ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. xci.

An Act for better supplying with Water the City of *Edinburgh* and Town and Port of *Leith* and Places adjacent. [14th *July* 1856.]

WHEREAS the *Edinburgh* Water Company were re-incorporated by "The *Edinburgh* Water Company's Act, 1847," for the Purpose of supplying with Water the City of *Edinburgh* and Town and Port of *Leith* and Places adjacent, by which Act the Capital of the said Company was increased to Two hundred and seventy-six thousand Pounds, and the Sum of One hundred and thirty-three thousand Pounds was authorized to be borrowed on Mortgage or Bond: And whereas by "The *Edinburgh* Water Company's Act, 1853," the said Company were authorized to raise further Capital by the Creation of new Shares to the Amount of Forty-six thousand Pounds: And whereas the Works authorized by the first-recited Act and the several other Acts relating to the said Company therein recited have been completed, and the Capital of the said Company created and issued under the Authority of the recited Acts now consists of One hundred and eighty-four thousand Pounds in Shares of Twenty-five Pounds each, Ninety-two thousand Pounds in Half Shares of Twelve Pounds Ten Shillings each, and Forty-six thousand Pounds in Quarter Shares of Six Pounds Five Shillings each, amounting

10 & 11 Vict. c. ccii.

16 & 17 Vict. c. xlix.

amounting in the whole to Three hundred and twenty-two thousand Pounds; and the Sum of One hundred and thirty-three thousand Pounds has been borrowed under the Authority of the first-recited Act: And whereas it is expedient and would be for the public Advantage and Convenience if the said Company were authorized to increase their Supply of Water, and for that Purpose to appropriate and use certain Springs and Streams now belonging to them, to take other Springs and Streams, to extend their Works, and to raise additional Capital; and it is also expedient that the recited Acts should be repealed, and that the Provisions thereof, so far as applicable and now in force, should be re-enacted, with such further Provisions as may be necessary; but these Objects 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.

I. This Act may be cited for all Purposes as "The *Edinburgh* Water Company's Act, 1856."

Interpretation of Terms.

II. The following Words and Expressions in this Act shall have the several Meanings hereby assigned to them; (that is to say,)

The Expression "the Company" shall mean the *Edinburgh* Water Company incorporated by this Act:

The Expression "the *Edinburgh* Water Company" shall mean the *Edinburgh* Water Company as incorporated previous to the passing of this Act:

The Word "Shares" shall include Shares, Half Shares, and Quarter Shares in the Capital of the Company and the *Edinburgh* Water Company respectively:

The Word "Sheriff" shall mean the Sheriff of the County of *Edinburgh*.

8 & 9 Vict. cc. 17. & 19. and 10 & 11 Vict. c. 17. incorporated.

III. "The Companies Clauses Consolidation (*Scotland*) Act, 1845," "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and "The Waterworks Clauses Act, 1847," are hereby incorporated with this Act, and made applicable to the Undertaking herein-after described; and the Word "Undertaking" in the said Acts and this Act shall mean and include the whole Waterworks and Works connected therewith by this Act vested in or authorized to be constructed by the Company.

Recited Acts repealed.

IV. From and after the passing of this Act the recited Acts shall be and are hereby repealed.

V. The

Edinburgh Water Company re-incorporated.

V. The several Persons who at the Time of the passing of this Act are Proprietors of or entitled to Shares in the Capital of the *Edinburgh* Water Company under the recited Acts shall be united into a Company for better supplying with Water the City of *Edinburgh* and Town and Port of *Leith* and Places adjacent within the Limits of this Act, and for that Purpose such Company shall be and are hereby incorporated by the Name of "The *Edinburgh* Water Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, and to execute this Act, subject to the Provisions and Restrictions contained in this Act and the Acts incorporated herewith.

Provision for Recovery of Arrears of Calls.

VI. The said Proprietors shall pay to the Company all Arrears of Calls due in respect of the Shares held by them with Interest thereon; and in default of Payment the Company may forfeit such Shares, and sue the said Proprietors for Payment of such Arrears and Interest, in the same Way as if the Calls had been made in pursuance of this Act and of the Acts incorporated herewith.

Seal of the Company.

VII. The Seal of the *Edinburgh* Water Company shall be the Seal of the Company hereby incorporated.

Property of the old Company vested in the new Company.

VIII. The Undertaking of the *Edinburgh* Water Company and the whole Waterworks and other Works connected therewith, Lands, Springs, Streams, Houses, Buildings, and other Heritages, and all Rates, Rents, Goods, Debts, Monies, and other Property and Effects whatsoever, heritable and moveable, real and personal, belonging or owing to or held by the *Edinburgh* Water Company, subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances affecting the same, are hereby vested in and may be lawfully held, maintained, used, exercised, enforced, recovered, and enjoyed by the Company.

Agreements and Deeds to remain in force, and Company liable for Debts.

IX. All Conveyances, Purchases, Sales, Leases, Mortgages, Bonds, Assignations, Contracts, Agreements, Securities, and other Deeds, Instruments, and Writings made, executed, or entered into between any Person and the *Edinburgh* Water Company, or by, to, in favour of, or for the *Edinburgh* Water Company, shall be and continue as good, valid, and effectual to all Intents and Purposes as if the recited Acts had not been repealed; and the Company shall be liable for all the Debts, Obligations, and Engagements of the *Edinburgh* Water Company due and owing at the Time of the passing of this Act.

Contracts and Agreements may be enforced.

X. The Company may enforce in their own Name against any Person, and any Person may enforce against the Company, to the same

by and against the Company.

same Extent and Effect as might have been enforced by or against the *Edinburgh* Water Company if this Act had not been passed,

All Acts of Parliament other than those hereby repealed, and Provisions of Acts of Parliament, conferring any Right or Privilege on the *Edinburgh* Water Company, or on such Person or his Predecessors:

All Contracts or Agreements for the Sale or Purchase of Land, and other Contracts or Agreements whatsoever, entered into or adopted by the *Edinburgh* Water Company and such Person or his Predecessors:

All Grants, Conveyances, Leases, Discharges, or other Deeds or Writings granted to the *Edinburgh* Water Company by such Person or his Predecessors, or to such Person or his Predecessors by the *Edinburgh* Water Company, or to which any of the said Parties have acquired Right:

All Claims for Compensation or Damages, or for Penalties, Monies, Costs, or Expenses, payable or recoverable by or from the *Edinburgh* Water Company, under or reserved by the recited Acts, or either of them, or in consequence of any Act, Deed, Matter, or Thing done or omitted to be done by such Person or his Predecessors, or by the *Edinburgh* Water Company:

All Rights, Privileges, Liberties, Exemptions, Decrees, or Causes of Action possessed or enjoyed or claimed by the *Edinburgh* Water Company, or by any Person or his Predecessors, under the recited Acts, or either of them, or in consequence of any Act, Deed, Matter, or Thing done or omitted to be done by such Person or his Predecessors, or by the *Edinburgh* Water Company.

Actions not to abate.

XI. All Actions, Suits, and Proceedings at Law or in Equity, and all Arbitrations to which the *Edinburgh* Water Company, at the Time of the passing of this Act, have been or are Parties, are hereby specially saved and reserved entire, and shall not be prejudiced or affected by anything in this Act contained, and may be proceeded in by or against the Company without the Necessity of intimating such Action, Suit, Proceeding, or Arbitration to the Company, or making them formally Parties thereto; and all Offences against the Provisions of the recited Acts or either of them, committed before the passing of this Act, may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for and recovered, by or against the Company, in the same Manner in all respects as if this Act had not been passed.

Proceedings under recited Acts valid, notwithstanding Repeal.

XII. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything done or suffered under the recited Acts shall be as valid as if the same were not repealed, and the Repeal thereof and this Act respectively shall

shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the recited Acts were not repealed and this Act were not passed would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, or Demands which affect or should or might affect the *Edinburgh* Water Company, the Company shall represent the *Edinburgh* Water Company, and may enforce and shall be liable in respect of such Rights, Liabilities, Claims, or Demands in the same Manner and to the same Extent as the *Edinburgh* Water Company could enforce or be liable to in respect of such Rights, Liabilities, Claims, or Demands: Provided, that the Generality of the preceding Provision shall not be restricted by any of the other Clauses or Provisions of this Act.

Arrears of Rates to be paid to the Company.

XIII. All Rates, Rents, or Charges made or imposed under or by virtue of the recited Acts, or either of them, and which at the Time of the passing of this Act shall be due and payable, or if this Act had not passed would have accrued due and been payable to the *Edinburgh* Water Company, shall continue in force, and be due and payable to the Company, and may be sued for, collected, and recovered by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges may be sued for, collected, or recovered under or in pursuance of this Act.

Certificates and Transfers to remain in force.

XIV. All Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed of or in respect of any Share in the Capital of the *Edinburgh* Water Company, under or in pursuance of the recited Acts, shall remain in full Force and Effect, and shall be and continue available in all respects whatsoever.

Books, &c. to be Evidence.

XV. All Books, Plans, and other Documents by any Act relating to the *Edinburgh* Water Company authorized or directed to be kept, and thereby made Evidence, shall be admitted as Evidence in all Courts and Proceedings whatsoever.

Present Officers continued until removed.

XVI. The Officers and Servants of the *Edinburgh* Water Company at the Time of the passing of this Act shall be Officers and Servants of the Company until removed, and shall be subject to the Provisions of this Act and the Acts incorporated herewith as regards both their past and future Actings and Intromissions; and all Bonds and Securities granted to the *Edinburgh* Water Company for the Performance of the Duties of such Officers and Servants, and accounting for their Intromissions, shall remain valid and effectual, and may be enforced by the Company in the same Manner and to the same Extent and Effect as such Bonds and Securities might have been enforced by the *Edinburgh* Water Company.

Capital of the Company.

XVII. The Capital of the Company shall consist of the Sum of Two hundred and seventy-six thousand Pounds fixed by the first-recited Act, the Sum of Forty-six thousand Pounds authorized to be raised by the second-recited Act, and the Sum of Forty-six thousand Pounds authorized to be raised by this Act, amounting in the whole to Three hundred and sixty-eight thousand Pounds.

As to Shares created under recited Acts.

XVIII. Every Person who was entitled to Shares in the Capital of the *Edinburgh* Water Company at the Time of the passing of this Act shall be entitled to the same Amount of Shares in the Capital of the Company hereby incorporated.

Former Certificates to be sufficient.

XIX. The Certificates of Shares granted by the *Edinburgh* Water Company shall be deemed to be Certificates granted by the Company of the Shares held under this Act.

Shares to be held under same Trusts.

XX. The Shares in the Capital of the Company which are hereby substituted in lieu of the Shares of the *Edinburgh* Water Company held under the recited Acts shall be vested in and be held and enjoyed by the several Persons entitled to the same upon such and the same Trusts, if any, and for such and the same Interests, and under and subject to such and the same Dispositions, Charges, Liens, and Incumbrances, if any, as such last-mentioned Shares were or might have been held if this Act had not been passed.

Power to raise additional Capital by Creation of new Shares.

XXI. For defraying the Expense of executing the Works authorized by this Act, and bringing in a further Supply of Water, it shall be lawful for the Company to raise from Time to Time any Sum not exceeding Forty-six thousand Pounds by the Creation and Issue of new Quarter Shares in their Undertaking of Six Pounds Five Shillings each.

New Capital to be subject to same Provisions as the original.

XXII. The additional Capital to be raised by such new Shares shall be Part of the ordinary Share Capital of the Company, and such new Shares and the Subscribers and Proprietors thereof shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if such additional Capital were a Part of the ordinary Share Capital of the Company, and such new Shares had formed Part of the ordinary Shares of the Company.

Allocation of new Capital.

XXIII. In order to allocate or divide the additional Capital of Forty-six thousand Pounds by this Act authorized to be raised, every Person holding Shares in the existing Capital of the Company to the Amount of Forty-three Pounds Fifteen Shillings shall be entitled to One

One Quarter Share of Six Pounds Five Shillings of the said additional Capital, and the said additional Capital shall be payable by such Calls or Instalments and at such Periods as the Directors of the Company shall fix and determine; and in case any Person holding Shares in the existing Capital of the Company shall fail to declare his Acceptance of the Shares of the said additional Capital allocated to him, or shall fail to pay the First Call thereon at the Time appointed by the Directors, then the Shares of the said additional Capital, corresponding to the Shares of the existing Capital held by such Person so failing to declare his Acceptance or to pay such First Call, shall be placed at the Disposal of the Directors, and be sold or disposed of by them in such Manner as they shall think proper for the Benefit of the Company.

Preferable Dividends on certain Shares continued.

XXIV. The Shares in the Capital amounting to Ninety-two thousand Pounds created and issued under the Authority of the first-recited Act (and therein denominated the new Shares) shall be preferable to the other Shares or Stock of the Company to the Extent of Five Pounds Ten Shillings *per Centum per Annum* upon the Rates and Duties leviable by the Company from the Parties supplied by them with Water; (that is to say,) before any Dividend shall be paid on the other Shares or Stock of the Company a Dividend of Five Pounds Ten Shillings *per Centum per Annum* shall be paid to the Holders or Proprietors of the said new Shares thereby authorized to be created, and the free Revenue of the Company shall be thereafter applied in paying a Dividend to the like Extent of Five Pounds Ten Shillings *per Centum per Annum* to the Holders of the other Shares or Stock of the Company, and any Surplus that shall remain after Payment of such Dividends shall be applied to increase the Dividends on both Stocks equally; and nothing in this Act contained shall repeal, affect, or prejudice any Right of Priority or Preference which would have been competent to the Holders or Proprietors of the said new Shares created under the Authority of the first-recited Act if this Act had not been passed.

Provision as to Monies already borrowed or to be borrowed.

XXV. It shall be lawful for the Company to continue on Mortgage or Bond the Sums borrowed by them under the Authority of the first-recited Act, not exceeding in the whole the Sum of One hundred and thirty-three thousand Pounds; and the Mortgages or Bonds granted by the *Edinburgh* Water Company for the Sums so borrowed shall be binding on the Company, and shall be enforceable against them and against the Property and Works thereby mortgaged in the same Manner and to the same Effect as such Mortgages or Bonds would have been enforceable against the *Edinburgh* Water Company and against the Property and Works thereby mortgaged before the passing of this Act; and nothing in this Act contained shall repeal, affect,

affect, or prejudice any Rights or Securities which would have been competent to the Holders of such Mortgages or Bonds under the first-recited Act if this Act had not been passed; and if the Company shall pay off any Part of the Money so borrowed, it shall be lawful for them again to borrow the Amount paid off, and so from Time to Time, provided that the Amount of Money borrowed by the Company on Mortgage or Bond shall not at any One Time exceed the said Sum of One hundred and thirty-three thousand Pounds.

First and other Ordinary General Meetings.

XXVI. The First General Meeting of the Company shall be held within Three Months next after the passing of this Act, and a General Meeting of the Company shall be held on the Third *Monday* of *June* in every Year thereafter, and all Meetings of the Company shall be held in the City of *Edinburgh*.

Quorum of General Meetings.

XXVII. The Quorum for every General Meeting of the Company shall be Ten Shareholders holding in the aggregate not less than Two thousand five hundred Pounds of the Capital of the Company.

Extraordinary Meetings.

XXVIII. Extraordinary Meetings of the Company may be called on the Requisition of any Ten Shareholders holding in the aggregate not less than Two thousand five hundred Pounds of the Capital of the Company, or on the Requisition of any Five Directors.

Votes of Shareholders.

XXIX. At all General Meetings of the Company every Shareholder shall have One Vote for every Fifty Pounds of Shares held by him up to Five hundred Pounds, and an additional Vote for every Two hundred and fifty Pounds of Shares beyond the First Five hundred Pounds up to Five thousand Pounds, and an additional Vote for every Five hundred Pounds of Shares held by him beyond the First Five thousand Pounds; provided that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the Shares held by him.

Number and Qualification of Directors.

XXX. The Number of Directors thall be Seventeen; (that is to say,) the Lord Provost of the City of *Edinburgh* for the Time being, the Professor of Natural Philosophy in the University of *Edinburgh* for the Time being, the Professor of Chemistry in the said University for the Time being, Two Members of the Town Council of the City of *Edinburgh*, to be annually named by the said Town Council as herein-after provided, and Twelve Shareholders to be elected by the Company, each of such Twelve Shareholders holding not less than One hundred Pounds of the Capital of the Company.

Appointment of Two Directors

XXXI. It shall be lawful for the Town Council of the City of *Edinburgh* annually before the Third *Monday* of *November* to name and

and appoint Two Members of the said Town Council to be Directors of the Company for the ensuing Year: Provided always, that it shall not be necessary that the said Lord Provost, Professors, or Members of the Council be qualified as Shareholders in the Company: Provided also, that if either or both of the said Members of Town Council who shall be so appointed Directors shall die, resign, or become disqualified during the Year for which he or they shall be so appointed, it shall be lawful as soon after such Death, Resignation, or Disqualification as may be convenient for the said Lord Provost, Magistrates, or Town Council to supply such Vacancy: Provided further, that if the said Town Council shall at any Time fail to elect the said Two Directors, or either of them, or to supply such Vacancy, such Failure shall not affect the Acts or Deeds of the other Directors, who shall have and may exercise during the Term of such Failure all the Powers conferred on Directors by this Act as fully as if the said Town Council had nominated and appointed the Number of Directors before mentioned, or had supplied such Vacancy. by Town Council of Edinburgh.

XXXII. The Lord Provost of the City of *Edinburgh* for the Time being, the Professors of Natural Philosophy and Chemistry of the University of *Edinburgh* for the Time being, the Two Members of the Town Council of the City of *Edinburgh* who have been appointed Directors by the said Town Council under the Provisions of the recited Acts, and *John Learmonth*, *Thomas Ranken*, *John Brown*, *William Alexander*, *James Smith*, *James Newton*, *George Graham Bell*, *John Scott*, *George Clerk Arbuthnot*, *Robert Nasmyth*, *John Forrester*, and *James Simson*, being the Twelve Directors who have been appointed Directors by the Company under the Provisions of the recited Acts, shall be the First Directors of the Company under this Act. First Directors.

XXXIII. The said *John Learmonth*, *Thomas Ranken*, *John Brown*, *William Alexander*, *James Smith*, *James Newton*, *George Graham Bell*, *John Scott*, *George Clerk Arbuthnot*, *Robert Nasmyth*, *John Forrester*, and *James Simson* shall continue in Office as Directors until the First General Meeting of the Company to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue them or any Number of them in Office till the Third *Monday* of *June* in the Year One thousand eight hundred and fifty-seven, or may elect others to supply the Places of those not continued in Office, the Directors going out of Office being always re-eligible. Directors to go out of Office.

XXXIV. At the Ordinary General Meeting to be held on the Third *Monday* of *June* in the Year One thousand eight hundred and fifty-seven, and at the Ordinary General Meeting to be held on the Third Rotation of Directors.

Third *Monday* of *June* in every Year thereafter, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions of "The Companies Clauses Consolidation (*Scotland*) Act, 1845;" and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said Companies Clauses Consolidation (*Scotland*) Act.

Quorum.

XXXV. The Quorum of a Meeting of Directors shall be Five.

Committees of Directors.

XXXVI. Committees appointed by the Directors shall consist of not less than Three nor more than Nine Directors, and the Majority of each Committee shall be a Quorum.

Remuneration of Directors.

XXXVII. The Remuneration of the Directors shall from Time to Time be fixed by a General Meeting of the Company, and shall be paid out of the Rates, Rents, or Monies receivable under this Act.

Period for balancing Books.

XXXVIII. The Period to which the Books of the Company shall be brought to a Balance shall be the Term of *Whitsunday* in each Year.

Newspapers for Advertisements.

XXXIX. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some One or more Newspaper or Newspapers published in the City of *Edinburgh*.

Limits of Act.

XL. The Limits of this Act shall comprise and include the City of *Edinburgh*, the Town and Port of *Leith*, and the Parishes of *Canongate*, *South* and *North Leith*, *Saint Cuthberts*, and *Duddingston*, all in the County of *Edinburgh*.

Rates for Supply of Water for domestic Purposes.

XLI. The Company shall have full Power and Authority from Time to Time to fix and ascertain the annual Water Rates or Rents to be paid to the Company by all and every Person or Persons whatsoever having Water conveyed to their private Houses from the Reservoirs and Pipes belonging to the Company, and such Rates or Rents shall be payable in advance at *Whitsunday* yearly: Provided always, that such Rates or Rents shall not exceed Tenpence *per* Pound on the real Rent of the said Houses and other Premises as they may be assessed for the Police Tax for the City of *Edinburgh* for the Year for and in respect of which the Water is to be supplied, or, if without the Bounds of Police, upon Four Fifths of the actual Rent or annual Value of the said Premises: Provided also, that the Company shall not be obliged to supply Water to any Person for any House or other Premises

Premises whatsoever at a less Rate or Rent than Four Shillings for any One Year, or for a shorter Period than One Year.

Rates in Portobello and Duddingston.

XLII. The Company shall have full Power and Authority from Time to Time to fix and ascertain the Water Rates or Rents to be paid to the Company by all and every Person or Persons whatsoever residing within the Town of *Portobello* or Parish of *Duddingston* having Water conveyed to their private Houses and other Premises from the Reservoirs and Pipes belonging to the Company; provided that such Rates and Duties shall not exceed Tenpence *per* Pound on the real Rent or annual Value of the said Houses and Premises without Deduction.

Rates on Shops and Warehouses.

XLIII. The Company shall from Time to Time fix and ascertain the annual Water Rates or Rents to be paid by Shopkeepers and Warehouse Holders requiring an ordinary Supply of Water having Water conveyed into their Shops or Warehouses from the Reservoirs or Pipes belonging to the Company; provided, that such Rates or Rents shall not exceed One Pound Five Shillings *per Centum* on the real Rent of the said Shops or Warehouses as they may be assessed for the Police Tax, which is in no Case to be calculated on a higher Rent than One hundred and twenty Pounds, and which Rates or Rents shall not be calculated on a Rent exceeding One hundred and twenty Pounds.

Rates for Supply to Shipping.

XLIV. The Company shall have Power from Time to Time to fix and ascertain the Rate to be paid by Shipmasters and others connected with Shipping in the Port of *Leith* for Water supplied to them; provided that such Rate shall not exceed One Shilling and Sixpence *per* Ton for Water so supplied.

Supply for Brewers, Manufacturers, &c.

XLV. After the Company shall have supplied from Time to Time all Persons whatever having Water conveyed to their private Houses from the Reservoirs and Pipes belonging to the Company, and assessed according to the Rental of such Houses, and all the Shopkeepers and Warehouse Holders requiring an ordinary Supply of Water having Water conveyed to their Shops or Warehouses from the Reservoirs or Pipes belonging to the Company, and assessed according to the Rental of such Shops or Warehouses, and all Shipmasters or others connected with Shipping in the Port of *Leith* requiring Supplies of Water, on the Principle of constant Service, as required by the recited Acts and by the "Waterworks Clauses Act, 1847," the Company shall be bound to supply such Surplus of the Water as they are by the recited Acts and by this Act entitled to take and bring in to Brewers, Distillers, Manufacturers, Hotel Keepers, or other Persons requiring an extraordinary Supply of Water, or to any Person for Steam Engine or Railway Purposes, or for warming or ventilating any Premises

Premises not being Dwelling Houses, Shops, or other Premises assessed according to Rental, or for working any Machine or Apparatus, or for Cattle kept for any trading Purposes, or for Horses or for washing Carriages, when such Horses or Carriages are kept for Sale or Hire or are the Property of a Dealer, or for Gardens supplied directly with Water by means of Pipes, Conduits, or Water-runs, or by any Means other than when carried in Vessels and by the Hand only from the Interior of Premises assessed on Rental for Water Rates, or for Fountains or ornamental Purposes, such respective Supplies being so furnished at such Rates and upon such Terms and Conditions as shall be agreed upon between the Company and the Person desiring the same, or, in case of Difference of Opinion between them, by the Sheriff Depute of the County of *Edinburgh* for the Time being, or, in the Option of any of the foresaid Parties requiring Supplies of such Surplus Water, by the Sheriff Substitute of the said County, whose Judgment and Determination shall be conclusive and final, and not subject to Review: Provided always, that such Rate shall not exceed Ninepence for every One thousand Gallons when supplied in Quantities of not less than One hundred thousand Gallons in any One Year, and that as far as possible the Rate for such Supply of Water shall be uniform: Provided also, that in fixing the Charge for the Quantity of Water supplied to any Garden directly by means of Pipes, Conduits, or Water-runs, the Rent or Value of which Garden is included in the Rent or Value of any Dwelling House to which it is attached, and which is supplied with Water and assessed according to the Rental of the same, a Deduction shall be made equal to the Amount of the ordinary Rate charged on account of such Garden having been included in and added to the Rent or Value of the Dwelling House to which it is attached, and that no Charge shall be made for Water used for washing or bleaching Clothes in any private Bleaching Green attached to a Dwelling House assessed for Water Rate where such Bleaching Green shall not form Part of nor be connected with a Garden: Provided further, that in the Case of Parties requiring or using annually One hundred thousand Gallons of Water or upwards for trading or manufacturing Purposes, it shall be lawful for the Company at their own Expense to place a Meter in the Premises of such Party, and it shall also be lawful for any Party requiring or using such Quantity to require that a Meter shall be placed in his Premises by the Company at the Company's Expense for the Purpose of measuring the Quantity of Water used by him; and it shall also be lawful for the Company to inspect such Meter at all reasonable and proper Times, and the Meters shall not be liable to be attached for Rents, Taxes, or Assessments, or for the Debts of the Party.

Supply to Commissioners of

XLVI. The Company shall also be bound to furnish out of such Surplus Water from such of the public Firecocks in the Streets and Lanes

Police of Edinburgh and Leith.

Lanes of the City as may be fixed upon by the Company from Time to Time, or by the Sheriff or his Substitutes, in case of Difference of Opinion between the Company and the Commissioners of Police of the City of *Edinburgh* and the Commissioners of Police of the Town of *Leith* respectively, a Supply of Water to the said Commissioners of Police respectively for watering and washing the Streets and Lanes of the City of *Edinburgh* and the Town of *Leith*, and for flushing Sewers and Drains, provided that the Coupling or other Connexion with such Firecocks shall not exceed One Inch in interior Diameter; and the Company shall also furnish an ordinary Supply of Water for the Police Offices and Cells, and for the Police Watch Houses and Workshops, and also for public Urinals and Privies and other public sanatory Purposes, and all the Water supplied to the said Commissioners shall be charged at One Half of the Rate which the Company may from Time to Time be entitled or in use to charge for Water supplied for trading and manufacturing Purposes.

Cisterns to be supplied with Ball-cocks.

XLVII. Every Person supplied with Water shall, when required by the Company, provide a proper Cistern to hold the Water with which he shall be so supplied with a Ball and Stop Cock in the Pipe bringing the Water from the Works of the Company to such Cistern, and shall keep such Cistern, Ball and Stop Cock in good Repair, so as effectually to prevent the Water from running to waste; and in case any such Person shall, when required by the Company, neglect to provide such Cistern, Ball or Stop Cock, or to keep the same in good Repair, the Company may cut off the Pipe or turn off the Water from the Premises of such Person until such Cistern and Ball and Stop Cock shall be provided or repaired, as the Case may require.

Penalty on Persons suffering Cisterns to be out of repair.

XLVIII. Every Person supplied with Water by the Company who shall suffer any such Cistern, Ball or Stop Cock to be out of repair, so that the Water supplied to him by the Company shall be wasted, shall forfeit to the Company for every such Offence a Sum not exceeding Five Pounds.

Prescribed Rate of Profits.

XLIX. The prescribed Rate of Profits of the Undertaking to be divided among the Undertakers in any Year shall not exceed Six Pounds Ten Shillings in the Hundred Pounds by the Year on the paid-up Capital in the Undertaking, so long as no other Company for the Supply of Water within the Limits of this Act shall be established by Act of Parliament.

Appointment of Commissioners and Report on Accounts.

L. The Lord Provost of the City of *Edinburgh*, the Convener of the Trades of the City of *Edinburgh*, the Lord Advocate of *Scotland*, the Dean of the Faculty of Advocates, the Deputy Keeper of the Signet, the Master of the Merchant Company of *Edinburgh*, and the Convener of the Southern Districts shall be and they are hereby appointed

appointed Commissioners for the Purposes herein-after mentioned, and they are hereby required to assemble and meet together at the Place appointed for the Management of the Affairs of the Company in *Edinburgh* as often as they shall be called together by the Clerk to the Company by Desire of the Lord Provost or One of the Directors of the Company; and any Four or more Members of such Commissioners, but not less, shall be a sufficient Number or Quorum to constitute a Meeting for the Purpose of doing all the Acts, Matters, and Things, and exercising all the Powers and Authorities vested in them; and the Members present shall, in the Absence of the Lord Provost, who when present shall always be Chairman, choose their own Chairman; and the Chairman, besides his own Vote, shall in case of Equality have a casting or decisive Vote: Provided always, that the said Commissioners shall annually hold a Meeting on the First *Monday* of *June* to examine the Books of the Company, and to report whether the Water Rates or Rents collected by the Company during the Year previous to the Term of *Whitsunday* preceding have been laid out and expended in Payment of the Interest of the Money borrowed, and at the Time due and owing by the Company, in keeping in repair the Works belonging to the Company, and necessary for the proper supplying with Water the City of *Edinburgh* and Town and Port of *Leith*, Her Majesty's Dockyards at *Leith* and Castle of *Edinburgh*, and other Places within the Limits of this Act, and the further Works to be constructed by the Company, in paying to the Proprietors of the Stock in the Company the Dividend or Share of Profits to which they are entitled, and in paying Office Rents and Salaries, and contingent Expenses to the Office Bearers and Turncocks and other Servants of the Company, or other lawful Expenses incurred in the Affairs of the Company; and if any Surplus shall remain after the before-mentioned Payments, the Company shall apply the same towards paying off the Debt or Sums due by the Company; and the said Commissioners shall, at their Meeting appointed to be held on the First *Monday* of *June* annually, or the Adjournment thereof, for examining the Books of the Company, report whether the Rates and Duties collected during the Year previous to the Term of *Whitsunday* preceding have been so applied, laid out, and expended; and it shall not be lawful for the Directors to take Credit in their annual Accounts for any Articles which shall not be allowed in the Report of the said Commissioners: Provided also, that if at any Time any Article shall be disallowed by the said Commissioners, and their Decision shall be deemed objectionable by the Company, such Decision of the Commissioners shall be laid before the Sheriff, and after hearing the Company and the Commissioners thereon, the Sheriff shall give Judgment, altering or affirming, in whole or in part, the Decision of the Commissioners, and his Judgment shall be final and not subject to Review.

LI. If

Meetings of Commissioners.

LI. If on the Day before appointed for the Annual Meeting of Commissioners a Quorum of their Number shall not attend, then and in such Case, and when and so often as the same shall happen, the Meeting shall be adjourned to any future Day within Eight Days thereafter, to be fixed by the Member or Members or Majority of them then present, or, if no Member shall be present, by the Clerk to the Company; provided, that One of the Directors of the Company appointed by the Directors may be present at all Meetings of the said Commissioners with a view to afford requisite Explanations, and that Notice of each Meeting of the Commissioners shall be given by the Clerk, in Writing or in Print, signed by him to each Member thereof at least Three Days before it is to take place.

Undertaking of the Company described.

LII. The Undertaking of the Company shall consist of and include the several Reservoirs, called respectively the *Glencorse Reservoir*, the *Threipmuir Reservoir*, the *Harlaw Reservoir*, the *Clubbie Dean Reservoir*, the *Torduff Reservoir*, the *Bonaly Reservoir*, the *Loganlea Reservoir*, and the *Castlehill Reservoir*, and the Embankments, Weirs, Sluices, and other Works connected with the said several Reservoirs, and the whole Aqueducts, Cisterns, Filters, Conduits, Main Pipes, Distribution and Service Pipes, and other Waterworks and Appurtenances constructed and laid or acquired by the *Edinburgh* Water Company under the Authority of the several Acts relating to the said Company, and also the Reservoirs, Aqueduct, or Conduit and other Works by this Act authorized to be constructed.

Power to construct Works according to deposited Plan.

LIII. And whereas a Plan and Sections showing the Line, Situation, and Levels of the Works herein-after described, and a Book of Reference to the said Plan, have been deposited for public Inspection in the Office in *Edinburgh* of the Principal Sheriff Clerk of the County of *Edinburgh*: It shall be lawful for the Company, subject to the Provisions of this Act and the Acts incorporated herewith, to enter upon, take, appropriate, and use such of the Lands, Springs, and Streams marked and delineated on the said Plan as may be necessary for the Purposes of this Act, and to make and maintain in the Lines and upon the Land delineated on the said Plan, and described in the said Book of Reference, and according to the Levels defined on the said Sections, the Works herein-after described; (that is to say,)

First, a Compensation Reservoir situated on the Lands and Farms of *East Cairns*, *Baad Park*, *Harperrig*, *Auchnoon*, and *Castle Cairns* Inn, in the Parishes of *Mid Calder* and *Kirknewton*, to be called the *Harperrig Reservoir*:

Second, a Store Reservoir situated near to the Farmhouse and Steading on the Lands of *Listonshiels* in the Parishes of *Kirkliston*

Kirkliston and *Kirknewton*, or One of them, to be called the *Listonshiels Reservoir*:

Third, an Aqueduct or Conduit commencing at or near to the Mansion House and Steading of *East Colzium*, and terminating at the Cistern or Waterhouse belonging to the Company called the *Westrig Cistern*, and which Aqueduct or Conduit will be situated in, or pass from, through, or into the Parishes of *Mid Calder*, *Kirkliston*, *Kirknewton*, and *Currie*, all in the County or *Edinburgh*:

And also all Conduits, Pipes, Drains, Cuts, and other Works necessary for collecting the Springs, Streams, and Waters arising in or flowing through the Lands of *Crosswoodburn*, *West Colzium*, *East Colzium*, *West Cairns*, *East Cairns*, *Baad Park*, *Harperrig*, *Buteland*, *Buteland Hill*, *Auchnoon*, *Listonshiels*, and *Bavelaw* Mill, and conveying the same into the said intended Aqueduct or Conduit and the said *Listonshiels Reservoir*, and all necessary Embankments, Bridges, Dams, Weirs, Sluices, Catchwater Drains, Culverts, Cuts, Tunnels, Roads of Access, and other Works and Conveniences in connexion with the said several Reservoirs and Aqueduct or Conduit.

Power to collect, store, and supply Water.

LIV. It shall be lawful for the Company to impound and store in the said *Listonshiels Reservoir* the Waters of the Springs in or flowing into the Streams called respectively *Coldwell Strand*, *West Burn*, *Mid Burn*, *East Burn*, *Baad Park Burn*, *Aiven Syke*, *Howe Burn*, *Coldwell Spring*, *Thrashiedean Burn*, *Listonshiels North Springs*, and *Cowburn*, and the Springs, Feeders, Tributaries, and Affluents thereof, and by means of the said Reservoir and Aqueduct or Conduit, and other Works authorized by this Act, and of the existing Works of the Company, to supply Water to the City of *Edinburgh*, Town and Port of *Leith*, and Places adjacent within the Limits of this Act: Provided, that it shall not be lawful for the Company to take or appropriate from the Springs, Streams, and Waters by this Act authorized to be taken, for the Purpose of such Supply, a greater Quantity of Water than Two hundred and fifty Cubic Feet *per* Minute, as the same shall be ascertained in the Manner herein provided.

Gauge to be constructed near Listonshiels Reservoir.

LV. The Company shall construct and maintain a Gauge, Cistern, or other Apparatus at a Point on the Aqueduct to the West of the *Listonshiels Reservoir*, capable of measuring and passing a Quantity of Water not exceeding Two hundred and fifty Cubic Feet *per* Minute less the ascertained Yield of the *Listonshiels Springs*, after deducting from that Yield Twenty Imperial Gallons *per* Minute which the Company is bound to send down the *Cowburn* from these Springs, which Gauge, Cistern, or other Apparatus shall be constructed

constructed at the Sight and to the Satisfaction of any One of *Alexander James Adie*, Civil Engineer in *Linlithgow*, or *David Stevenson* or *Thomas Stevenson*, Civil Engineers in *Edinburgh*, or an Engineer to be named by the Sheriff, at the Option of the Committee of Owners and Occupiers of Mills and Manufactories on the *Water of Leith*, to be appointed as herein-after provided, and shall be maintained in all Time coming by the Company in good Order and Repair, and be open to the Inspection of any of the said Committee and their Engineers and Servants: Provided, that no Water other than Spring Water shall be allowed by the Company to flow or drain into their Conduits or Pipes; and the better to secure this from taking place, the Pipes and Conduits shall not be laid in the Beds of the Streams except where it shall be necessary to cross the same, and the whole Pipes shall be made Water-tight except where necessary to take in Spring Water, in which Case proper Openings shall be made for Admission thereof.

Certain Springs to be gauged.

LVI. The *Listonshiels North Springs* and the Springs flowing into the *Cowburn* shall be gauged to the Satisfaction of one or other of the aforesaid Engineers after they shall have been collected by the Company, and the Quantity, less Twenty Imperial Gallons *per* Minute to be passed down the *Cowburn*, shall be deducted from the Two hundred and fifty Cubic Feet to be gauged as aforesaid.

Compensation Water to be stored in Harperrig Reservoir.

LVII. For the Purpose of affording Compensation to the Owners and Occupiers of Mills and Manufactories on the *Water of Leith*, and other Persons interested in the Springs and Streams before mentioned, for the Water to be abstracted for the Use of the Company as herein provided, the said *Harperrig Reservoir* shall be constructed of sufficient Capacity to contain not less than Eighty-five millions of Cubic Feet of Water above the Level of Six Feet above the Top of the Offlet Pipe; and it shall be lawful for the Company to impound and store therein the Flood and Surface Waters of the said Streams called *Coldwell Strand*, *West Burn*, *Mid Burn*, *East Burn*, *Baad Park Burn*, *Howe Burn*, and *Aiven Syke*, and the Flood Waters arising in or flowing through the said Lands of *Crosswoodburn*, *West Colzium*, *East Colzium*, *West Cairns*, *East Cairns*, *Baad Park*, *Harperrig*, and *Auchnoon*, when the said Streams are swollen or increased by Floods beyond their average or ordinary Discharge, such average or ordinary Discharge being ascertained, in case of Dispute, by Gauges or otherwise at the Sight and to the Satisfaction of the said *Alexander James Adie*, or *David Stevenson*, or *Thomas Stevenson*, whom failing of an Engineer to be named by the Sheriff, and such Increase shall be deemed Surplus or Flood Water; and it shall be lawful for the Company, after first allowing the said average Discharge of the said Streams to pass in their respective ordinary Channels, to dam up, retain, and take such Surplus or Flood Waters for the Purpose of

filling the said Reservoir with Water: Provided, that the said Reservoir and all the aforesaid Works and the necessary Works connected therewith, and for drawing off the Water from the same, shall be constructed and in all Time coming maintained by the Company in good Order and Condition, and of a Capacity sufficient to contain the said Quantity of Water at the Cost of the Company.

Powers of Deviation.

LVIII. It shall be lawful for the Company to make lateral Deviations from the Lines of the Works authorized by this Act to the Extent delineated on the said Plan, and to deviate from the Levels of the said Works as defined on the said Sections, to any Extent not exceeding Three Feet, but not in such a Manner as shall diminish the Capacity of the said *Harperrig Reservoir* under Eighty-five millions of Cubic Feet.

Inspection of Harperrig Reservoir when completed.

LIX. When the said *Harperrig Reservoir* is reported by the Company to be completed, the Engineers or Engineer appointed as aforesaid in reference to the *Listonshiels Reservoir* shall visit and inspect the said *Harperrig Reservoir*, and shall declare by Writing under their Hands that such Reservoir is constructed in a convenient, safe, and substantial Manner, and of sufficient Dimensions, Capacity, and Construction to contain Eighty-five millions of Cubic Feet as aforesaid.

Springs not to be diverted till Harperrig Reservoir has been filled.

LX. It shall not be lawful to nor in the Power of the Company to take away or divert any of the Waters of any of the Springs or Feeders of the said Streams called *Coldwell Strand*, *West Burn*, *Mid Burn*, *East Burn*, *Baad Park Burn*, *Howe Burn*, and *Aiven Syke*, whether already acquired by the Company or which they are empowered by this Act to acquire, until the said *Harperrig Reservoir* is declared by the said Engineers to be of sufficient Capacity and Construction as aforesaid, and until the same is for the First Time filled with Surplus or Flood Water as aforesaid, and the whole Expense of the said Engineers in the said several Matters in which they are herein directed to be employed and to report shall be borne and paid by the Company.

As to Repair of Harperrig Reservoir.

LXI. It shall be lawful for any of the Owners or any Two Occupiers of Lands, Mills, or Works on the *Water of Leith* to apply to the Court of Session or the Sheriff, alleging that the said *Harperrig Reservoir*, or the Embankments, Sluices, or other Works connected therewith, are or have become insufficient or want Repair, or that it has diminished in capacity to such an Extent as not to contain Eighty-five millions of Cubic Feet of Water; whereupon the said Court or Sheriff shall cause Inquiry to be made into the Truth of such Allegations by skilful Persons, and thereupon make such Orders for

for the Repair thereof or otherwise as the Case may require, so as the said Reservoir, Embankments, Sluices, and other Works may be always kept in a sufficient State of Repair; and the Company shall have no Control over or Right in the Water to be collected in the said Reservoir, nor shall be further concerned with the Supply of Water from the said Reservoir than in keeping the same in good Order and Repair, and of the Capacity aforesaid.

Storage and Discharge of Water in Harperrig Reservoir.

LXII. The Owners and Occupiers of Mills on the *Water of Leith*, or their Committee to be appointed as herein mentioned, shall have Power to take, dam up, and store the Water of the Streams herein-before mentioned in the said *Harperrig Reservoir* as to them shall seem proper; provided, that they shall discharge therefrom into the Bed of the *Water of Leith* not less at any Time than Two hundred and sixty Gallons of Water *per* Minute.

Compensation Water to be supplied to Owners of Paper Mills, &c.

LXIII. For the Purpose of affording to the Owners, Lessees, and Occupiers of the several Mills and Bleachfield herein-after mentioned Compensation for the Springs by this Act authorized to be diverted and taken for the Supply of the City of *Edinburgh*, Town and Port of *Leith*, and Places adjacent within the Limits of this Act, the Company shall and they are hereby required, on the Diversion of the said Springs or any of them, to supply from their Conduit the several Quantities of Water herein-after specified, which shall be delivered in a constant Flow at the said respective Works; that is to say, to *Kinleith* Paper Mill Nine Cubic Feet *per* Minute, to *West Mill* Paper Mill Nine Cubic Feet *per* Minute, and to *Kate's Mill* Paper Mill Eight Cubic Feet *per* Minute; provided, that the said Quantity of Water to be delivered at *Kinleith* Paper Mill shall be in addition to the present Supply of Eight Cubic Feet *per* Minute from the Company's Conduit, and shall be conveyed in the existing Pipe by which the said present Supply is now conveyed to the said Mill.

Company to supply Water to Inglis Green, Bleachfield;

LXIV. The Company shall and they are hereby required on the Diversion of the said Springs, or any of them, to supply to *Inglis Green* Bleachfield Two and a Half Cubic Feet of Water *per* Minute from their Conduit, or in the Option of the Company Four Cubic Feet of Water *per* Minute from the *Edinburgh and Glasgow* Union Canal, which Water shall be delivered in a constant Flow at the said Bleachfield.

also to Gorgie Mill.

LXV. The Company shall and they are hereby required, on the Diversion of the said Springs or any of them, to supply from their Conduit to *Gorgie* Mill, and to deliver in a constant Flow at the same during the Time that the Manufacture of Glue is carried on at the said Mill, Eight Cubic Feet of Water *per* Minute; provided, that the Company

Company shall not be bound to supply such Water for any shorter Period than One Month at a Time, and the Delivery thereof shall be discontinued and resumed by them on receiving One Week's Notice from the Occupier of the said Mill, and the whole Periods during which such Supply shall continue shall not in the aggregate exceed Eight Months in any Year.

For settling Disputes as to Points at which Water shall be delivered.

LXVI. The several Points at which the said Water shall be delivered at the said respective Works shall, in case of Difference of Opinion between the Company and any of the said Owners, Lessees, and Occupiers, be fixed by *Alexander James Adie*, Civil Engineer, whom failing by an Engineer to be named by the Sheriff on the Application of any of the said Owners, Lessees, and Occupiers, or of the Company.

Compensation to Owners, &c. for Loss from Construction of Works to be settled by Agreement, or, in case of Difference, by Arbitration.

LXVII. The Amount of Compensation to the said Owners, Lessees, and Occupiers for any Loss or Damage which shall arise during the Progress of the Works, from the Construction of the Reservoirs and other Works by this Act authorized to be made and executed, shall be settled by Agreement, or, in case of Difference, shall be fixed and determined by an Arbitrator to be appointed by the Sheriff on the Application of the said Owners, Lessees, and Occupiers, or any of them, or of the Company; and the whole Expense of constructing such new Pipes, Gauges, or other Apparatus as may be necessary for delivering the said several Quantities of Water at the said respective Works, and the Expense of maintaining such Pipes, Gauges, or other Apparatus, including the said existing Pipe to *Kinleith* Paper Mill, shall be borne and defrayed by the Company; and in the event of the said Pipes, Gauges, or other Apparatus becoming at any Time out of repair, or of any Failure in the Supply of the several Quantities of Water herein-before specified, the said Owners, Lessees, and Occupiers, or any of them, shall be entitled to make a summary Application to the Sheriff, who is hereby authorized to direct and ordain such Repairs or other Works to be made by the Company as may be necessary to keep up the said Supply, and the Sheriff shall and he is hereby authorized to award such Compensation to the said Owners, Lessees, and Occupiers as may to him in the Circumstances appear reasonable for any Damage which they or any of them may have suffered from Failure of the said Supply; and all the Decisions of the Sheriff, and of the Arbitrator or Arbitrators to be appointed by him as aforesaid, in the Matters before specified, shall be final, and not subject to Review in any Court or by any Process whatsoever.

Power to purchase

LXVIII. In addition to the Lands authorized to be taken as aforesaid, it shall be lawful for the Company to purchase Lands not exceeding

exceeding in the whole Ten Acres for the Purpose of making Depôts, Pipeyards, and other Buildings and Conveniences in connexion with the Works by this Act authorized; and it shall be lawful for any Person to sell and convey Lands to the Company for such Purposes, and to contract in reference thereto; and any such Contracts, Sales, or Purchases already entered into by the Company shall be valid and effectual, anything to the contrary notwithstanding. Lands by Agreement.

LXIX. The Clauses in "The Railways Clauses Consolidation (*Scotland*) Act, 1845," with respect to the temporary Occupation of Lands near the Railway during the Construction thereof, for the Purpose of obtaining Materials therefrom for the Construction or Repair of the Works, or for forming temporary Roads to or from the same, are hereby incorporated with this Act; and such Clauses shall apply to the Company and the Works by this Act authorized, and only to Lands not being more than One hundred Yards distant from such Works, and shall be construed as if the Word "Waterworks" had been inserted therein instead of the Word "Railway." 8 & 9 Vict. c. 33. incorporated.

LXX. The Powers of the Company for the Purchase of Lands, Springs, and Streams for the Purposes of this Act, or for the compulsory Acquisition of any Right therein, shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.

LXXI. The Company shall, within Three Years from the passing of this Act, make, construct, and complete all necessary Works for bringing into the said City and Towns and Places adjacent within the Limits of this Act, and shall, subject to the Provisions of the Sixty-third, Sixty-fourth, and Sixty-fifth Sections of this Act, bring in for the Supply of the Inhabitants thereof the whole of the Water of the *Listonshiels North Springs*, the *East Coldwell*, the Springs of *Baad Park*, and *Baad Park Burn*, and the whole of the Springs having their Source in the Estate of *East Colzium* which they are authorized to take by this Act; and in the event of the said Works not being completed, and of the Supply of Water not being brought in as aforesaid within the Period of Three Years from the passing of this Act, the Company shall be liable in a Penalty of Five Pounds *per Diem* for every Day after the Expiration of the said Three Years, until the said Works shall be completed and the said Supply brought in, which Penalty shall be recoverable before the Sheriff at the Instance of any Person paying Rates to the Company, and shall be paid over to the Lord Provost, Magistrates, and Town Council of the City of *Edinburgh*, to be applied by them for Relief of the Poor of the said City. Certain Works to be completed within Three Years.

LXXII. The Time for the Completion of the Works by this Act authorized, except as provided by the preceding Section, shall be Four Period for Completion of Works.

Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith granted to the Company for executing such Works shall cease to be exercised, except as to so much thereof as shall then be completed.

Filtration of Supply of Water.

LXXIII. The Company shall at all Times maintain efficient Filter Beds or Filters in connexion with their Works at *Glencorse*, and shall, on or before the Thirty-first Day of *December* One thousand eight hundred and fifty-seven, make, construct, and complete, and shall in all Time coming maintain ample and sufficient Filter Beds or Filters at *Torduff*, and shall filter all Water supplied through the *Crawley* and *Torduff* Main Pipes, with the Exception of Water derived from Springs, and conveyed directly from such Springs in Pipes or covered Aqueducts to the Distribution Pipes of the Company, and such filtering Operations shall be so conducted that all the Water supplied for domestic Use shall be pure and wholesome Water; and it shall be lawful for the Town Council of *Edinburgh*, if at any Time they shall be of opinion that the Water supplied is insufficiently or imperfectly filtered, to apply to the Sheriff for the Appointment of *David Stevenson*, or *Thomas Stevenson*, or of *Alexander James Adie*, Civil Engineers, whom failing, of any other Engineer or other fit Party to be named by the Sheriff, to ascertain and report whether such efficient Filter Beds or Filters have been erected and are maintained and used by the Company for filtering the Water so brought in, so that all the Water supplied for domestic Use shall be pure and wholesome Water; and the Sheriff may thereupon give such Judgment and pronounce such Order for the Construction or Repair or Maintenance of such Filters, or for securing the Filtration of the Water brought in, as he may deem proper, and under such Penalty or Penalties as he may think fit; and the Sheriff may also award to such Petitioners or to the Company the Expenses of such Procedure, and the Expenses incurred in such Inspection and Report, and the Judgment to be pronounced by the Sheriff shall be final and conclusive, and not subject to Review.

For Protection of Reservoirs against Accidents.

LXXIV. In order to provide against Accidents to Life or Property by the bursting of any of the Reservoirs by this Act authorized to be made or maintained, whenever it shall be represented to any One of the Sheriff Substitutes of the County of *Edinburgh* by the Owners or Occupiers of any Dwelling House, Mill, Factory, or other Works or Lands situated below such Reservoir, and so as to be in danger of being destroyed or injured by the Water of such Reservoir in case it should escape therefrom, that such Reservoir is in a dangerous State, such Sheriff Substitute shall forthwith make Inquiry into the Truth of such Representation; and if he shall be satisfied that such Reservoir is in a dangerous State, he shall order and require the Company within

within a Time to be specified to put such Reservoir into a proper State of Repair, or construct such Works as may be necessary to remove the Danger; and in case the Company shall not within the Time so limited and to the Satisfaction of such Sheriff Substitute have repaired such Reservoir or constructed such Works, or in case, upon receiving such Representation as aforesaid, such Sheriff Substitute shall consider the Danger to be so imminent as not to admit of Delay, he may, if he shall think fit, order and direct the Officer in charge of such Reservoir, or any other Person or Persons whom he may think proper, to enter upon the Premises of the Company, and to open the Sluices of such Reservoir, or otherwise to let off so much of the Water from such Reservoir and to such Level as may be necessary to remove the Danger, and to keep the Water in such Reservoir at the reduced Level until such Reservoir shall have been repaired, or such Works as aforesaid shall have been constructed to the Satisfaction of such Sheriff Substitute, signified by him in a Writing superseding such Order, or until such Order shall be superseded upon Appeal, as hereinafter mentioned; and no Person acting under and in pursuance of such Order shall be deemed a Trespasser; and any Person who shall obstruct or prevent any such Person in the Discharge of such Order, or shall wilfully do any Act in contravention of such Order, shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds: Provided always, that, except when the Urgency of the Case will not permit of the Delay, such Sheriff Substitute, before making an Order to repair any such Reservoir or to construct any Works as aforesaid, or to lower the Water in any such Reservoir, shall cause Notice to be given to the Manager of the Company, and shall hear and consider any Evidence that may be tendered on behalf of the Company against the making of such Order: Provided also, that if the Company shall consider themselves aggrieved by any such Order given or pronounced by such Sheriff Substitute, they may appeal against the same to the Sheriff, who shall hear and determine such Appeal, and may either confirm or supersede the Order of such Sheriff Substitute as he may think proper, but until such Order shall be superseded it shall continue in full Force, and the Order or Judgment of the Sheriff shall be final, and not subject to Review on any Ground whatever; and all the Costs, Charges, and Expenses of applying for, obtaining, and enforcing such Order shall be borne by the Company, unless the Sheriff Substitute making the Order shall direct such Costs, Charges, and Expenses, or a proportionate Part thereof, to be borne by the Parties applying for such Order, which he is hereby authorized to do; and the Costs of any such Appeal as aforesaid shall be in the Discretion of the Sheriff: Provided further, that the Company shall not be liable to pay any Damages, Penalties, Costs, Charges, or Expenses for or in respect of or be answerable or accountable to any Person for any Diminution or Cessation of the Supply of Water or any other Breach

or Nonperformance of their or any of their Duties, Liabilities, or Obligations under this Act which may be occasioned in or by or result from the Execution of any such Order as aforesaid, anything in this Act to the contrary notwithstanding.

Committee to be appointed to regulate Discharge of Water from Threipmuir Reservoir.

LXXV. The Supply of Water to be delivered from the said *Harlaw* and *Threipmuir* Reservoirs shall at all Times be regulated by the Majority of a Committee to be from Time to Time appointed by the Owners and Occupiers of Mills on *Bavelaw Burn* and the *Water of Leith* assembled at a Meeting to be held within the City of *Edinburgh*, of which Notice shall be given by Advertisement as after mentioned, specifying the Time and Place at which such Meeting is to be held, the said Committee always consisting of Two Occupiers of Mills on *Bavelaw Burn*, of whom the Manager of the Works at *Malleny* Mills shall be One, and Three Occupiers of Mills on the *Water of Leith* below its Junction with *Bavelaw Burn*; but in case of the said Committee differing in Opinion, it shall be lawful for not less than any Two of them to complain of any Resolution, Order, or Act of the said Committee to the Sheriff, who shall adjudicate and give such Orders in the Matter as to him may seem just, and his Judgment shall be final and not liable to Review in any Court whatever; and the Notices of all such Meetings shall be inserted by any Two or more of such Owners or Occupiers at their own Expense twice at the least in any Two or more Newspapers published in *Edinburgh*, not more than Twenty nor less than Five clear Days previous to such Meetings, and which Committee or the Sheriff shall from Time to Time give the necessary Directions in Writing to the Superintendent or Person appointed and paid by the Company to take charge of the said Reservoirs for the Supply of such Water: Provided, that no Order shall be given nor any other Thing done or permitted which shall have the Effect of causing the Surface of the Water in the said Reservoirs to rise higher than the Level of the Top of the waste Weirs thereof, nor to fall lower in the said Reservoirs than Six Feet above the Level of the upper End of the off-let Pipes, which Depth of Six Feet of Water in the Hollow of the said Reservoirs is not to form Part of the Capacity of the said Reservoirs.

Committee to be appointed to regulate Discharge of Water from Harperrig Reservoir.

LXXVI. The collecting, storing, and the Supply of Water to be delivered from the said *Harperrig Reservoir* shall at all Times after the same has been completed and once filled be regulated by the Majority of a Committee to be from Time to Time appointed by the Owners and Occupiers of Mills and Manufactories on the *Water of Leith* assembled at a Meeting to be held within the City of *Edinburgh*, of which Notice shall be given by Advertisement as after mentioned, specifying the Time and Place at which such Meeting is to be held, the said Committee always consisting of Five Occupiers of

of Mills or Manufactories on the *Water of Leith*; but in case of the said Committee differing in Opinion it shall be lawful for not less than any Two of them to complain of any Resolution, Order, or Act of the said Committee to the Sheriff, who shall adjudicate and give such Orders in the Matter as to him may seem just, and his Judgment shall be final and not subject to Review in any Court whatever; and the Notices of all such Meetings shall be inserted by any Two or more of such Owners or Occupiers twice at the least in any Two or more Newspapers published in *Edinburgh* not more than Twenty nor less than Five clear Days previous to such Meetings; and such Committee or the Sheriff shall from Time to Time give the necessary Directions in Writing to the Superintendent or Person appointed and paid by the Company to take charge of the said Reservoir for the Supply of such Water: Provided always, that no Order shall be given nor any other Thing done or permitted which shall have the Effect of causing the Surface of the Water in the said Reservoir to rise higher than the Level of the Top of the waste Weir thereof, nor to fall lower than Six Feet above the Level of the upper End of the off-let Pipe of the said Reservoir: Provided also, that the Company shall pay all Expenses attendant on the Meetings and Proceedings of the said Committees of Owners and Occupiers of Mills, not exceeding the Sum of Five Pounds yearly.

Company to appoint Superintendents of Reservoirs.

LXXVII. The Company shall from Time to Time appoint proper Persons to be Superintendents or Keepers of the said *Harlaw* and *Threipmuir* Reservoirs and of the said *Harperrig Reservoir*, with competent Salaries to be paid by the Company for the Protection and Management of the said Reservoirs, who shall at all Times reside in a Dwelling House to be built or provided near to each of the said Reservoirs, and who shall draw up and put down and otherwise manage and regulate the Sluices, Weirs, and other Works, and mete out the Water for the Use of the said Mills and Manufactories, according to the written Instructions to be drawn up for the Purpose by the Parties in the Manner herein-before mentioned for the Regulation of such Reservoirs, such Instructions being always consistent with the Provisions of this Act; but in case either of the said Superintendents or Keepers shall neglect or refuse to attend to or comply with such written Instructions, he shall, on Complaint being made to the Company and Proof given by any of the said Owners or Occupiers of Mills or Manufactories of such Neglect or Refusal, be forthwith dismissed by the Company, who shall without Delay appoint some other Person in his Stead; and such other Person shall be liable to be dismissed in like Manner on a like Complaint being made and proved against him.

Constant Supply of Water to be kept.

LXXVIII. In order to satisfy the Requirements of "The Water-works Clauses Act (1847)," as to a constant Supply of Water being laid on under Pressure, the Company shall and they are hereby required to keep their Main Pipes charged with Water under Pressure, so as to afford a constant Supply of Water under Pressure as provided by the last-mentioned Act and this Act.

For regulating the Supply of Water.

LXXIX. And for the Purpose of securing to the Public the full Supply of Water which the Company are enabled to afford, the Company shall provide and maintain upon their Main Pipe from *Crawley* and upon their Main Pipe from *Torduff* such Meters as shall be deemed practicable, and shall be approved of by the Engineer of the Company and an Engineer to be named by the Lord Provost, Magistrates, and Council of the City of *Edinburgh*, or, if they differ, by a neutral Engineer to be named by the Sheriff on the Application of either Party, for measuring the Quantity of Water which is from Time to Time flowing through such Pipes; and the Company shall also provide and keep a Book or Register in which shall be entered a true Account of the average Quantity of Water indicated by the Meters as flowing through such Pipes, and shall once in each Month transmit a Copy of such Register for the Month immediately preceding, certified as correct by the Officer who shall keep the same, to the Town Clerk of the City of *Edinburgh*, in whose Hands the said Register shall be open at Business Hours to the Inspection of any Householder paying Water Rates; and it shall be lawful for the said Commissioners from Time to Time, as they shall see Cause, upon the Application of any Five Householders paying Water Rates, Three of whom shall at least possess Houses or other Premises charged at a Rent of Fifty Pounds for the Police Tax, to authorize the said Five Householders to apply to the Sheriff, who shall have Power, if he think fit, to appoint an Engineer to inspect the Works of the Company, and to ascertain in such Way as the Sheriff shall direct the Quantity of Water flowing in and through the said Main Pipes of the Company, and such Engineer shall report to the Commissioners thereupon, and upon such Report it shall be lawful for the Commissioners to require the Company to repair the existing Works, and to construct and repair such Works as by this Act they have Power to construct; and in the event of the Company failing to construct or repair such Works in conformity with such Requisition, it shall be in the Power of the said Five Householders, or any Three of them, to apply to the Sheriff, who shall, if he think fit, enforce such Requisition of the Commissioners; and the Sheriff shall determine whether the Expense of such Applications, Appointments, Inspections, and other Proceedings herein-before mentioned, or any of them, shall be borne and paid by the Company, or by the Householders at whose Instance the same may

take

take place; and the Judgment of the Sheriff in any of the Matters aforesaid shall be final, and not liable to the Review of any Court whatever.

Water to be supplied to Public Wells.

LXXX. The Company shall, in virtue of the Powers and Authorities hereby committed to them, and out of the Rates and Duties by this Act granted, supply Water to the public Wells of the City of *Edinburgh* as these existed at the Date of the Local Act, Fifty-ninth *George* the Third, Chapter One hundred and sixteen, and shall also out of the said Rates and Duties maintain and supply with Water the Thirty additional public Wells erected by the Company in poorer Localities of *Edinburgh*, *Leith*, and *Portobello* in pursuance of the first-recited Act.

Company to perform Contracts obligatory on Magistrates of Edinburgh.

LXXXI. The Company shall perform all lawful Contracts entered into by the Lord Provost, Magistrates, and Council of the City of *Edinburgh* under any Act for the better supplying the said City with Water passed previous to the Date of the said Act of Fifty-ninth *George* the Third, and shall free and relieve the said Lord Provost, Magistrates, and Council of all Obligations incumbent on them for or in respect of supplying Water either to the Inhabitants or to any of the public Institutions in the said City; and the Company shall supply Water *gratis* to the Royal Infirmary and House of Refuge and Prisons in the said City, provided that the necessary Expense of laying, maintaining, and upholding the Pipes for conducting the Water shall be defrayed by the Managers of the Royal Infirmary and House of Refuge and by the County Prison Board, so far as these Parties respectively are concerned; and nothing in this Act contained shall be held or construed to continue the Guarantee imposed on the City of *Edinburgh* by the said Act of Fifty-ninth *George* the Third for any Injury to be done by the bursting of the Reservoir constructed under the Authority of the said Act, but such Guarantee shall be and the same is hereby absolutely discharged, and the City of *Edinburgh* and the Community and Revenues thereof shall be no longer liable, in respect of such Guarantee or otherwise, to make Compensation to the Owners and Occupiers of Lands, Mills, Buildings, Works, or Establishments, or any other Person or Persons whatsoever, for any Damage or Injury that may be occasioned by the bursting of the said Reservoir.

Compensation to be made to Owners and Occupiers on the Dean Burn and Bonaly Burn.

LXXXII. And in order to make Compensation for any Injury that may arise to the Owners and Occupiers of Lands, Mills, and other Property on the Streams called the *Dean Burn* and *Bonaly Burn*, or the Streams into which they flow in their Course to the Sea, by the Construction of the Reservoirs by the first-recited Act authorized to be made on the *Torduff Burn* and at the *Bonaly Ponds*, and by the storing

storing and Diversion therein of the Waters of the said Streams and of the Feeders thereof, and more particularly to the Mills on the Estate of *Duddingston* belonging to the Most Noble the Marquis of *Abercorn*, the Company shall be bound, so long as they shall continue to divert, take, and retain in the said Reservoirs on the *Torduff Burn* and at the *Bonaly Ponds*, or to use the same for the Supply of the City of *Edinburgh*, to discharge out of the said Reservoirs, and deliver into the *Bonaly Burn*, just below the present Junction of the *Torduff* and *Dean* Burns, a Quantity of Water amounting at least to Sixty Cubic Feet *per* Minute; and in order to ensure such Delivery of the said Quantity of Water, the Company shall place and maintain on the *Bonaly Burn*, at a Point not exceeding One hundred and fifty Yards below the East End of the Offices attached to the House of *Bonaly*, a proper Water Gauge, which shall readily show and determine the Amount of Water so sent down the said *Burn;* and if any Question shall arise between the Company and any Party interested as to the Position, Construction, and Dimensions, or as to the Sufficiency and Repair, of the said Gauge, the same shall be determined by the Sheriff upon a summary Application to be made to him by any Party interested, and such Owners and Occupiers of Lands, Mills, and other Property on the said *Dean Burn* and *Bonaly Burn*, or on the Streams into which they flow in their Course to the Sea, and more particularly the said Marquis of *Abercorn*, and all Parties interested, shall have Access to the said Gauge; and the Decision of the Sheriff in the Matters aforesaid shall be final and conclusive; and in the event of the Company failing to deliver the said Quantity of Water, they shall be liable to a Penalty not exceeding Five Pounds *per* Diem for every Day in which they shall neglect or refuse so to discharge the aforesaid Quantity of Water *per* Minute into the Channel of the aforesaid Burn.

For protecting Bonaly House.

LXXXIII. And whereas there is a certain Spring or Springs from which *Bonaly House* and Grounds are supplied with Water now flowing at or near the End of the Cut or Catchwater Drain above *Bonaly House*: And whereas such Spring or Springs might be intercepted and diverted by the Works authorized by the first-recited Act: The Company shall be bound to collect and carry the Waters of the said Spring or Springs in a sufficient Pipe past the said Cut or Catchwater Drain, so as to secure the Supply of Water from the said Spring or Springs to the said House and Grounds in all Time coming; and if any Question shall arise as to the Protection of the said Spring or Springs, it shall be competent to the Owner of the Property of *Bonaly* for the Time being, after Notice given to the Company, to apply by summary Petition to the Sheriff, who upon such Application shall, with the Assistance of such Person as he shall think fit to appoint, direct the Supply of Water from the said Spring or

or Springs to be secured to the said House and Grounds; and if any Protection or increased Supply from the said Spring or Springs beyond what may have been ordered by the Company shall be directed by the Sheriff to be provided, the Expense of such Application shall be borne by the Company.

As to Quantity of Water to be discharged into the Dean Burn.

LXXXIV. Out of the Compensation in Water so fixed to be discharged into the *Bonaly Burn* at or near *Bonaly House*, a Portion of such Waters not less than Twenty Cubic Feet *per* Minute shall at all Times be discharged by the present Course of the *Dean Burn* before its Junction with the said *Bonaly Burn* through the said Grounds of *Bonaly*; and in order to prevent any Damage or Injury to *Bonaly House* and Grounds by the Discharge of Waters from the Reservoirs at *Bonaly Ponds* and on *Torduff Burn*, and at any Time when the Waters of the said Reservoirs may be discharged for the Purposes after mentioned, or otherwise, it shall not be lawful for the Company to let off at any Time into the *Dean Burn* below the Line of the said Cut or Catchwater Drain more than at the Rate of Sixty Cubic Feet *per* Minute, nor into the *Bonaly Burn* more than at the Rate of Five hundred Cubic Feet, including the said Sixty Feet *per* Minute; this Quantity to be indicated on the Gauge to be erected, and the Sixty Feet in *Dean Burn* to be indicated on a Gauge to be erected on that Stream for the Purpose, but not within the said Grounds of *Bonaly*.

Compensation to Owners of Lands, Mills, and Works, on Logan Burn and North Esk River.

LXXXV. In order to make Compensation to the Owners of Lands, Mills, and other Works on *Logan Burn* and the *North Esk River* for the Right conferred on the Company to stop, dam up, store, and use the whole Waters thereof above the *Crawley Cistern*, and for the Damage they might sustain by the Company being authorized to conduct the Waters of the *Black Springs* to the Conduit leading from the Cistern at *Robinrig* to the *Clubbiedean Reservoir*, instead of to the *Crawley Cistern* or Fountain Head, the Company shall allow to flow through the Gauge presently placed near the said *Crawley Cistern* Forty Cubic Feet of Water *per* Minute during the Six Months of *May*, *June*, *July*, *August*, *September*, and *October*, and Twenty Cubic Feet of Water *per* Minute during the other Six Months of *November*, *December*, *January*, *February*, *March*, and *April*, in addition to the Quantity of Water stipulated to flow through the said Gauge by the Local Act Sixth and Seventh *Victoria*, Chapter Eighty-nine, making the total Quantity to flow through the said Gauge at *Crawley* Two hundred and twenty Cubic Feet *per* Minute for ever thereafter, as a full Compensation for the Right conferred on the Company to stop, dam up, store, and use the whole of the Waters draining by the *Glencorse Burn* and its Tributaries above the said *Crawley Cistern*: Provided, that in the event of the said *Glencorse*

Reservoir and the said *Loganlea Reservoir* proving inadequate to afford the Quantities of Water provided to the Owners of Lands, Mills, and other Works on the Course of *Logan Burn* and *North Esk River* by the said Act of Sixth and Seventh *Victoria* and the first-recited Act, the said Owners, or any of them, shall be entitled to apply to the Sheriff, who shall ordain in Terms of the Local Act Fifty-ninth *George* the Third, Chapter One hundred and sixteen, the said Burn and *Crawley Spring* to be turned into their original Channel, and to continue to flow therein and through the aforesaid Gauge for the Use of the said Lands and Mills so long as a deficient Supply shall continue to exist, and that in lieu of the aforesaid Quantities of Water provided as aforesaid to the said Owners of Lands, Mills, and other Works.

Company liable for Damage caused by bursting of Reservoirs.

LXXXVI. If any of the Reservoirs constructed by the Company shall at any Time burst or give way in consequence of Floods or other Causes, the Company shall be liable for any Loss or Damage occasioned thereby; and the Damage thereby done to the Owners or Occupiers of Lands, Mills, or other Works, Establishments, and Buildings, shall be ascertained, on the Application of any Party interested, by the Sheriff, with or without the Assistance of a Jury, which he is hereby empowered to summon for that Purpose at the Desire of either of the Parties, whose Judgment or Verdict for the Payment of Damages by or absolving the Company, or in such Terms as he shall think fit to pronounce on advising such Applications, shall be final, and not subject to Review in any Form or in any Court whatsoever.

Guarantee to Owners of Lands, &c. on Logan Burn and North Esk River.

LXXXVII. If any Loss or Damage shall be sustained by the bursting or overflowing of the Reservoir constructed upon *Glencorse Burn*, or of the Reservoir constructed at *Loganlea*, the Amount of such Loss or Damage, to be ascertained in manner before mentioned, shall be recoverable from the Property, Funds, and Effects, heritable and moveable, of the Company to the Extent of Fifty thousand Pounds, being the Amount of the Guarantee of the City of *Edinburgh*, which is hereby discharged, preferably to any Security granted or Debt contracted by the Company subsequently to the passing of the first-recited Act, and subsisting and due at the Time such Loss or Damage may be occasioned, and reserving to the Parties concerned to recover from the Company as an ordinary Debt any surplus Sum of Damages to which they may be found entitled in manner aforesaid beyond the said Sum of Fifty thousand Pounds.

Company may draw off Water from

LXXXVIII. It shall be lawful for the Sheriff, upon Application to him by the Company, of which Application, except in Cases of Emergency, Seven Days previous Notice shall be given in at least Two

Two Newspapers published in *Edinburgh*, to authorize the Company to draw and let off the Water of their Reservoirs when and so often as it shall appear to them to be necessary for the Purpose of repairing the same or any of their Works, the Company in drawing off the said Water doing as little Damage as may be, and making full Compensation for any Loss or Damage that may be thereby sustained, and at no Time letting into the *Dean Burn*, in so far as it flows through the Lands of *Bonaly*, more than Sixty Cubic Feet *per* Minute, nor into the *Bonaly Burn*, in so far as it flows through the said Lands, above Five hundred Cubic Feet *per* Minute, nor into *Glencorse Burn* above Three thousand Cubic Feet *per* Minute. Reservoirs for Repairs.

LXXXIX. The Company shall not cleanse any of the Filter Beds already formed or which may be hereafter formed on *Glencorse Burn* by flushing the same, or sending the Impurities therein collected down the said *Burn*, but they shall remove and carry away all such collected Matter and Impurities, so that the Quality of the Water in the Stream may not be thereby affected. Prohibition against flushing Filters down Logan Burn.

XC. In the event of the Company making any Alterations on their Reservoir on the *Castle Hill*, or making a new Reservoir there, and when such Works are completed, an Engineer or Engineers to be appointed by the Sheriff on the Application of the Company, or of any Party interested in the Security thereof, (of which Application Ten Days previous Notice shall be given in at least Three Newspapers published in *Edinburgh*,) shall inspect such Works, and certify by a Writing under his or their Hand that the Works have been completed in a proper Manner, and that in his or their Opinion they form a sufficient Security against any Damage being done by bursting, leaking, or their giving way, or the contrary Opinion, as the Case may be; and until such Report or Reports is or are made, certifying the Works to be completed and sufficient, it shall not be lawful for the Company to store Water in the said Reservoirs; and the whole Expense attending such Inspection and Report shall be borne and paid by the Company, and such Report or Reports shall remain in the Office of the Sheriff Clerk of the County of *Edinburgh* open to the Inspection and Perusal of all Parties concerned. Sufficiency of Reservoir at Castle Hill.

XCI. If such Works shall at any Time burst or give way, the Company shall be liable for any Loss or Damage occasioned thereby; and the Damage thereby done to the Owner or Occupier of Lands, Mills, or other Works, Establishments, and Buildings, shall be ascertained, on the Application of any Party interested, by the Sheriff, with or without the Assistance of a Jury, which he is hereby empowered to summon for that Purpose at the Desire of either of the Parties, whose Judgment or Verdict for the Payment of Damages by In case of bursting of Castle Hill Reservoir Damages to be paid.

or absolving the Company, or in such Terms as he shall think fit to pronounce on advising such Application, shall be final, and not subject to Review in any Form or in any Court whatsoever.

Act not to affect Crown Property.

XCII. This Act shall not apply to or in any Manner affect any of the Lands, Estates, or Property of or belonging to Her Majesty, or Her Majesty's Principal Secretary of State for the War Department, or any Rights, Estates, or Interest therein or appurtenant thereto, without the Consent in Writing of the said Principal Secretary of State for the War Department for the Time being first obtained.

As to Supply of Dock-yard at Leith.

XCIII. Notwithstanding the Repeal of the recited Acts and the former Acts relating to the *Edinburgh* Water Company, all the Provisions therein contained relative to the Supply of the Castle of *Edinburgh* and Her Majesty's Dockyard at *Leith* shall remain in full Force and Effect the same as if the said Acts had not been repealed.

No additional Rate on Castle of Edinburgh.

XCIV. The Company shall continue to supply the Castle, Barracks, and Garrison of *Edinburgh* with the like weekly or other Quantity of Water, and at the like Rate in the Pound, as they have hitherto done, and without demanding or being entitled to claim or demand any further or greater Amount of Rate or Charge for such Supply of Water.

Company to transfer Works to Public Trust when required.

XCV. And whereas it may be expedient that the Management and Direction of furnishing the Supply of Water to the City of *Edinburgh*, and other Places within the Limits of this Act, should be vested in a Board of Trustees for the public Behoof, and that the Rights and Powers and Property of the Company should be transferred to and be vested in such Trustees, and it is proper that Provision should be now made for effecting such Transfer: Be it enacted, That from and at any Time after the passing of this Act it shall be lawful for the Company, and they shall be bound and obliged, if thereunto required in Writing by the Lord Provost of *Edinburgh*, under Authority of the joint Meeting of the Town Councils of *Edinburgh*, *Leith*, and *Portobello*, herein-after provided for, to transfer and dispone the whole Property, Rights, Privileges, Revenues, and Pertinents of every Description pertaining and belonging to the Company, and the entire Management and Control of the Supply of Water to the City of *Edinburgh*, Town of *Leith*, and other Places within the Limits of this Act, to a Board of Trustees for Behoof of the Community, to be appointed in manner hereafter provided, at such fixed annual Dividend on the Capital Stock of the Company as may be fixed to be the Value of the same by Arbitration, to be carried on and to be regulated in the Manner provided by the Arbitration Clauses in "The Lands Clauses Consolidation (*Scotland*) Act, 1845,"

1845," which annual Dividend shall be secured, subject to the Provisions in this Act contained, in such Way and Manner as the Arbiters or Oversman under such Arbitration shall appoint.

Requisition to be made to the Company.

XCVI. Previous to such Requisition being made by the Lord Provost of *Edinburgh*, a joint Meeting of the Members of the several Town Councils of *Edinburgh*, *Leith*, and *Portobello* shall be summoned by the Lord Provost of *Edinburgh* by public Advertisement at least One Month previously in such *Edinburgh* Newspapers as he may deem proper, and by a Letter addressed at least Three Days previously through the Post Office to each Member of such Councils, to be held within the Council Chamber of *Edinburgh* on such Day as he may fix; and the Lord Provost of *Edinburgh* shall act as Chairman of such Meeting, and may adjourn the same from Time to Time; and it shall be lawful for the said Lord Provost to make such Requisition to the Company, and to proceed with all necessary Measures for the Appointment of an Arbiter or Arbiters in Terms of the said Act, if he shall be authorized so to do by Three Fifths in Number of the Members present at such joint Meeting or at any Adjournment thereof.

Constitution of Board of Trustees.

XCVII. The said Board of Trustees shall consist of Persons assessed for Water Rates on a Rental of not less than Thirty Pounds *per Annum*, to be appointed or elected as follows; *viz.*, Four by the Lord Provost, Magistrates, and Town Council of *Edinburgh*, of whom not more than One shall be a Member of such Council; Two by the Provost, Magistrates, and Town Council of *Leith*, of whom not more than One shall be a Member of such Council; One by the Provost, Magistrates, and Town Council of *Portobello*; Two by the Commissioners of the Southern Districts of *Edinburgh*, so long as these Districts shall not be represented in the Town Council of *Edinburgh*; One by the Merchant Company of *Edinburgh*; One by the Faculty of Advocates; One by the Society of Writers to the Signet; and Two by the Directors of the Company, so long as an annual Dividend on the Capital Stock of the Company shall be payable to the Shareholders thereof; and the said Trustees shall be One Body Politic and Corporate for the Purposes of this Act by the Name of "The *Edinburgh and Leith* Water Trust," and by that Name shall and may sue and be sued, and shall and may hold Lands, Tenements, or Heritages for the Use of the said Trust, and by that Name shall have perpetual Succession and a Common Seal.

Election of Trustees.

XCVIII. Within One Month after such Requisition being made by the Lord Provost of *Edinburgh* to the Company, the Bodies hereby authorized respectively to appoint or elect Trustees shall proceed to make such Appointment and Election, and the Trustees to be then elected shall be placed on a Roll in the Order in which the Bodies by

whom they have been respectively appointed are herein-before named; and when any of the said Bodies shall appoint more than One Trustee, such Body shall determine the Order in which the Trustees named by it shall be so enrolled, and the Trustees so elected shall continue in Office until the Second *Tuesday* in *December* immediately following the Election, and on the said Second *Tuesday* of *December*, and on every Second *Tuesday* of *December* thenceforward, the Trustees shall go out of Office by Rotation, and their Successors shall be appointed according to the Rota specified in the Schedule (A.) to this Act annexed; and in case there shall be any Failure by any of the Bodies above mentioned to elect a Trustee or Trustees, it shall be lawful for the Board of Trustees to supply his or their Place until the next Period of Election; and in case any Trustee or Trustees who may be elected shall fail to accept or shall die, it shall be lawful for such of the said Bodies by whom he or they shall have been elected at any Meeting regularly called to elect another Trustee or Trustees in his or their Place; and in case such Body shall fail to elect a Trustee as aforesaid within One Month after Requisition by the Clerk to the Trustees, which the Clerk is hereby required to make on the Occurrence of such Vacancy, the Trustees shall proceed to fill up such Vacancy until the next Period of Election; provided, that it shall be lawful to re-elect any of the Trustees going out of Office as aforesaid, and that they shall remain in Office until their Successors are appointed.

Election of Trustees, if Southern Districts represented in Town Council.

XCIX. In the event of such public Trust being constituted, and of the Southern Districts of the City of *Edinburgh* becoming represented in the Town Council, and thus ceasing to have Right to elect Two Persons to be Members of the Board of Trustees, the Town Council shall then, and in all Time thereafter, elect Six Members of the Board of Trustees in place of Four as herein-before provided, and the Trustees so to be appointed shall have the same Rights, Powers, and Privileges as the other Trustees; and the Trustees shall in that event go out of Office in rotation, and their Successors shall be appointed according to the Rota specified in the Schedule (B.) to this Act annexed.

Meetings of Trustees.

C. The Trustees shall hold their First General Meeting in *Edinburgh* on the First *Monday* after the Election of the last of the said Trustees, and shall thereafter hold General Meetings at *Edinburgh* on the First *Monday* of every Month, and at such other Times as they may adjourn to; and it shall be lawful for the Chairman or Deputy Chairman, or for any Two or more of the Trustees, to require their Clerk to call Special Meetings of the said Board of Trustees, to be held at *Edinburgh*, of which written or printed Notice shall be sent through the Post Office to each Trustee.

Quorum of Trustees.

CI. Five shall be a Quorum of the Trustees, and at their First Meeting and thereafter annually they shall elect a Chairman and a Deputy Chairman, who shall continue in Office for the Space of One Year after their Election; and in the event of the Chairman or Deputy Chairman dying or demitting Office, it shall be competent to them to elect a Successor at the First Ordinary Meeting thereafter; and the Preses of each respective Meeting shall in case of Equality have, besides his deliberative Vote, also a Casting Vote.

Trustees may appoint Officers.

CII. The Trustees shall have Power at any of such Meetings, or at any Meeting regularly called, to appoint a Clerk and all other Officers whom they may consider necessary, and to allow them such Salary respectively, and to require such Security, as they shall consider reasonable and proper; and it shall be lawful for the Trustees to set apart a Sum not exceeding Two hundred Pounds *per Annum* for the Remuneration of such of the Trustees as shall attend the Meetings in such Proportion as they may think fit.

Dividend payable to the Company to be fixed by Arbitration.

CIII. It shall be lawful for the Trustees to appear and sist themselves as Parties in the said Arbitration, and to be heard in regard to the Amount of the annual Dividend to be paid and secured to the Company in respect of such Transfer, and in regard to the Manner in which the same shall be so paid and secured; and the Arbiters or Oversman shall, by Award to be pronounced by them or him, fix and determine the Amount of such annual Dividend, and how the same shall be paid and secured; and in considering and deciding the Matters referred, the Arbiters or Oversman shall have regard to the whole Circumstances of the Case, and to the future Prospects of the Company; but it is hereby provided, that the annual Dividend so to be fixed shall not be less than Five and One Half *per Centum per Annum* on the new Stock of Ninety-two thousand Pounds by the first-recited Act authorized to be raised, nor less than Three and One Half *per Centum per Annum* on the Remainder of the Capital of the Company, amounting to Two hundred and seventy-six thousand Pounds, and that such annual Dividend shall be secured upon the whole Undertaking and its Revenues preferably to any Money that may thereafter be borrowed by the said Trustees.

Awards by Arbiters to be final.

CIV. The Award to be pronounced by such Arbiters or Oversman, in conformity with the Directions by this Act given, shall be final and conclusive, and shall not be subject to Review, by Reduction or otherwise, by any Court or Courts on any Ground whatsoever on which a Decreet Arbitral is not challengeable according to the Law of *Scotland*; and the said Nomination of Arbiters and Award shall be recorded by the Arbiters or Oversman in the Books of Council and Session without any Delay, after being pronounced and signed.

CV. Upon

Property to be vested in Trustees, and Company to be relieved of Obligations.

CV. Upon such Security being provided as the Arbiters or Oversman may by such Award have fixed and determined, the Arbiters or Oversman shall, by a Writing under their or his Hand, certify that such Security has been provided to their or his Satisfaction, and such Certificate or Writing shall be recorded by them or him in the Books of Council and Session; and upon the same being so recorded, the whole Property, Rights, Privileges, Revenues, and Pertinents of every Description pertaining or belonging to the Company, and the entire Management and Control of the Supply of Water to the City of *Edinburgh*, Town of *Leith*, and other Places within the Limits of this Act, shall be and hereby are vested in the Trustees; and the Company or their Directors are hereby authorized and required immediately thereafter to grant and execute, at the Expense of the Trustees, all Deeds and Conveyances requisite for conveying to and vesting in the Trustees the said Property and other Rights hereby intended to be transferred to the Trustees, with all Clauses necessary for making the same effectual; and upon such Conveyances being granted, the Trustees shall be liable in and for the Debts, Contracts, or Obligations incurred by the Company in reference to the Purchase of *Colzium* and *Harperrig*, and in and for all the other Debts, Contracts, and Obligations incurred by the Company in Terms or by virtue of the recited Acts, or the other Acts therein recited, or this Act, and they shall be bound to free and relieve the Company and their Directors of all Claims whatsoever arising out of such Debts, Contracts, or Obligations.

Rates to be payable to Trustees.

CVI. All the Rates, Duties, Penalties, or other Monies falling due after such Transfer, which would otherwise have been payable to the Company, in virtue of the recited Acts and this Act, shall thereafter be payable to and recoverable by the Trustees, and the Trustees shall have the same Powers and Remedies for Recovery of the same in all respects as the Company have or might have but for such Transfer.

Dividends to be paid to Company by Trustees.

CVII. The Trustees shall pay, and the Company shall be entitled to receive from the Trustees, such annual Dividend as may have been fixed by the Award of such Arbiters or Oversman, and which shall be payable at the Term or Terms specified in such Award; provided, that the Rights *inter se* of the respective Shareholders of the Company in regard to the Apportionment of the Dividend fixed by such Award shall be preserved entire to the said respective Shareholders; and so long as the Undertaking shall be vested in the said Trustees neither the Lord Provost of *Edinburgh*, nor the said Professors, nor the Members of the Town Council of *Edinburgh* to be appointed as Directors, shall have any Right to vote or act as Directors of the Company, or interfere in the Concerns thereof.

CVIII. In

Power to Trustees to borrow Money.

CVIII. In the event of the Trustees finding it advantageous for the Trust to purchase and extinguish the Claims of the Shareholders to Dividends, the Trustees shall be entitled, and they are hereby authorized, to borrow, on the Security of the Works and Rights to be conveyed to them under the Authority of this Act, such further Sum of Money in addition to the Sums by this Act authorized to be borrowed as may be required for the Purchase and Extinction of the Claims of the Shareholders to such Dividends; and it shall be lawful for the Trustees out of the Money so to be borrowed to purchase and extinguish the Claims of the Shareholders to such Dividends in such Way as shall be agreed on between them and such Shareholders relative to such Purchase; provided, that the Sum so to be borrowed shall not exceed the Amount necessary for the Purchase and Extinction of such Claims to Dividends, and shall be applied to no other Purpose whatsoever, and that the same shall be postponed to all Sums of Money at the Time borrowed, due, and owing under the Authority of the recited Acts or this Act.

Number of Directors may be reduced, and Salary payable to Clerk.

CIX. After the said Transfer shall be completed it shall be lawful for the Company to reduce the Number of Directors to not less than Five; and the Trustees shall pay the Clerk of the Company Twenty-five Pounds annually for his Remuneration in regard to the Affairs of the Company.

Application of surplus Revenue.

CX. In the event of the annual Revenue received by the Trustees from the Rates leviable by them being more than sufficient to defray the annual Expenditure incumbent on them, the Surplus shall be applied by the Trustees in the Manner provided by "The Waterworks Clauses Act, 1847," with respect to the Excess of Profits.

Trustees may raise additional Rates.

CXI. If the Rates and annual Revenue to be received by the Trustees shall at any Time be insufficient for the Payment of the annual Dividend fixed to be paid to the Company, the Interest of the Debt due by and the Expense of managing and maintaining the Undertaking, the Trustees shall be bound and are hereby required from Time to Time, in addition to the Rate of Tenpence *per* Pound by this Act authorized to be levied on the Rental of private Dwelling Houses supplied with Water, to levy such further Rate on the said Rental as may be necessary for Payment of the said Dividend and Interest, and the Expense of managing and maintaining the Undertaking; provided, that such further or additional Rate shall not exceed the Sum of Twopence *per* Pound *per Annum* upon the Rental of such private Dwelling Houses.

Certain Penalties on Company not

CXII. In the event of such Trust being constituted and such Transfer being made, the Penalties in favour of the Community or Inhabitants

to affect Trustees.

Inhabitants of the District supplied, which are by the recited Acts, or the Acts therein recited, or this Act, imposed on the Company in respect to the Supply of Water or to the Execution of Works, shall not thenceforth apply to or be exigible from the Trustees or the Company; provided, that all other Penalties imposed by the said Acts or this Act shall remain entire, and shall be fully operative against the Trustees, but not against the Company.

Commissioners not to act after Trust constituted.

CXIII. Upon such Trust being constituted, and the Property and Rights of the Company being transferred as herein provided, the Commissioners appointed by this Act to audit the Accounts of the Company shall cease to act.

Trustees not personally liable.

CXIV. The Trustees shall not be liable personally in any Debts or Obligations under any of the Provisions of the recited Acts, or the Acts therein recited, or this Act, but shall only be liable as Trustees, and to the Extent of the Funds and Property of the Trust.

Expenses of Act.

CXV. The Expenses incurred in applying for and obtaining this Act, and incidental thereto, shall be defrayed out of the Monies by this Act authorized to be raised, and the Company shall be entitled to take Credit therefor in their Accounts.

SCHE-

SCHEDULES referred to in this Act.

SCHEDULE (A.)

Rotation in which Trustees shall go out of Office and be elected under Section XCVIII.

FIRST YEAR.

City of Edinburgh, One.
The Trustee standing highest on the Roll.

Leith, One.
The Trustee standing highest on the Roll.

Southern Districts, Two.
The Trustees standing highest on the Roll.

Directors of the Water Company, One.
The Trustee standing highest on the Roll.

SECOND YEAR.

City of Edinburgh, One.
The Trustee standing highest on the Roll.

Portobello, One.

Merchant Company, One.

THIRD YEAR.

The same Rotation as the First Year.

FOURTH YEAR.

City of Edinburgh, One.
The Trustee standing highest on the Roll.

Faculty of Advocates, One.

Writers to the Signet, One.

The Rotation of the Fifth Year shall be the same as the First, the Sixth as the Second, the Seventh as the Third, and the Eighth as the Fourth, and so on for all future Years.

SCHEDULE (B.)

Rotation in which Trustees shall go out of Office and be elected under Section XCIX.

First Year.

City of Edinburgh, Three.
The Trustees standing highest on the Roll.

Leith, One.
The Trustee standing highest on the Roll.

Directors of the Water Company, One.
The Trustee standing highest on the Roll.

Second Year.

City of Edinburgh, One.
The Trustee standing highest on the Roll.

Portobello, One.

Merchant Company, One.

Third Year.

The same Rotation as the First Year.

Fourth Year.

City of Edinburgh, One.
The Trustee standing highest on the Roll.

Faculty of Advocates, One.

Writers to the Signet, One.

The Rotation of the Fifth Year shall be the same as the First, the Sixth as the Second, the Seventh as the Third, and the Eighth as the Fourth, and so on for all future Years.

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