CHAPTER xvi.

An Act to authorise the Governors of George Heriot's Trust to construct New Streets and Works in the City of Edinburgh and Burgh of Leith to alter certain Feuing Plans and for other purposes. [14th May 1895.]

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WHEREAS George Heriot jeweller to King James VI. by his last will and testament dated the tenth day of December one thousand six hundred and twenty-three bequeathed the residue of his estate to the provost bailies ministers and ordinary council of the town of Edinburgh for and towards founding and erecting an hospital within the said town in perpetuity and for and towards purchasing certain lands in perpetuity to belong to the said hospital to be employed for the maintenance relief bringing up and education of poor fatherless boys freemen's sons of the town of Edinburgh And by the said will he declared that the said hospital should be governed by such institutions ordinances and directions as should be appointed either by himself in his lifetime or after his death by Dr. Walter Balcanquall Dean of Rochester And by the said will he further appointed the said provost bailies ministers and council and their successors as Feoffees to be Governors of the lands possessions revenues and goods of the said hospital:

And whereas by a codicil to his said will dated the twenty-first day of January one thousand six hundred and twenty-three (old style) he confirmed and ratified the said will and the said will and codicil were duly proved in the Prerogative Court of Canterbury on the sixteenth day of February following the date of the same:

And whereas the said Dr. Walter Balcanquall appointed certain statutes ordinances and rules for the government of the said Feoffees of Trust and Governors of the said hospital and an hospital was erected and certain lands and other hereditaments were from time to time purchased and acquired for the same:

And whereas by the local and personal Act 6 and 7 Will IV. cap. 25. intituled "An Act to explain and extend the powers of the

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" Governors of the Hospital in Edinburgh founded by George Heriot " jeweller to King James VI." reciting that the revenues of and belonging to the said hospital from the feuing out of the lands of and belonging to the same and other causes had greatly exceeded what could have been in the contemplation of the pious founder of the said hospital or the said Dr. Walter Balcanquall the lord provost bailies ministers and council were incorporated for the purposes of the said last will and codicil of the said George Heriot and the said statutes of the said Dr. Walter Balcanquall and of that Act by the name and style of " the Feoffees of Trust and Governors of George Heriot his Hospital " and further powers were conferred upon them of founding and erecting schools within the town of Edinburgh and otherwise as in the said Act mentioned :

And whereas by a scheme made under the Educational Endowments (Scotland) Act 1882 for the administration of the endowment in the city and county of Edinburgh known as " George Heriot his Hospital " and for the administration of the endowment in the city and county of Edinburgh known as the Watt Institution and School of Arts with the endowments attached thereto which scheme was on the twelfth day of August one thousand eight hundred and eighty-five approved by Her Majesty in Council it was provided that the said endowments should be amalgamated and should thenceforth be administered under the said scheme by the governing body thereby constituted and incorporated by the name of " the Governors of George Heriot's Trust " (in this Act called " the Governors ") and that the Governors should consist of twenty-one persons to be elected as the said scheme mentioned and by the said scheme provision was made for the application by the Governors of the income of the said Trust in paying the fees of scholars at public or State-aided schools in the city of Edinburgh for elementary education whose parents or guardians not being in receipt of parochial relief were in such circumstances as to require aid for providing elementary education and in providing maintenance and clothing for the most necessitous of the said scholars and in establishing school bursaries and in establishing a school for boys to be called George Heriot's Hospital School and in maintaining on the foundation thereof poor orphans and fatherless children of burgesses of Edinburgh and in providing and in instituting free scholarships at the said school and in providing for the maintenance improvement and extension of the Watt Institution and School of Arts as a college for providing technical and general education for the industrial classes of both sexes on a scale suitable to the great and increasing wants of those classes and otherwise for the

advancement of education in the city of Edinburgh as in the said scheme set forth:

And whereas the Governors are possessed of large and valuable estates in the city of Edinburgh and burgh of Leith and the construction of the new streets and works in this Act mentioned would improve the value of the said estates and increase the revenues derived therefrom applicable for the purposes of the said scheme and would also be of public and local advantage and it is expedient that the Governors be authorised to construct the same and apply their funds for that purpose:

And whereas certain lots of ground or building stances for villas being part of the lands of Coates in the city of Edinburgh belonging to the said Feoffees of Trust and Governors of George Heriot his Hospital as delineated on a ground or feuing plan made out by Alexander Black architect in Edinburgh and superintendent of works to the said hospital and agreeably to which plan buildings were to be erected on the said lots of ground were exposed to public roup and sale by the said Feoffees on the second day of April one thousand eight hundred and fifty-one and subsequent days subject to certain articles and conditions of roup and sale (in this Act called "the recited articles and conditions") and certain of the said lots were feued subject to the recited articles and conditions the last of such feus being granted on the fifth day of October one thousand eight hundred and seventy-six:

And whereas the Governors and their said predecessors the said Feoffees have been unable to feu the remaining lots in accordance with the said plan and the recited articles and conditions and by reason thereof the Governors have for many years been deprived of the income which would otherwise be derived from the same if feued for building and owing to lapse of time the construction on the west side thereof of the Edinburgh Leith and Granton branch of the Caledonian Railway and other circumstances it is not now practicable to feu the remaining lots in accordance with the said plan and recited articles and conditions:

And whereas it is expedient that the Governors should be authorised to the extent and on the terms in this Act mentioned to lay out and dispose of the said lands of Coates comprised in the recited articles and conditions so far as the said lands are still unfeued in a manner more suitable to the altered circumstances of the case:

And whereas by a contract (in this Act called "the recited contract") made between the Feoffees of Trust and Governors of George Heriot his Hospital on the one part and Robert Jamieson writer to the Signet and Alexander Jamieson accountant in

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Edinburgh for himself and as factor and commissioner for the other parties in the recited contract mentioned on the other part dated the second and eighth days of January and twelfth day of February one thousand eight hundred and forty-six and registered in the new particular Register of Sasines for Edinburgh on the thirteenth day of February one thousand eight hundred and forty-six and in the books of council and session on the twentieth day of March one thousand eight hundred and forty-six on the narrative that it appeared to be for the mutual advantage of the parties to lay out their grounds at Heriothill and Broughton Road to the extent therein described for building houses thereon according to a joint building plan prepared by Alexander Black architect in Edinburgh superintendent of works to the said hospital the parties obliged themselves and their respective successors heirs disponees or assignees in the said grounds therein described belonging to them respectively to form and execute on the said grounds belonging to them respectively the several streets rows terraces places retaining walls parapet walls and railings and pleasure ground including the stair or an equally convenient access from the north end of Bellevue Terrace to the Canonmills Road and others of the breadth and dimensions as delineated on the said building plan and it was also therein declared that the houses to be erected in the said streets rows terraces places and others on said grounds should be built according to said building plan and in strict conformity to the elevation plans subscribed as relative thereto except as therein mentioned and to the foresaid extent each of the parties should have a servitude over the ground belonging to the other so far as laid down on said plan and therein-before described:

And whereas certain lots of the ground belonging to the Governors and included in the recited contract have been feued under the plan in the recited contract mentioned the last of such feus being dated the ninth day of October one thousand eight hundred and fifty-six:

And whereas the Governors and their predecessors the said Feoffees have been unable to feu the remainder of the said ground belonging to them in accordance with the said last-mentioned plan and recited contract and thereby the Trust has been for many years deprived of the income that would have been derived from the said ground if feud for building and owing to the lapse of time and change in the character of the district and other circumstances it is not now practicable to feu the remaining lots in accordance with the said plan:

And whereas it is expedient that the Governors should be authorised to the extent and on the terms in this Act mentioned to

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lay out and dispose of the said lands comprised in the recited contract so far as the same are still unfeued in a manner more suitable to the altered circumstances of the case :

And whereas the said unfeued ground comprised in the recited contract is bounded on the north side thereof by Lower Broughton Road and the widening of that road would be of public and local advantage and the lord provost magistrates and council of the city of Edinburgh (in this Act called "the corporation") have applied to the Governors to sell to them such portion of the said ground as is necessary for that purpose but the Governors by reason of the recited contract plan and feus are unable to sell the same :

And whereas it is expedient that the Governors should be authorised to borrow money for the purposes of this Act :

And whereas plans and sections showing the lines and levels of the said intended streets and works and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands and other property required or which may be taken for the purposes of this Act have been deposited with the principal sheriff clerk of the county of Midlothian and with the principal sheriff clerk of the county of the city of Edinburgh and are herein-after in this Act referred to as the deposited plans sections and book of reference :

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

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

Short title.

1. This Act may be cited for all purposes as George Heriot's Trust Act 1895.

Incorporation of Acts.

2. The Lands Clauses Acts are (except where expressly varied by this Act) incorporated with and form part of this Act.

Power to make streets and works.

3. Subject to the provisions of this Act the Governors may in the lines and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the streets and works herein-after described together with all necessary and proper appliances works and conveniences incidental or subsidiary thereto and may enter upon take and use such of the lands delineated upon the deposited plans and

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described in the deposited book of reference as may be required for that purpose :—

(1) A widening on the west side and improving (Work No. 1) in the parish of Saint Cuthbert's of the street running northwards from Haymarket Road one hundred and sixteen yards or thereabouts west of the boundary wall of Donaldson's Hospital commencing at the point of junction of the said street with Haymarket Road and terminating at a point seventy-one yards or thereabouts measured in a northerly direction along the said street from the centre of Haymarket Road;

(2) A new street (Work No. 2) in the parish of Saint Cuthbert's commencing on the north side of Haymarket Road at a point thirty yards or thereabouts measured in an easterly direction from the milestone in that road indicating the distance of one mile from Edinburgh and terminating at a point six yards or thereabouts measured in a westerly direction from the north west corner of the boundary wall of St. Helen's Villa West Coates;

(3) A widening and improving (marked on the deposited plans as Work No. 4) in the parish of Saint Cuthbert's of Lower Broughton Road on the south side thereof commencing at its junction with Bellevue and terminating at a point fifty-six yards or thereabouts measured in an easterly direction along that road from the centre of the gate in that road giving access to the sandpit at the back of Claremont Crescent;

(4) A bridge (marked on the deposited plans as Work No. 5) over the Leith branch of the Caledonian Railway commencing in the parish of North Leith at a point in the wall on the north side of the service road leading from West Trinity Road to the coal sidings of the Caledonian Railway Company at Denham Green one hundred and ninety yards or thereabouts measured in an easterly direction along and from the termination of said wall at Trinity Road West and terminating in the parish of Saint Cuthbert's at a point in the wall on the south side of the said branch railway one hundred and ninety-two yards or thereabouts measured in an easterly direction along and from the termination of that wall at Trinity Road West.

Correction of errors in deposited plans and book of reference.

4. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Governors after giving ten days notice to the owners lessees and occupiers of the lands in question may apply to the sheriff of the Lothians and Peebles for the correction thereof and if it shall appear to such sheriff that such omission misstatement or erroneous

description arose from mistake he shall certify the same accordingly and shall in such certificate state the particulars of any such omission and in what respect any such matter shall have been misstated or erroneously described and such certificate shall be deposited with the principal sheriff-clerk of the county of the city of Edinburgh and with the principal sheriff-clerk of the county of Midlothian and shall be kept by such clerks respectively along with the other documents to which it relates and thereupon such plans and book of reference shall be deemed to be corrected according to such certificate and the Governors may proceed with the works in accordance therewith.

Power to take easements &c. by agreement.

5. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Governors any servitude right or privilege (not being a servitude right or privilege of water in which others than the parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights or privileges as aforesaid respectively.

For protection of sewers water and gas mains and pipes.

6.—(1) If in the construction of any of the works by this Act authorised any sewers and drains or other works of the corporation or of the corporation of the burgh of Leith as the case may be or any gas mains and pipes or other works of the Edinburgh and Leith Corporations Gas Commissioners (who are herein referred to as "the gas commissioners") or any water mains and pipes or other works of the Edinburgh and District Water Trustees (who are herein referred to as "the water trustees") or any of the main and branch sewers or other works of the water of Leith Purification and Sewerage Commissioners (who are herein referred to as "the purification commissioners") are or may be interfered with or prejudicially affected the Governors shall before proceeding to interfere with appropriate or alter or widen any street road lane or place in or under which any of the foresaid sewers drains mains and pipes and other subsidiary works respectively pertaining thereto or forming part of the same are laid give at least fourteen days previous notice of their intention so to do to the persons following respectively that is to say to the town clerk of Edinburgh on behalf of the corporation to the town clerk of Leith on behalf of the corporation of the burgh of Leith to the clerk to the gas commissioners on their behalf to the clerk to the water trustees on their behalf and to the clerk to the purification commissioners on their behalf and shall along with such respective notices submit a plan

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and section showing the intended operations and the works and alterations proposed by which any sewers drains mains and pipes in any such street road lane or place will or may be interfered with or prejudicially affected and the same shall be subject to the reasonable approval of the engineers respectively to the said respective parties Provided always that if the said engineers do not within twenty-one days after the service of such notice intimate to the clerk to the Governors their approval or disapproval of the said plan and section and intended operations works and alterations the Governors may thereafter proceed to execute the works.

(2) Any interference with any such sewers drains mains and pipes shall be done so as not either temporarily or permanently to affect or interrupt the flow of sewage or the supply of water or gas and before any interference with or removal of any such sewers drains mains or pipes the Governors shall at their expense provide and maintain in all cases such substitute as may be necessary or as may be agreed upon between the Governors and the said respective parties or as may be determined by the arbiter aftermentioned.

(3) In the execution of Work No. 5 provision shall be made by the Governors to the satisfaction of the water trustees and the gas commissioners respectively for carrying along or across the bridge all such water and gas mains and pipes as may be reasonably required at any time for the supply of water and gas.

(4) Any alteration removal diversion or relaying of or interference with any existing sewers drains water or gas mains or pipes or for the protection of the same caused by the construction of the works authorised or in the exercise of any of the powers conferred by this Act shall unless otherwise agreed be done and executed respectively by the corporation the corporation of the burgh of Leith the water trustees the gas commissioners and the purification commissioners as the case may be or by persons employed by them respectively and all the reasonable cost thereof and consequent thereon and all expenses and charges incident thereto shall be repaid by the Governors to the corporation the corporation of the burgh of Leith the water trustees the gas commissioners and the purification commissioners respectively as the case may be.

(5) If and in consequence of the execution of Work No. 4 the gas commissioners should consider it necessary for the protection of their twelve-inch main lying below the pavement on the south side of Lower Broughton Road to remove the same from its present position they shall be entitled to remove the same and to lay such mains and pipes and to form all necessary and convenient accesses thereto on any part they may think proper either of the footpath or

of the roadway of the widened road and the Governors shall provide such reasonable depth and cover for the same as the gas commissioners may consider necessary and all the costs thereof shall be repaid by the Governors to the gas commissioners.

(6) If any difference shall at any time arise between the Governors and the corporation the corporation of the burgh of Leith the water trustees the gas commissioners and the purification commissioners respectively or their respective engineers with respect to any of the matters referred to in this section such difference shall be referred to and determined by an engineer to be agreed on or failing such agreement to be appointed by the sheriff of the Lothians and Peebles on the application of any of the parties interested.

For the protection of the testamentary trustees of Samuel Lack Mason.

7. For the protection of Helen Ledingham Mason and William Drummond the testamentary trustees of Samuel Lack Mason the following provisions shall unless otherwise agreed on between the Governors and the said trustees have effect (that is to say):—

(1) Nothing in this Act contained shall authorise the Governors to take use or in any manner interfere with the land and property belonging or reputed to belong to the said trustees shown on the deposited plans and numbered 4 in the parish of Saint Cuthbert's or any part thereof without the previous consent in writing of the said trustees or their successors in the said land and property:

(2) The plan (herein-after referred to as "the new plan") signed in duplicate by the Right Honourable Viscount Hampden the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and one duplicate of which has been deposited in the Office of the Clerk of the Parliaments shall as between the Governors and the said trustees be substituted for the plan mentioned or referred to in the feu charters already granted by the said Governors in favour of Duncan McLaren and Peter Howden the predecessors in title of the said trustees and the rights and obligations of the Governors and the said trustees and their respective successors shall except in so far as modified by the substitution as aforesaid of the new plan continue in force and shall be applied in all respects to the new plan as if the same had been the plan mentioned or referred to in the said feu charters:

(3) The strip of land coloured yellow on the new plan situate between the intended new street shown on the new plan and the western boundary of the property of the said trustees shall be kept in an ornamental condition by the Governors in all time coming and an access by a footway of four feet in width

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shall be made and thereafter maintained by the Governors from a point marked AB on the new plan to and to join the said intended new street.

For the protection of the North British Railway Company.

8. The following provisions for the protection of the North British Railway Company (herein-after called "the North British Company") shall unless otherwise agreed between the Governors and the North British Company apply and have effect (that is to say):—

(1) In carrying out the widening and improving (Work No. 4) the Governors shall not deviate downwards from the levels shown on the deposited plans and sections at or near the railway of the North British Company where the said railway passes in tunnel under Lower Broughton Road and adjoining lands and shall not either by themselves or their contractors servants agents or workmen interfere with any part of the archway of the tunnel works:

(2) Before commencing such widening plans and sections thereof showing the mode of construction and materials to be used shall not less than twenty-one days previous to such commencement be submitted to the engineer of the North British Company and no works in connexion therewith shall be commenced until the said engineer shall have approved of such plans and sections in writing under his hand Provided always that if he does not within twenty-one days after such plans and sections have been submitted to him intimate to the Governors his approval or disapproval thereof the Governors may thereupon proceed to make the widening:

(3) The Governors shall at their own expense and to the reasonable satisfaction of the said engineer execute all such works and take all such precautions in carrying out the said widening as the said engineer may consider necessary for the safety of the said tunnel and so as not to cause any injury to the archway thereof or to the railway or any interruption to the passage or conduct of traffic over the railway:

(4) If in carrying out the said widening or works in connexion therewith any injury is caused to the said tunnel or to the railway or any interruption shall arise to the passage or conduct of the traffic over the railway the Governors shall forthwith make good or remove such injury or interruption at their own expense or the North British Company may do so and the Governors shall pay to the North British Company all costs and expenses loss or damage incurred or sustained by them in respect thereof:

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(5) Except as herein specially provided nothing in this Act contained shall prejudice or affect any right which the North British Company may have under their title deeds or otherwise to prevent the erection of buildings over or near their said tunnel and to prevent any use of the ground above and adjoining said tunnel being made prejudicial to the North British Company's railway and works nor the right of the North British Company at all times in case of need to open any part of the said ground above and near the said tunnel for the purpose of repairing the said tunnel:

(6) If any difference shall arise between the Governors and the North British Company or between their respective engineers as to any plans or sections or as to the mode of executing any works referred to in this section or the sufficiency thereof such difference shall be determined by an engineer to be appointed by the sheriff of the Lothians and Peebles on the application of either the Governors or the North British Company and the costs of any such reference shall be borne and paid by the Governors.

Restriction on taking houses of labouring class.

9. The Governors shall not under the powers of this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary for Scotland ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purpose of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Limits of lateral and vertical deviation.

10. In the construction of the works by this Act authorised the Governors may deviate from the lines or position thereof shown on the deposited plans to any extent within the limits of deviation marked on the deposited plans but so that no part of any such work shall be constructed beyond such limits and may deviate from the levels shown on the deposited sections to any extent not exceeding three feet upwards and three feet downwards.

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Period for compulsory purchase of lands.

11. The powers of the Governors for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for completion of works.

12. If the streets and works authorised by this Act are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing such streets and works or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

New streets when completed to vest in magistrates and council.

13. Every new street by this Act authorised within the city of Edinburgh shall subject always to the conditions and provisions of the Edinburgh Municipal and Police Acts in force for the time within the city of Edinburgh be made up constructed causewayed paved and put into a complete and efficient state of repair by the Governors to the reasonable satisfaction of the corporation and when taken over in accordance with the provisions of the said last-mentioned Acts the same shall be vested in the corporation and shall thenceforth be regulated maintained and repaired by them and shall at all times be open to the public.

Recited articles and conditions of roup not to apply to lands not yet feued.

14. Notwithstanding anything contained in the recited articles and conditions or any feu-charter disposition or sale of any part of the lands of Coates therein referred to made under or in pursuance of such articles and conditions or in which the same are referred to the plan in such articles and conditions mentioned shall not be binding on the Governors in respect of any part of the said lands which has not been feued before the passing of this Act and subject to the provisions of this Act it shall be lawful for the Governors to lay out such last-mentioned lands and erect buildings thereon in such manner as they may deem most expedient and to feu or dispose of the same on and subject to such conditions stipulations and obligations as they think fit and freed and discharged from the recited articles and conditions or any of them Provided always that the Governors shall not at any time after the passing of this Act erect or consent to the erection of more than one villa and offices on each quarter of an acre or in their option two semi-detached villas and offices on one-third of an acre of such last-mentioned land.

Recited contract not to apply to lands not yet feued.

15. Notwithstanding anything contained in the recited contract or any feu-charter disposition or sale made under or in pursuance thereof or in which the recited contract is referred to the plan in the recited contract referred to shall not be binding on the Governors in respect of any part of their lands comprised in the recited contract which has not been feued before the passing of this Act and it

shall be lawful for the Governors to lay out such last-mentioned lands and erect buildings thereon in such manner as they may deem most expedient and to feu or dispose of the same on and subject to such conditions stipulations and obligations as they think fit and freed and discharged from the recited contract and all and every the terms thereof.

Compensation to be made in respect of lands injuriously affected.

16. If any lands which are comprised in the recited contract and which were feued on or before the passing of this Act and the subjects numbered eight Bellevue Terrace shall be injuriously affected by the exercise by the Governors of the powers in the last preceding section contained the Governors shall make compensation to all persons entitled to such lands or any interest therein so injuriously affected and the amount of such compensation unless agreed upon shall be referred to the arbitration of a single arbiter to be agreed on between the parties or failing agreement to be nominated by the sheriff of the Lothians and Peebles on the application of either party and the award of such arbiter shall be final and binding on the parties.

Confirmation of scheduled agreement with F. W. Carter and the Corporation.

17. The agreement set forth in the First Schedule to this Act made between the Governors and Frederick Walter Carter and the corporation respectively is hereby confirmed and made binding on the said parties thereto respectively.

Confirmation of scheduled agreement with F. W. Carter.

18. The agreement set forth in the Second Schedule to this Act made between the Governors and Frederick Walter Carter is hereby confirmed and made binding on the said parties thereto Provided that nothing in the said agreement shall except with the consent in writing of the Edinburgh and Leith Corporations Gas Commissioners alter or affect the servitude in favour of the Edinburgh and Leith Gas Company referred to in the said agreement.

Confirmation of scheduled agreement with the Caledonian Railway Company.

19. The agreement set forth in the Third Schedule to this Act made between the Governors and the Caledonian Railway Company is hereby confirmed and made binding on the said parties thereto.

Power to borrow and apply funds.

20. The Governors may apply any moneys in their hands either as income or capital for the purposes of this Act and for the like purposes may borrow any sum or sums not exceeding in the whole ten thousand pounds and to secure the moneys so borrowed they may mortgage the whole or any part of their property and revenues Provided that the total amount raised by borrowing and spent out of capital shall not exceed ten thousand pounds and that all moneys spent out of capital or raised by borrowing shall be repaid within

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thirty years from the spending or borrowing of the same in the same way as money spent out of capital or borrowed by the Governors is now required to be repaid or extinguished under article seventeen of the recited scheme.

Costs of Act.

21. All the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Governors out of income or out of capital money or partly in one way and partly in the other as they shall think fit.

The SCHEDULES referred to in the foregoing Act. A.D. 1895.

FIRST SCHEDULE.

MINUTE of AGREEMENT between the Governors of George Heriot's Trust incorporated by Scheme made in terms of the Educational Endowments (Scotland) Act 1882 and approved of by Her Majesty by Order in Council dated twelfth August one thousand eight hundred and eighty-five (herein-after called "the first parties") of the first part Frederick Walter Carter chartered accountant in Edinburgh (herein-after called "the second party") of the second part and the Lord Provost Magistrates and Council of the city of Edinburgh as representing the community of said city and as acting under the powers and provisions of the Edinburgh Municipal and Police Acts 1879 to 1894 (herein-after called "the third parties") of the third part.

WHEREAS the first parties are promoting in the ensuing session of Parliament a Bill intituled "A Bill to authorise the Governors of George Heriot's Trust "to construct new streets and works in the City of Edinburgh and Burgh of "Leith to alter certain feuing plans and for other purposes" and herein-after called "the Bill" by which Bill it is inter alia proposed (1) to rescind cancel and annul a contract made between the Feoffees of Trust and Governors of George Heriot his Hospital (the predecessors of the first parties) on the one part and Robert Jamieson writer to the Signet and Alexander Jamieson accountant in Edinburgh for himself and as factor and commissioner for the other parties therein mentioned (the authors of the second party) on the other part for the laying out of their grounds at Heriothill and Broughton Road to the extent therein mentioned for building houses thereon and other purposes dated said contract the second and eighth days of January and twelfth day of February and registered in the new particular Register of Sasines for Edinburgh on the thirteenth day of February and in the books of council and session on the twentieth day of March all in the year one thousand eight hundred and forty-six and also a joint building plan prepared by Alexander Black architect in Edinburgh superintendent of works to the said hospital and signed as relative to said contract (2) to authorise and empower the first parties to make and construct a widening and improving of Lower Broughton Road on the south side thereof commencing at its junction with Bellevue and terminating at a point fifty-six yards or thereabouts measured in an easterly direction along that road from the centre of the gate in that road giving access to the sandpit at the back of Claremont Crescent and (3) to authorise the first and third parties to enter into and carry into effect agreements for the sale to the third parties of such part of the lands of the first parties

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subject to the said contract as may be necessary or desirable for the widening of the said Lower Broughton Road and to declare the land so sold thereupon freed and discharged from the terms of the said contract and all servitudes rights and privileges affecting the same under the said contract or any sale or feu made in pursuance thereof And whereas the third parties are desirous of carrying out the said widening and improving of the said Lower Broughton Road under and in accordance with the powers and provisions of the said Edinburgh Municipal and Police Acts 1879 to 1894 and have applied to the first and second parties to sell to them the strips of ground after-mentioned (being the portions required for said widening) which the first and second parties are willing to do at the prices and upon the conditions after-mentioned Therefore the parties hereto have agreed and do hereby agree as follows videlicet :—

First The first parties shall sell and the third parties shall subject to the powers and provisions of the said Acts and to the conditions and for the purposes herein-after written purchase that strip of ground delineated and coloured red on the plan marked No. I. and signed of even dates herewith and as relative hereto containing eight hundred and eighty-nine square yards or thereby extending said area from the point marked A along the south side of the said road to the point marked B thence in a straight line to the point marked C thence from the said point C to the point marked D (which line C to D forms the boundary line with the property belonging to the second party) and thence from the point D back to the point A And the second party shall sell and the third parties shall purchase that strip of ground delineated and coloured yellow on the plan marked No. II. also signed of even dates herewith and as relative hereto containing eight hundred and seventy-six square yards or thereby and running along the south side of said road extending said area from the said boundary line C to D to the point marked E.

Second The third parties shall at the first term of Whitsunday or Martinmas occurring after the date of the passing of the Bill into an Act pay to the first parties the sum of 647*l.* 10*s.* 5*d.* and to the second party the sum of six hundred and thirty-eight pounds fifteen shillings (638*l.* 15*s.*) being the agreed on prices of the foresaid strips of ground and on payment of said prices the first and second parties respectively shall deliver to the third parties formal dispositions of the said respective strips of ground with entry at said term of Whitsunday or Martinmas and containing all usual and necessary clauses The third parties shall acquire the said respective portions of ground under the burdens conditions restrictions and others (except in so far as the same may be cancelled or modified by the said Act) specified in the titles in so far as applicable to the said portions of ground respectively and also under burden of a proportional part of the feu or grain duty and commuted casualties applicable thereto in the ratio that the extents of the portions of ground acquired bear to the first and second parties whole lands at Heriothill and Broughton Road respectively.

Third On delivery of the said dispositions the third parties shall be bound not later than the term of Whitsunday one thousand eight hundred and ninety-seven to carry out said widening and improving according to the true intent and meaning of these presents and in particular and without

prejudice to the foregoing generality shall be bound to block out and causeway the whole of said road (as widened) so far as fronting and running along the said lands of the first and second parties ex adverso of said strips coloured red and yellow respectively as aforesaid they shall also form and construct and pave with good paving stones or concrete a footpath along the south side of said road so far as fronting the said lands of the first and second parties ex adverso as aforesaid and the said footpath shall be at least six feet wide and be bordered with a stone or cement kerb and water channel and the said road (as widened) and footpath shall be on the lines and to the levels shown on said plans Nos. I. and II. The third parties shall also construct all necessary sky drains for the carrying off of all surface water and they shall be bound to keep in good and sufficient repair in all time coming the said road (as widened) footpath kerb water channel and sky drains.

Fourth The third parties shall carry out the following works on the first parties' lands videlicet they shall put back the existing fence the gates the wall at the eastern end of the said road and the steps to the house all as shown on said plan No. I. to the line as coloured red on said plan and shall make all necessary excavations and levelling to admit of these alterations being carried out.

Fifth The third parties shall carry out the following works on the second party's lands videlicet they shall carry out all necessary underpinning of existing houses or buildings which may be affected by the third parties' operations in connexion with widening said road together with all works required to shore up and support the buildings during the third parties' said operations The third parties shall also provide convenient accesses to the houses along said Lower Broughton Road in lieu of any such which may be shut up or removed and shall provide the necessary stairs and steps for these new accesses The third parties shall also execute any alterations required on the houses and buildings themselves so as to adapt them to the new accesses and make them equally available and convenient for the occupiers as they are at present The third parties shall also repair and make good any damage which may be caused to said houses and buildings by their said operations or any of them so as to make and leave them in as good a state as they are at present.

Sixth The whole works shall be carried out by the third parties at their sole expense under the powers and provisions relative to general improvements of the Edinburgh Municipal and Police Act 1879 as extended by the Edinburgh Municipal and Police Extension Act 1882 the Edinburgh Extension and Sewerage Act 1885 and the Edinburgh Municipal and Police Extension Act 1890 and as amended by the Edinburgh Municipal and Police Amendment Act 1891 and the Edinburgh Improvement and Municipal and Police (Amendment) Act 1893 and to the satisfaction of the first and second parties and shall be completed not later than the term of Whitsunday one thousand eight hundred and ninety-seven.

Seventh In respect the strip of ground to be acquired by the third parties from the second party is presently let along with the buildings erected thereon and along with other ground used as gardens yards and pertinents to tenants under leases expiring at Whitsunday one thousand eight hundred and ninety-seven the third parties under the foresaid powers and provisions

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of the Acts herein-before mentioned shall be bound and obliged as they hereby bind and oblige themselves to pay to the second party and his successors the rents of said ground buildings gardens yards and pertinents exigible under said existing leases up to the termination thereof not being later than said term of Whitsunday one thousand eight hundred and ninety-seven and that half-yearly and termly as they fall due commencing the first term's payment of said rents at the first term of Whitsunday or Martinmas occurring six months after the third parties' term of entry and shall also pay all taxes and burdens and perform the whole stipulations provided by said leases to be paid and performed by the tenants and shall also be bound and obliged to pay and settle all claims by the tenants of said ground buildings gardens yards and pertinents in respect of said strip of ground being sold by the second party to the third parties and all claims for damage or otherwise caused to said buildings gardens yards and pertinents or to the occupiers or contents thereof by or through the third parties' operations or any of them and shall be bound to free and relieve and harmless and skaithless keep the second party and his foresaids of from and against all such claims and demands and from all claims of damages or otherwise for accidents or injuries to any person or persons whether occupiers of said premises or otherwise caused by the third parties' said operations or any of them without prejudice to any competent objections against such claims in a question with the parties making the same.

Eighth In order to facilitate the carrying out of these presents the first parties bind themselves after obtaining the foresaid compulsory powers under the Bill whenever required by the third parties to carry out and execute the foresaid widening operations and that not later than the term of Whitsunday one thousand eight hundred and ninety-seven on condition that the third parties shall free and relieve them from all the cost thereof including any compensation which may be payable under the Lands Clauses Acts to parties interested and all expenses connected therewith.

Ninth The third parties shall pay the whole expense of and connected with this agreement and of the said dispositions to follow hereon including the expense of the necessary plans.

Tenth In case any difference of opinion shall arise with respect to the true intent and meaning of these presents or in regard to the implementing and carrying into effect of the same and of said works and others above described or as to the adjustment of the said dispositions to follow hereon the parties hereto submit and refer such difference to the determination of Sir Charles Pearson Q.C. Dean of the Faculty of Advocates whom failing of Charles Scott Dickson esquire advocate whom failing of Edward T Salvesen esquire advocate with power to said arbiter acting for the time to take the assistance of such architects civil engineers or other skilled persons as he shall think necessary and the parties bind and oblige themselves respectively to abide by and fulfil whatever the said arbiter shall determine in the premises by decreet or decreets arbitral (whether interim or final) to be pronounced by such arbiter and the said arbiter shall have power to award and decern for the expenses of the reference and proceedings against such party or parties and in such manner as he shall think just.

Eleventh The parties hereto shall perform their part of the premises each to the others under a penalty of one hundred pounds sterling to be paid by the party failing to the parties performing or willing to perform over and above performance.

Twelfth This agreement shall be scheduled to and confirmed by the Bill.

Thirteenth This agreement is subject to an agreement being entered into between the first and second parties for laying out their ground at Heriothill and to the sanction of Parliament.

Lastly The parties hereto consent to the registration hereof and of any decreet or decreets arbitral interim or final that may be pronounced by the said arbiter for preservation and execution In witness whereof these presents written on this and the three preceding pages by John Taylor Simpson apprentice to Peter Macnaughton solicitor Supreme Courts Edinburgh are together with the said plans docqueted as relative hereto subscribed in triplicate by the parties hereto all at Edinburgh as follows videlicet By the Right Honourable Andrew McDonald Lord Provost and William Skinner writer to the Signet town clerk in name and by authority of the magistrates and remanent members of council present in council on the fifth day of February one thousand eight hundred and ninety-five before these witnesses Andrew Grierson and John Finlayson Gauld both clerks in the town clerk's office Edinburgh By the said Frederick Walter Carter on the ninth day of said month of February and year last mentioned before these witnesses George Gourlay Morison Harvey and John Walker Fraser both apprentices to Carter Greig and McEwan chartered accountants Edinburgh and are sealed with the corporate seal of us the Governors of George Heriot's Trust aforesaid and subscribed by George Chrystal and the Reverend John Patrick both residing in Edinburgh two of the Governors of said Trust and the said Peter Macnaughton clerk thereof all duly authorised and empowered to sign the same on behalf thereof all on the eleventh day of said month of February and year last mentioned before these witnesses David Fowler Lowe headmaster of George Heriot's Hospital School Edinburgh and Robert White clerk to the said Peter Macnaughton (signed) G. Chrystal Governor John Patrick Governor Peter Macnaughton clerk Fred W. Carter A. McDonald Lord Provost Wm. Skinner town clerk D. F. Lowe witness Robert White witness G. G. M. Harvey witness J. W Fraser witness A. Grierson witness John F. Gauld witness.

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SECOND SCHEDULE.

Minute of Agreement between the Governors of George Heriot's Trust incorporated by Scheme made in terms of the Educational Endowments (Scotland) Act 1882 and approved of by Her Majesty by Order in Council dated the twelfth August one thousand eight hundred and eighty-five (herein-after called the "first parties") heritable proprietors of all and whole that area of ground part of the lands of Broughton lying within the regality and barony of Broughton parish of Saint Cuthberts and county of Edinburgh being the area adjoining to the ground after described and bounded in the rights and titles thereof as follows videlicet on the west partly by the road leading from Broughton Loan to Canonmills and partly by the ground after described on the north partly by the said ground and partly by the road leading from Canonmills to Pilrig and Leith on the east partly by other ground belonging to the said Governors and partly by the lands of Broughton Point belonging to the heirs of the late Alexander Forsyth writer to the Signet in Edinburgh and on the south partly by the lane behind the feus in Claremont Street and partly at the west end by the feus in Bellevue Place belonging to William Stark builder in Edinburgh of the first part and Frederick Walter Carter chartered accountant in Edinburgh (herein-after called the "second party") heritable proprietor of all and whole three acres two roods and one fall of the lands of Broughton lying within the regality and barony of Broughton parish of Saint Cuthberts and county of Edinburgh bounded in the rights and titles thereof as follows videlicet by the said road leading from Broughton Loan to Canonmills on the west the said road leading from Canonmills to Pilrig and Leith upon the north by the said lands belonging to the first parties before described on the east and south and inclosed upon the north west and east by a stone dyke of the second part.

Considering that by a contract made between the Feoffees of Trust and Governors of George Heriot his Hospital (the predecessors of the first parties) on the one part and Robert Jamieson writer to the Signet and Alexander Jamieson accountant in Edinburgh for himself and as factor and commissioner for the other parties mentioned in the said contract (the authors of the second party) on the other part dated the second and eighth days of January and twelfth day of February and registered in the new particular Register of Sasines for Edinburgh on the thirteenth day of February and in the books of council and session on the twentieth day of March all in the year

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one thousand eight hundred and forty-six the parties thereto on the narrative that it appeared to be for their mutual advantage to lay out the lands respectively belonging to them before described for building houses thereon according to a joint building plan prepared by Alexander Black architect in Edinburgh superintendent of works to the said Hospital obliged themselves and their respective successors heirs disponees or assignees in the said lands belonging to them respectively to make and construct the several streets rows terraces places retaining walls parapet walls railings pleasure ground stair and drains therein mentioned all in accordance with the said ground plan and to erect houses in accordance with the said plan and elevation plans which were also subscribed as relative thereto and they declared that each of the parties should to the extent aforesaid have a servitude over the ground belonging to the other so far as laid down on said plan before referred to but no further all as the said contract in itself more fully bears Considering further that certain portions of the said lands belonging to the first parties were feued under these conditions and in conformity with said plans but that no feuing whatever has taken place on the said lands belonging to the second party And further that no feuing has taken place on any part of the said whole lands since the ninth day of October one thousand eight hundred and fifty-six and that owing to the lapse of time (during which an entire change has taken place in the character of the district) and other circumstances the said parties are satisfied that it is not now practicable to feu the remainder of the said whole lands under the conditions of said contract and in conformity with said plans and have accordingly at the sight of each other prepared the new joint building plan after-mentioned and so that the said plan may be carried out in its entirety have agreed to make the excambion after-mentioned Considering further that the first parties propose to introduce into Parliament in the ensuing session a Bill to be intituled "a Bill to authorise the Governors " of George Heriot's Trust to construct new streets and works in the city of " Edinburgh and burgh of Leith to alter certain feuing plans and for other " purposes" and herein-after called "the Bill" by which Bill it is inter alia proposed to rescind cancel and annul the said contract and plans signed as relative thereto Therefore it has been agreed between the parties hereto as follows videlicet:—

First The parties hereto have agreed and hereby agree and declare that the said contract dated and recorded as aforesaid and the building and elevation plans signed as relative thereto so far as pertaining to the lands herein-before described shall be held as from the last date hereof to be rescinded and annulled and that in the whole clauses and tenor thereof and shall have no force or effect whatever in all time coming and the whole obligations mutually undertaken therein shall be held to have ceased and determined as from and after the last date hereof and the servitudes created in favour of the parties respectively by the said contract are hereby discharged as from and after the last date hereof.

Second The first parties agree to dispone to the second party and his heirs and assignees whomsoever all and whole that piece of ground delineated and coloured brown on the said new plan after-mentioned containing two hundred and eighty-eight square yards imperial measure or thereby and the second party agrees to dispone to the first parties and their successors in office and assignees whomsoever all and whole that piece of ground delineated and

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coloured dark blue on the said new plan after-mentioned containing two hundred and eighty-eight square yards imperial measure or thereby The entry of the parties to the said two pieces of ground to be at the first term of Whitsunday or Martinmas occurring after this agreement receives the sanction of Parliament.

Third The parties hereby approve of the said new joint building plan for the whole ground prepared at their sight by Donald Alexander Gow architect in Edinburgh and superintendent of works for the first parties and they have signed the same of even date and as relative to these presents and bind and oblige themselves to carry out the said plan and to form and execute by themselves or their feuars on the said lands belonging to them respectively and embraced in said plan the crescent streets road and pleasure ground shown thereon Providing and declaring always that neither the first nor second parties shall be bound to execute and carry out their respective parts of said plan within any specified period but shall only be bound to do so at such time or times as they shall think proper respectively except in regard to any portions of said plans which are to be carried out at the joint expense of the parties as to which portions either party may require the other party to perform his or their share whenever called upon.

Fourth The first parties shall be bound by themselves or their feuars at their own expense to make and construct the portions of the crescent street marked B to A and B to C and shall continue to the point L the street of Bellevue Terrace all as shown on said plan and the second party shall be bound by himself or his feuars at his or their own expense to construct the streets marked C to A and F to J on said plan and the first and second parties shall be bound at their joint expense to construct the portion of the said street marked A to D and the said parties shall be bound and obliged to give off from their said respective lands the portions of ground necessary for the formation of said crescent and streets Declaring as it is hereby declared that the said crescent and streets shall be of the widths and dimensions shown on said plan.

Fifth The first parties shall give off for a pleasure ground the portion of ground coloured green and marked "pleasure ground" on said plan and they shall at their own expense lay out the same in a neat and tasteful manner and inclose the ground with a stone coping and iron railing and when the said lands come to be feued the feuars in the said crescent and in the said street C to D shall have the use in common of the said pleasure ground and a servitude over the same and the parties agree to take them bound to up keep the said pleasure ground in proportion to the amount of feu duty paid by each feuar.

Sixth The first parties shall have the exclusive right of property in the area coloured pink and marked "suggested site for public building" on said plan and also in the area coloured blue thereon and shall be entitled to feu or give off the same as a site for public buildings a church school public hall or buildings of a similar character or for self-contained two-storey houses or for a park for recreation purposes Declaring however as it is hereby provided and declared that the first parties shall not be entitled but shall be expressly prohibited as they are hereby prohibited and restricted from erecting or allowing to be erected on the said two areas any dwelling-houses or shops or any manufactories workshops yards breweries or public works and from

carrying on or allowing to be carried on on said two pieces of ground any nauseous or chemical operations noisy or noxious manufactures trades occupations or callings or anything which may be deemed a nuisance or occasion annoyance or disturbance to the second party or his successors or his or their vassals or tenants or which may injure the amenity of the dwelling-houses to be erected on the second party's said lands.

Seventh The first parties shall be bound by themselves or their feuars to erect on their said lands the following classes of houses videlicet on the portion of ground fronting the said crescent street self-contained two-storey houses on the corner plot (being a continuation of Bellevue Terrace) a class of houses similar in elevation to those erected in said terrace and on the areas of ground fronting the said Lower Broughton Road four-storey tenements with power to form shops on the ground floor of said tenements and the second party shall be bound to erect or allow to be erected by his feuars on his said lands the following classes of houses videlicet on the portion of ground fronting said street C to D self-contained two-storey houses on the remaining areas of his said lands four-storey tenements Declaring however that the tenements fronting Bellevue shall be kept back to the building line delineated on the said plan but notwithstanding it shall be in the power of the second party or his foresaids should they determine to form shops on the ground floor of said tenements (which he or they shall be entitled to do in any portion or portions of their lands except the before-mentioned street marked C to D) to bring out these shops so far as facing Bellevue to the line of the present wall as said bringing out is shown in purple colouring on said plan subject to this condition however that the roofs or highest parts of such shops facing Bellevue shall not exceed in height the present level of said street of Bellevue Terrace at the said point L Declaring further that in the event of the second party or his successors not being able to utilise the portion of his ground marked J to H on the said plan or a part thereof for four-storey tenements in consequence of the North British Railway tunnel passing under part thereof as shown on said plan or in consequence of the servitude in favour of the Edinburgh and Leith Gas Company over portion of said ground constituted by minute of agreement between the said Alexander Jamieson and the said Edinburgh and Leith Gas Company dated the twenty-ninth and thirtieth July one thousand eight hundred and seventy he or they shall be entitled to erect on said portion such buildings to be occupied as dwelling-houses or shops or otherwise as he or they may be able to arrange for so long as such buildings shall not exceed four storeys in height or the second party or his foresaids shall be entitled to leave said portion of ground vacant or as an open space if considered advisable Declaring also that all these houses and tenements shall be erected in strict conformity with the elevation plans which are to be prepared at the sight of the parties and in the event of their failing to agree in strict conformity with elevation plans to be prepared by an architect to be agreed on by the parties or in the event of their failing to agree on such architect by an architect to be named by the sheriff of the county of Edinburgh for the time.

Eighth Saving and reserving to the parties hereto or either of them (but in the latter event only with the consent of the other party) to make such deviations from the said ground plan as the said parties or one of them (with

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consent foresaid) may consider necessary owing to a change in the character of district or other unforeseen circumstances.

Ninth The parties bind and oblige themselves to execute any deed or deeds (including a formal contract of excambion) which may be necessary to give full force and effect to these presents and in the event of any difference of opinion arising between the parties as to the necessity for same or as to the proper terms thereof or as to the true meaning and intent of these presents or in any way in consequence thereof or in relation thereto or in relation to carrying the same into effect the same are hereby referred to the amicable decision and decreet arbitral of Sir Charles Pearson Queen's Counsel Dean of the Faculty of Advocates whom failing of Charles Scott Dickson esquire advocate whom failing of Edward T Salvesen esquire advocate and the parties bind themselves to implement whatsoever the said arbiters may determine in the premises.

Tenth The first parties shall pay their own clerk's or agent's and architect's or superintendent of works' expenses in connexion with this agreement and plans and also in connexion with any deeds requiring to be executed in terms of the preceding article and the second party shall pay his own agent's and architect's fees in connexion with the same In the event of the second party or his foresaids being required by the first parties to appear or to be represented in Parliament in connexion with said Bill the first parties shall pay the expense thereof and free and relieve the second party thereof.

Eleventh This agreement shall be scheduled to and confirmed by the Bill.

Twelfth This agreement is subject to an agreement being entered into between the parties and the corporation of Edinburgh with reference to the corporation acquiring portions of the parties' properties for the purpose of widening the Lower Broughton Road and to the sanction of Parliament.

Lastly The parties hereto consent to the registration hereof for preservation and execution In witness whereof these presents written upon this and the five preceding pages by James McLauchlan clerk to Peter Macnaughton solicitor Supreme Courts of Scotland Edinburgh are along with the said new joint building plan subscribed in duplicate by the said Frederick Walter Carter at Edinburgh upon the ninth day of February one thousand eight hundred and ninety-five before these witnesses George Gourlay Morison Harvey and John Walker Fraser both apprentices to Messieurs Carter Greig and McEwan chartered accountants in Edinburgh and these presents are sealed with the corporate seal of the said "The Governors of George Heriot's Trust" and are along with said new joint building plan subscribed by George Chrystal and John Patrick both residing in Edinburgh two of the Governors of said Trust and the said Peter Macnaughton clerk thereof all duly authorised and empowered to sign the same on behalf thereof all at Edinburgh upon the eleventh day of said month and year last mentioned before these witnesses David Fowler Lowe head master of George Heriot's Hospital School Edinburgh and Robert White clerk to the said Peter Macnaughton (Signed) G. Chrystal Governor John Patrick Governor Peter Macnaughton clerk Fred. W. Carter D. F. Lowe witness Robert White witness G. G. M. Harvey witness J. W. Fraser witness.

THIRD SCHEDULE.

MINUTE of AGREEMENT between the Caledonian Railway Company of the first part and the Governors of George Heriot's Trust incorporated by the Educational Endowments (Scotland) Act 1882 of the second part.

WHEREAS the second parties are proprietors of the lands of Coates in the city of Edinburgh and are at present laying out for feuing purposes part of the said lands situated to the east of the Murrayfield Station on the first party's branch railway to Leith and Granton And whereas the second parties are also proprietors of the subjects known as Denham Green and the subjects known as Bangholm in Trinity Leith situated respectively on the north and south sides of the first parties' said branch railway to Leith and Granton And whereas the second parties are at present also laying out these subjects for feuing purposes and have this session introduced a Bill into Parliament entitled "A Bill to authorise the Governors of George Heriot's Trust to "construct new streets and works in the city of Edinburgh and burgh "of Leith to alter certain feuing plans and for other purposes" And whereas under the powers of the said Bill it is proposed inter alia to make and maintain (first) "a new street (Work No. 2) in the parish of Saint "Cuthbert's commencing on the north side of Haymarket Road at a point "thirty yards or thereabouts measured in an easterly direction from "the milestone in that road indicating the distance of one mile from "Edinburgh and terminating at a point six yards or thereabouts measured "in a westerly direction from the north-west corner of the boundary "wall of St. Helen's Villa West Coates" and (second) "a bridge (Work "No. 5) over the Leith branch of the Caledonian Railway commencing "in the parish of North Leith at a point in the wall on the north "side of the service road leading from West Trinity Road to the coal "sidings of the first party at Denham Green one hundred and ninety yards "or thereabouts measured in an easterly direction along and from the "termination of said wall at Trinity Road West and terminating in the "parish of Saint Cuthbert's at a point in the wall on the south side of the "said branch railway one hundred and ninety-two yards or thereabouts "measured in an easterly direction along and from the termination of that "wall at Trinity Road West" And whereas the formation of the said new street and construction of the said bridge and approaches thereto will interfere with the land or property and the railway and works of the first party and the parties have accordingly agreed with respect to the formation of the said new street and the construction of the said bridge and approaches Therefore the parties have agreed and do hereby agree as follows videlicet:—

1. The first party shall sell to the second parties and the second parties shall purchase from the first party for the formation of the said new street the triangular shaped piece of ground extending to two hundred and fifty-seven thousandth parts of an acre imperial measure or thereby delineated and coloured red on the plan marked A docquoted and signed as relative hereto

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and forming part or portion of the land or property belonging to the first party marked with the number five of the said parish of Saint Cuthbert's in the county of the city of Edinburgh on the deposited plans and described in the deposited book of reference referred to in the said Bill.

2. The second parties in forming the said deviated road shall form through the remaining ground of the first party an access for foot passengers from the said road to the station platform at Murrayfield Station at the point marked A and as shown on the said plan and shall also if and at any time required by the first party form another access from the said deviated road to the boundary of the first party's ground at the point marked B and as shown on the said plan. The said accesses shall be formed at the sole cost of the second parties and at the sight and to the satisfaction of the engineer of the first party.

3. The second parties shall pay to the first party compensation for the said piece of ground and in respect of the said remaining ground of the first party being injuriously affected by the construction of the works proposed to be authorised by the Bill as the said compensation shall failing agreement be determined in terms of the Lands Clauses Consolidation (Scotland) Act 1845.

4. The second parties may construct a bridge and approaches thereto across the said branch railway at the point of the dimensions and in the manner shown on the plan and section marked B docqueted and signed as relative hereto and the said bridge and any gas or water mains or pipes laid along or across the same shall be constructed and thereafter in all time coming maintained repaired and renewed under the superintendence and to the satisfaction of the engineer of the first party and according to plans and sections and in such manner as shall be previously approved in writing by such engineer and in all things free of expense to the first party.

5. The second parties may in the manner and to the extent shown on the said plan marked B docqueted and signed as relative hereto and at the sight and to the satisfaction of the engineer of the first party raise the level of widen and improve the portion of the road belonging to the first party which is situate to the west of the site of said bridge and which runs parallel to the said branch railway from Trinity Road West eastwards to the first party's railway depôt at Denham Green and for that purpose build the necessary retaining wall and shall construct a footpath thereon and thereafter and in all time coming keep the said retaining wall road and footpath in proper repair all free of cost to the first party Notwithstanding the provisions herein contained the solum of the said road in so far as it at present belongs to the first party shall remain and continue to be their property and the first party shall have liberty to use the whole of the said road and footpath.

6. The second parties shall in the manner shown on the said plan marked B docqueted and signed as relative hereto deviate and in all time coming keep in proper repair the portion of the said road belonging to the first party which is situate to the east of the site of the said bridge and shall construct and in all time coming maintain repair and renew a wing wall and retaining wall at the north-east end of the said bridge for the support of the said bridge and the portion of the said road deviated as aforesaid all free of cost to the first party and at the sight and to the satisfaction of the said engineer and it is hereby declared that the said wing wall and retaining wall shall be founded at the formation level of the railway Notwithstanding the provisions herein

contained the solum of the said portion of said road as also the solum of the deviated portion of road shall in so far as presently belonging to the first party remain and continue to be their property and in so far as belonging to the second parties become vested in the first party and hereafter be their property and the first party shall have the exclusive use of the said deviated portion of road and of the piece of ground lying between the retaining wall and the first party's depôt as the deviated portion of road and piece of ground are delineated and coloured blue on the plan marked C annexed and signed as relative hereto and the said wing wall and retaining wall shall be constructed as shown on said plan marked B and in such a manner as to encroach to the least possible extent on the ground at the west end of the said sidings.

7. If any injury to the said railway or any other works of the first party or to any passenger or others using or being on or upon the said railway or any interruption to the passage or conduct of the traffic over the said railway shall arise from or be in any way owing to the works or operations of the second parties or any other person authorised by them or by the said Bill proposed to be authorised or the failure thereof the second parties shall forthwith make good or remove such injury or interruption at their own expense or the first party may do the same and the second parties shall pay to the first party all costs and expenses loss or damage incurred or sustained by them in respect thereof.

8. The first party may from time to time alter or repair their said railway and other works without being liable to the second parties or any other person for any loss injury damage or interference with the said bridge and other works of the second parties or any other person authorised by them or by the said Bill proposed to be authorised or interruption to the traffic across said bridge or along said roads which may arise in connexion with or be caused by the repair or alteration of the said railway and works unless the same shall arise from some neglect or default of the first party or their agents workmen or servants and the second parties shall repay to the first party any additional expense incurred by them in any such repair or alteration by reason of the said bridge or other works of the second parties and in the execution of any such work the first party shall give notice to the second parties of any intended interference with the works of the second parties and subject as aforesaid any works of the first party so far as interfering with the works of the second parties shall be done to the reasonable satisfaction of the engineer of the second parties.

9. This agreement is conditional on the passing of the said Bill and shall be subject to the approval of Parliament In the event of any alteration being made thereon by Parliament which in the opinion of Charles Alfred Cripps Q.C. is material either party may withdraw therefrom In witness whereof these presents written upon this and the four preceding pages are along with three plans signed as relative hereto executed in duplicate by the said Caledonian Railway Company that is to say are signed by James Clark Bunten ironfounder Glasgow and Joseph Cheney Bolton of Carbrook Stirlingshire two of the directors of the Company at Westminster on the twenty-fourth day of April one thousand eight hundred and ninety-five before these witnesses Henry Bremner Neave solicitor to the Caledonian Railway Company

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and Andrew More clerk in the general manager's office of the company at Glasgow and these presents are sealed with the corporate seal of the said "Governors of George Heriot's Trust" and are along with said three plans subscribed in duplicate by the Right Honourable Andrew McDonald Lord Provost of the city of Edinburgh and James Colston residing in Edinburgh two of the Governors of said Trust and Peter Macnaughton clerk thereof on behalf thereof all at Westminster upon the twenty-fifth day of said month of April and year last mentioned before these witnesses John Kennedy writer to the Signet twenty-five Abingdon Street Westminster and George Milner Lindsay clerk to the said John Kennedy James Clark Bunten director Joseph Cheney Bolton director Henry Bremner Neave witness Andrew More witness Andrew McDonald Governor James Colston Governor Peter Macnaughton clerk John Kennedy witness George Milner Lindsay witness.

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FOR

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