CHAPTER cii.

An Act to confirm a Provisional Order of one of Her Majesty's Principal Secretaries of State for the Improvement of Unhealthy Areas in the Parliamentary Burgh of Greenock. [12th July 1877.]

A.D. 1877.

WHEREAS the Right Honourable Richard Assheton Cross, one of Her Majesty's Principal Secretaries of State, has made the Provisional Order set forth in the Schedule hereunto annexed under the provisions of the Artizans and Labourers Dwellings Improvement (Scotland) Act, 1875:

And whereas it is requisite that the said Order should be confirmed by Parliament:

Be it therefore 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:

Provisional Order in Schedule confirmed.

1. The Order set out in the Schedule hereunto annexed is hereby confirmed.

Short title.

2. This Act may be cited as the Greenock Improvement Provisional Order Confirmation Act, 1877.

A.D. 1877.

SCHEDULE.

Artizans and Labourers Dwellings Improvement (Scotland) Act, 1875.

PARLIAMENTARY BURGH OF GREENOCK IMPROVEMENT.

PROVISIONAL ORDER.

WHEREAS the Board of Police of Greenock, being the Local Authority under the said Act for the Parliamentary Burgh of Greenock, presented to me, the Right Honourable Richard Assheton Cross, one of Her Majesty's Principal Secretaries of State, a Petition praying that an Order might be made confirming a Scheme prepared by the said Board, under the above-mentioned Act, for the improvement of certain areas situated within the said burgh:

And whereas a copy of the said Scheme and of the estimates by which it was accompanied is annexed to this Order:

And whereas on consideration of the said Petition and on proof of the publication of the proper advertisements, and of the service of the proper notices, I thought fit to proceed with the case, and directed a local inquiry to be made by Mr. George Cunningham in or in the vicinity of the areas to which the Scheme relates, for the purpose of ascertaining the correctness of the official representations made to the said Board of Police as to the areas, and the sufficiency of the Scheme provided for their improvement, and any local objections to be made to such Scheme:

And whereas before commencing such inquiry the said George Cunningham made public by advertisement his intention to make such inquiry, and stated the time and place at which he would be prepared to hear all the persons desirous of being heard on the subject thereof, in accordance with the provisions of section sixteen of the above-mentioned Act:

And whereas the said George Cunningham has reported to me in favour of the said Scheme, subject to certain qualifications mentioned in his report:

And whereas the population of the working class occupying the areas comprised in the said Scheme is estimated at 2,700, and proper accommodation will be provided for that number by the said Scheme:

And whereas an agreement has been made to the following effect:

AGREEMENT of FEU

BETWEEN

Sir Michael Robert Shaw Stewart, of Greenock and Blackhall, Baronet, Her Majesty's Lieutenant for the County of Renfrew, herein-after called the first party,

and

The Board of Police of Greenock, incorporated by Act of Parliament, as the Local Authority under "The Public Health (Scotland) Act, 1867," within and for the Parliamentary Burgh of Greenock, herein-after called the second parties.

Whereas in virtue of the powers and provisions of "The Artizans and Labourers Dwellings Improvement (Scotland) Act, 1875," the second parties have made an improvement scheme for certain areas or lands situated within the said burgh of Greenock, and shown on the plans deposited with reference to the said scheme in November 1876, and they have presented a Petition to one of Her Majesty's Secretaries of State praying that an Order may be made confirming the said scheme: And whereas a portion of the lands forming the area marked K and coloured yellow on the said plan, and the other lands herein-after mentioned, belong to the first party, and the second parties have applied to him to feu the said portion and other lands to them for the purposes of the said scheme: And whereas the first party has agreed to feu the said lands to the second parties on the terms and subject to the conditions herein-after mentioned, therefore the first and second parties have agreed and do hereby agree as follows; viz.:—

First. The first party agrees to feu to the second parties, and the second parties agree to take in feu from the first party: In the first place, all and whole the lands lying on the south and north sides of Dempster Street of Greenock forming the said area marked K and coloured yellow on the foresaid plan, a copy of which is signed with reference hereto, excepting the portions of the said lands which have been feued to the Greenock Joiners Building Society, Daniel Monro, joiner in Greenock, and the Water Trust of Greenock, which portions as well as the site of Dempster Street aforesaid are not hereby agreed to be feued: And, In the second place, all and whole the lands coloured pink on the said plan, and bounded by the said area K on the north, by the first party's lands on the south, by Mount Pleasant Street on the west, and by lands feued to the said Water Trust on the east.

Second. There shall be erected on the said lands hereby agreed to be feued along the north and south lines of Dempster Street aforesaid tenements of stone and slated dwelling-houses for the accommodation of persons of the working class displaced in consequence of the carrying out of the said improvement scheme, and cellars and washing-houses for such dwelling-houses, provided that such dwelling-houses shall not be of greater height above the level of the said street than three square storeys; but there may be attics in the roof thereof, and there shall be no sunk dwelling-houses therein, and each tenement shall be internally subdivided into twelve separate dwellings or possessions, eight of which dwellings or possessions shall consist of two rooms each, and the remaining four thereof shall consist of one room each.

Third. The entry of the second parties to the said lands shall be at Martinmas next, 1877, and they shall pay therefor to the first party, or his heirs, for each year of

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the first four years, a modified feu duty at and after the rate of five shillings per pole, beginning the first year's payment of the said feu duty at Martinmas 1878 for the year preceding, and so forth at Martinmas yearly thereafter until Martinmas 1881 inclusive, when the said modified feu duty shall cease; and from and after the said term of Martinmas 1881 the permanent yearly feu duty to be paid by the second parties to the first party and his foresaids shall be at and after the rate of seven shillings per pole, beginning payment of the first year's feu duty at this last-mentioned rate at Martinmas 1882 for the year preceding, and so forth at Martinmas yearly thereafter in all time coming: Provided always, that in the event of the lands hereby agreed to be feued or any part thereof being sold or disposed of to any third party or parties for the purpose of erecting thereon the tenements and other buildings mentioned in article second hereof, the yearly feu duty to be thereafter paid to the first party and his foresaids for the lands so sold or disposed of shall be at the rate of seven shillings per pole, commencing at the first Martinmas after sale or disposal, and so forth thereafter at Martinmas yearly.

Fourth. The other terms and conditions of feu shall be those specified in the printed general conditions hereunto annexed, in so far as not inconsistent herewith or hereby altered, which printed general conditions shall be read as if they were applicable only to the lands hereby agreed to be feued.

Fifth. Such portions of the lands hereby agreed to be feued as are not required for the purpose of erecting the tenements of dwelling-houses herein-before referred to may be disposed of by the said second parties, subject nevertheless to the payment to the said first party and his foresaids of a yearly feu duty at the rate of seven shillings per pole; and the first year's feu duty shall be payable at the first term of Martinmas occurring after the date of such disposal, and so forth yearly thereafter in all time coming, and subject also to the whole conditions, restrictions, and other provisions herein-before and in the foresaid printed conditions contained or referred to, and to such further conditions relative to the character of the buildings to be erected on such portions as the said first party or his foresaids may require, such buildings to be only dwelling-houses and cellars and washing-houses therefor.

Sixth. In the event of an Act confirming the said Provisional Order not being passed during the present session of Parliament, this agreement shall become null and void, and the parties thereto shall be released therefrom.

In witness whereof, these presents, written upon this and the preceding page of stamped paper by John McLuckie, Clerk to John Macdougall, Writer in Greenock, are, together with a duplicate thereof and the general printed conditions and plan before mentioned, sealed and subscribed as follows, viz., These presents and the said duplicate and plan are subscribed by Horatio Renand Babington Peile, Factor, residing in Inverkip, as Commissioner duly appointed by the said Sir Michael Robert Shaw Stewart, and authorised to subscribe the same on his behalf, at Greenock, upon the seventeenth day of May one thousand eight hundred and seventy-seven years, before these witnesses the said John Macdougall and John McLuckie, and these presents and the said duplicate are sealed with the Common or Corporate Seal of the said Board of Police and local authority, and the same and the said printed conditions and plan are subscribed by Abram Lyle, William Boag Paul, and Allan Bertram Smith, all of Greenock, three of the members of, and John Kerr Gray, clerk to the said board and local authority, as the committee and parties authorised by them to do so on their behalf, all at Greenock, upon the

said seventeenth day of May and year last aforesaid, before these witnesses, William Blair, clerk, and Robert Richardson, apprentice, both in the Town Clerk's Office in Greenock. A.D. 1877.

Jno. Macdougall, Witness.
John M^cLuckie, Witness.
W^m Blair, Witness.
Rob^t Richardson, Witness.

Seal of the Board of Police of Greenock.

Horatio R. B. Peile.
Abram Lyle.
W. B. Paul.
Allan B. Smith.
John Kerr Gray.

General Conditions of Feus on the Estates of Sir Michael Robert Shaw Stewart, of Greenock and Blackhall, Baronet (herein-after called the Superior), referred to in the annexed Feu Missive.

1. A feu shall not be held to be made, and possession of the ground proposed to be feued shall not be given or taken, until a feu missive therefor has been signed by the feuar and delivered to the superior.

2. It shall not be necessary for the superior to sign any feu missive, and a feu missive when signed by the feuar shall be binding on both parties.

3. The ground feued shall be laid off and measured by the superior's surveyor, whose laying off and measurement shall be binding on the superior and feuar.

4. Unless otherwise specified in the feu missive, the only buildings to be erected on the ground feued shall be (first) one dwelling-house of not less than two or more than three square storeys in height above the level of the bounding street, or of the ground where there is no bounding street, and without attics in the roof thereof, and (second) cellars and a washing-house of not more than twelve feet in height above the surface level of the ground, and the said dwelling-house shall be either self-contained or divided into such possessions as shall be specified in said missive, and shall be constructed of stone, and the front wall thereof shall be of ashlar mason work; and the said cellars and washing-house shall be constructed of either stone or brick, and the whole buildings on the feu shall be slated. If the superior shall authorise a coach-house, stable, or any other outhouses to be erected, the same shall also be not more than twelve feet in height above the surface level of the ground, and be constructed of stone or brick, and slated.

5. The dwelling-house on the feu shall front to and be erected on the line of the bounding street, or at such distance back therefrom as shall be fixed by the superior or his factor, and in the latter case the area between the street and the house shall remain unbuilt upon in all time coming, and where there is no bounding street the house shall be erected on such line as the superior shall fix, and the said house shall be built according to the level of the bounding street, or where there is no bounding street according to the level to be fixed by the superior, and the cellars and washing-house, and any coach-house, stable, or other outhouses that may be authorised as aforesaid, and any dung or ash pit required for the occupier or occupiers of the dwelling-house, shall be erected on the back portion of the feu where the superior's factor shall fix.

6. The feuar shall be bound to erect on the feu a dwelling-house, of the description authorised, within twelve months after the date of the feu missive, and to maintain a dwelling-house of said description thereon thereafter.

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7. Before proceeding with the erection of any dwelling-house or other building on the feu, the feuar shall be bound to submit complete plans and elevations thereof to the superior for his approval, and until such plans and elevations have been so submitted and approved of by the superior, or his factor, no house or other building shall be erected on the feu, and, if approved of, the said plans and elevations shall be signed by the said factor, and shall be binding on the feuar, who shall be bound to adhere thereto strictly in building.

8. Unless specially authorised by the feu missive, the feuar shall not be entitled to erect on the feu any engineering work, foundry, forge, smithy, steam engine, gas work, glass work, tan work, soap work, candle work, rope work, flax work, felt work, chemical work, bone-burning work, iron work, copper work, brass work, dye work, glue work, coach work, corn mill, flour mill, farina mill, powder magazine, powder mill or manufactory, cotton mill or manufactory, woollen mill or manufactory, worsted mill or manufactory, paper mill or manufactory, sugar refinery, charring-house, barking-house, slaughter-house, distillery, brewery, pottery, sawmill, cooperage, workshops, warehouse, or any other public or private work, or a stable, coach-house, byre, dairy, barn, cart-shed, pig-house or piggery; nor shall it be competent to the feuar to form a railway or tramway on the feu, or to use the same, or any part thereof, for a mineral depôt, manure depôt, wood yard, builder's yard, or slater's yard, or as a quarry, or brick or tile work, or for any purpose other than shall be authorised by the feu missive, or that may be deemed a nuisance by the superior.

9. The feuar shall, at his own expense, enclose the feu at his entry, and at all times keep the same enclosed, on his own ground along the several boundaries thereof, by such stone walls or fences as the superior's factor shall prescribe, and where there is an area between the bounding street and the house, it shall, unless otherwise provided, be enclosed on the line of said street by an ashlar parapet wall with iron railing on top, and the feuar shall not encroach on any adjoining ground, street, or road.

10. The feuar shall also, at his own expense, make, form, and complete all roads, streets, footpaths, pavements, sewers, and drains required in connexion with the feu, or under "The Greenock Police and Improvement Act, 1865," and "The Greenock Police Improvement and Gas Act, 1871," or any future Act, in the case of a feu on the estate of Greenock; or under "The Port Glasgow Police and Improvement Act, 1865," in the case of a feu on the estate of Newark; or under "The Paisley Police or Burgh Act," in the case of a feu on the estate of Blackhall, or as shall be prescribed by the superior in regard to feus on any of his estates or lands.

11. The feu shall be holden always of and under the superior, and no sub-feu to be made by the feuar of the feu, or any part thereof, shall in any way abridge, limit, affect, or prejudice the rights, privileges, and remedies of the superior, or the real burdens, conditions, provisions, declarations, restrictions, prohibitions, obligations, and others in the feu contract to be granted to the feuar as after mentioned, all which shall continue in full force and effect notwithstanding any sub-feu, and a provision to the foregoing effect shall be inserted in the said feu contract, and shall be either inserted or referred to in statutory form in every subsequent deed of conveyance or investiture and sub-feu right of the feu, or any part thereof, under pain of nullity.

12. The feu duty, as specified in the feu missive, shall be payable by the feuar at Martinmas yearly, commencing at the first Martinmas after entry, with penalty, and interest at five per cent. per annum, as usual, till paid; and the feuar shall also pay to the superior at Martinmas in each nineteenth year after the term of entry a duplicate of the permanent yearly feu duty in name of casualty, and that over and above the feu duty of the nineteenth year, and failing payment thereof the feuar shall

not only be liable in interest thereon at the foresaid rate till paid, but shall also be bound to pay to the superior yearly, along with the ordinary feu duty, an additional feu duty equal to one half of the said ordinary feu duty, and that for each year or part of a year that the casualty or duplicate shall remain unpaid; and every proprietor acquiring right to the feu, or any part thereof, shall be liable for any unpaid casualty or duplicate and interest thereon.

13. The feuar shall not be entitled to assign or transfer the feu missive without the superior's written consent, and assignees and disponees of the feu are excluded until the feu contract has been recorded in the register of sasines as after mentioned.

14. The superior and feuar shall enter into a feu contract of the feu whenever required by either, and there shall be embodied therein the whole general conditions contained herein and in the annexed missive, and all other clauses, provisions, conditions, declarations, and others contained in the feu contracts of feus made on the estate of Greenock since the passing of "The Conveyancing (Scotland) Act, 1874," and that in legal form and the fuller form contained in the said feu contracts, which the feuar shall be held to have known, but the said feu contract shall not contain any clause of assignation of writs by the superior.

15. The superior's agent shall prepare and complete the feu missive and feu contract, and record the latter, before delivery, in the superior's chartulary; and the whole expense of both deeds, and recording the contract in the chartulary and register of sasines, and the surveyor's fee for putting plan on the contract, shall be paid by the feuar, and the superior shall not be bound to pay any part of said expense and fee, and he and his agent shall not be bound to give effect to any provision, rule, or regulation contained in any table of fees made or passed, or to be hereafter made or passed, bearing that the said expense and fee shall be paid by the superior and feuar, or the parties, mutually or in any other manner or proportions, and such provision, rule, or regulation shall not be binding on the superior or his agent.

16. All arrears of feu duty, and the expense and fee mentioned in No. 15, shall be paid by the feuar before getting delivery of the feu contract.

17. The feuar shall be bound to record the said feu contract in the appropriate register of sasines within 60 days after the last date thereof, and failing his doing so, the same and all following thereon shall be null and void, and the feu and all buildings thereon shall revert to the superior, who shall be entitled to enter into possession thereof and dispose of the same.

18. The feuar shall also be bound, within one month after the feu contract has been returned from the record, to produce the same to the agent of the superior, in order that the warrant and certificate of registration thereof may be recorded in the foresaid chartulary, and the feuar shall further be bound, as often as required by the superior, to make the title deeds of the feu forthcoming to him or his agent for a reasonable period.

19. Throughout these presents the word "superior," where it occurs, shall mean and comprehend Sir Michael Robert Shaw Stewart and his heirs in the estates of Greenock, Newark, Blackhall, Duchal, and Kilmalcolm, and his other estates and lands; and the word "feuar," where it occurs, shall mean and comprehend the party making the feu and every subsequent proprietor of the same, or any part thereof, and shall apply to both males and females, and to several persons as well as to one person, and to corporations and companies.

And whereas, regard being had to the purpose of the Scheme, it is expedient that effect should be given to the said Agreement:

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Now I, in pursuance of the powers vested in me by the said Act, hereby confirm the said Scheme, and authorise the same to be carried into execution, subject to the following conditions and modifications:

1. The power of compulsory purchase shall not extend to any of the lands comprised in the said Agreement, but the said Agreement shall be deemed to be part of the said Scheme, and shall be carried out accordingly.
2. The lands and premises which on the deposited plans are numbered 39, area A, shall not form part of the improvement areas to which the Scheme as amended by this Order shall relate.
3. The buildings on the lands constituting the improvement areas, when the same shall have been acquired, shall be taken down and removed in sections of buildings, and new buildings on the said lands shall be erected according to regulations to be from time to time made in that behalf by the Board of Police of Greenock, with the approval of one of Her Majesty's Principal Secretaries of State, subject nevertheless to the conditions of the said Agreement so far as relates to the lands comprised therein.

RICH. ASSHETON CROSS.

Home Office, Whitehall,
17 May 1877.

PARLIAMENTARY BURGH OF GREENOCK.

SCHEME made by the Board of Police of Greenock as the Local Authority for the Burgh of Greenock under "The Artizans and Labourers Dwellings Improvement (Scotland) Act, 1875."

1. The Scheme may be cited as "The Greenock Improvement Scheme, 1877."

2. In the Scheme "the Burgh" means the Parliamentary Burgh of Greenock; "the Board" means the Board of Police of Greenock, incorporated by and acting under "The Greenock Police and Improvement Act, 1865;" "the Clerk" and "the Master of Works" mean respectively the Clerk and the Master of Works of the Board; and "the maps" mean the maps which accompany this Scheme.

3. The unhealthy areas included in this Scheme are the portions of areas marked areas A, B, C, D, E, F, G, and H, coloured pink; the portions of these areas coloured green are included in the Scheme as necessary in the opinion of the Local Authority to make it efficient for sanitary purposes; and the areas marked A^1, D^1, and G^1, coloured blue, are necessary in the opinion of the Local Authority for widening the existing approaches to the unhealthy areas, or for opening out the same for the purposes of ventilation or health; and the area marked K, and coloured yellow, is necessary for the purpose of providing for the accommodation of the persons of the working class displaced

in the said areas with respect to which the Scheme is proposed, and which are respectively delineated and indicated on the maps. A duplicate of the maps is deposited at the office of the Town Clerk in Greenock, and the copies of the maps, or any part thereof, certified by the Master of Works, shall be received in all courts of justice, or elsewhere, as evidence of the contents thereof respectively.

4. The Board may enter upon, take compulsorily, and deal with, for the purposes of this Scheme, all or any of the lands described in the Schedules hereto, and delineated on the maps.

5. The Board may lay out, form, pave, sewer, and complete, in the lines shown on the maps, all or any of the new streets and improvements following; viz.,

(1.) A widening or improvement of the street called the West Breast at the north-east corner of the Vennel:

(2.) A widening or improvement of the street called the Vennel generally along the south-east side thereof from Hamilton Street to West Breast:

(3.) A widening and straightening of Taylor's Close generally on both sides from Dalrymple Street to Hamilton Street:

(4.) A widening of Dalrymple Street on the south-west side thereof from the Vennel to William Street:

(5.) A new street from the junction of Longwell Close with Shaw Street in a northerly direction, into East Breast:

(6.) A widening and improvement of Shaw Street from William Street to East Quay Lane:

(7.) A widening and improving of Longwell Close from Cathcart Street to Shaw Street:

(8.) A widening of Highland Close from Cathcart Street to Shaw Street:

(9.) A widening of East Quay Lane on the west side from Cathcart Street to East Breast:

with such other streets, approaches, communications, alterations of levels, stopping up, widening, or diverting of existing streets and otherwise as are shown on the maps, or as may hereafter be determined by the Board to be necessary or proper for the purposes of the Scheme.

All these street improvements and widenings will be in the Parish of Greenock, or New or Middle Parish of Greenock, within the parliamentary boundary of Greenock and county of Renfrew.

6. In laying out the new streets and executing the approaches and communications shown on the maps, the Board may deviate from the lines shown on the maps to any extent within the limits of deviation marked thereon, and beyond those limits with the consent of the owners, lessees, and occupiers of the lands through which a deviation is made, but not otherwise.

7. The Board may, from time to time, appropriate any parts of the unhealthy areas, and also all or any part of the sites in the vicinity thereof, delineated and

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indicated on the maps for the erection of suitable dwellings for persons of the working class; and they shall provide, either by appropriation of some parts of the unhealthy areas and such sites respectively, and by securing the erection of suitable dwellings thereon or in some other manner for the accommodation of at least as many persons of the working class as will be from time to time displaced within the unhealthy areas.

8. All dwelling-houses to be erected in accordance with this Scheme shall be well and substantially built, and shall be so situated and constructed as to secure efficient ventilation, and shall be furnished with a proper water supply and with proper drainage and other sanitary appliances and apparatus to the satisfaction of the Board; and the Board shall enforce the execution and maintenance of all other proper sanitary arrangements within the areas and sites shown on the maps.

9. The Board shall, as soon as practicable after the passing of the Act authorising this Scheme, proceed to carry the same into execution, but they may from time to time purchase and deal with parts of the lands within the unhealthy area without being required to purchase and deal with the whole of the lands within these areas.

10. The expenses of the execution of this Scheme, (so far as they are not defrayed out of receipts of the Board pursuant to "The Artizans and Labourers Dwellings Improvement (Scotland) Act, 1875,") and the costs, charges, and expenses preliminary to and of and incidental to the preparation of this Scheme and the application for the Order confirming the same, and the obtaining the confirmation by Parliament of such Order, shall be paid by the Board out of all or any of the local rates as defined by the said Act (section 2), or out of moneys borrowed in pursuance of the said Act.

John Kerr Gray,
Town Clerk, Clerk to the Local Authority.

PARLIAMENTARY BURGH OF GREENOCK.

ESTIMATE of COST of the Improvement Scheme under the Artizans and Labourers Dwellings (Scotland) Improvement Act, 1875.

November 1876.

	£
Total valuation of the properties within the areas marked A, A[1], B, C, D, D[1], E, F, G, G[1], and H, as delineated upon the maps accompanying the Scheme - -	100,000
Formation of sewers, removing old buildings, improvement of existing streets, and opening and paving new streets -	5,000
Allowance for expenses and contingencies - -	10,000
Total estimate - - -	£115,000

As shown above, I estimate the total cost of the improvement scheme of the Greenock Local Authority, of date November 1876, as shown on the accompanying maps prepared by me, at the sum of one hundred and fifteen thousand pounds sterling.

Alex. T. Turnbull, C.E.,
Master of Works.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1877.