CHAPTER cxxxi.

An Act to confirm certain agreements entered into by the Admiralty, the Town Council of the burgh of Invergordon, and the County Council of the County of Ross and Cromarty. A.D. 1930.

[1st August 1930.]

WHEREAS there are in the County of Ross and Cromarty springs, wells, reservoirs, conduits, pipes and other appliances (all hereinafter referred to as "the water supply") forming and connected with the supply of water to the Burgh of Invergordon and districts adjacent thereto:

And whereas with a view to giving effect to certain arrangements as to supplies of water being given from the water supply to the County Council of the County of Ross and Cromarty (hereinafter called "the County Council") as representing the Easter Ross District Committee and to certain other consumers of water in the Easter Ross district and as to the title to certain pipes forming part of and connected with the water supply, and as to certain other matters, there were entered into the three Minutes of Agreement hereinafter specified, which Minutes of Agreement are set forth in the schedule hereto:

And whereas it is expedient that the said Minutes of Agreement should be confirmed by Parliament:

Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this

A.D. 1930. present Parliament assembled, and by the authority of the same, as follows :—

Confirmation of Agreements.

1. The aforesaid Minutes of Agreement (namely) :—

(First) Minute of Agreement between the Admiralty of the first part and the Town Council of the second part, dated 17th February and 15th March and registered in the Books of Council and Session on 19th April all in the year 1928;

(Second) Minute of Agreement between the Admiralty of the first part and the County Council of the second part, dated 7th and 15th March and registered in the Books of Council and Session on 19th April all in the year 1928; and

(Third) Minute of Agreement between the Town Council of the first part and the County Council of the second part, dated 17th February and 7th March and registered in the Books of Council and Session on 19th April, all in the year 1928;

are hereby confirmed and shall have effect as if enacted in this Act and the parties thereto shall be deemed to have had at the date the said Minutes of Agreement were executed full power to enter into such Agreements, and to undertake the obligations thereby respectively undertaken by them.

Short title.

2. This Act may be cited as the Invergordon Water Supply Act, 1930.

The SCHEDULE referred to.

I.—MINUTE OF AGREEMENT between THE COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND (hereinafter called "the Commissioners") of the First part, and THE PROVOST, MAGISTRATES, AND COUNCILLORS OF THE BURGH OF INVERGORDON (hereinafter called "the Town Council") of the Second part.

The parties hereto, considering (First), that there are, in the County of Ross and Cromarty, Springs, Wells, Reservoirs, Conduits, Pipes and other appliances (all hereinafter referred to as "the water supply"), forming, and connected with, the supply of water to the Burgh of Invergordon and districts adjacent thereto, which water supply is shown delineated and coloured partly blue and partly red on the plan annexed and signed as relative hereto, which water supply was partly in existence prior to the outbreak of war in Nineteen hundred and fourteen, and which was, by arrangement between the parties hereto, greatly extended during the war, and to which water supply (so far as delineated and coloured blue on said plan), the parties desire the Town Council should have a good title; and further considering (Second), that the parties hereto have claims against each other in connection with the water supply and the constructions and use thereof, and for moneys lent by the Commissioners to the Town Council in connection with the water supply, and which claims the parties have resolved should be settled and discharged; and further considering (Third), that it is the desire of the parties hereto that certain arrangements be made with the County Council of the County of Ross and Cromarty as representing the Easter Ross District Committee of the County Council of Ross and Cromarty (hereinafter called "the County Council"), as to supplies of water being given from the water supply to the County Council, and as to other matters; and further considering (Fourth) that, after negotiation, the parties hereto have agreed as to the settlement of all these and certain other matters, subject to the condition that these presents shall be authorised or homologated by Parliament as aftermentioned, and that it is proper that the terms of settlement should be reduced to writing; therefore the parties hereto have agreed and hereby agree as follows:—

First.—The Commissioners hereby Assign, Dispone, Convey and make over to the Town Council, their, the Commissioners', whole right, title and interest, present and future, in the water supply, with the exception of the pipes delineated and coloured

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red on said plan, such excepted pipes being those running from near Achnagarron westwards by different routes (*a*) to the Village of Alness, and (*b*) to and beyond the Distillery of Dalmore.

Second.—The Commissioners shall obtain and deliver to the Town Council, duly recorded in the Register of Sasines, the following Deeds granted in favour of the Town Council (framed in terms to be approved by the Town Council's Solicitor):—

(*a*) Deed of Servitude by the Ardross Estates Company with consent of Dyson Perrins, Esquire, containing a servitude of maintaining water pipes from the point marked A. 1 on said plan (which is at Wester Achnacloich where the pipe has its beginning), to the point marked B. 1 on said plan (where the estate of Ardross marches with Newmore), and other adjunct rights of servitude.

(*b*) Deed of Servitude by the Trustees of John Robertson of Newmore, for the maintenance of the main pipe from the said point marked B. 1 on said plan, to the point marked B. 2 thereon (being the north side of the public road which runs east and west southwards of the farm of Inchindown), and of drawing water through the said pipe and other necessary purposes.

(*c*) Deed of Servitude by L. B. Beauchamp of Kindeace, for the maintenance of the main pipe from the point marked C. 1 on said plan (which is across the road to the south from the said point marked B. 2) to the point marked C. 2 thereon (which point is in the moor a little to the north of West Stoneyfield) and of drawing water through the said pipe and other necessary purposes.

(*d*) Deed of Servitude by the County Council of Ross and Cromarty for the maintenance of the main pipes so far as laid across or in Public Highways, and of drawing water through the said pipes and other necessary purposes.

Third.—The parties agree (one) that, in the first part of the First Schedule annexed and signed as relative hereto, there are set forth all sums due by the Town Council to the Commissioners in connection with the water supply, and the construction and use thereof, and for moneys lent by the Commissioners to the Town Council in connection with the water supply, and (two) that, in the second part of said Schedule, there are set forth the sums which it is agreed the Town Council should take credit for as in full of all their claims against the Commissioners in connection with the water supply and the construction and use thereof; and the parties hereto mutually discharge, in favour of each other, all the claims and sums appearing in said Schedule

(including in this Discharge a Discharge by the Commissioners in favour of the Town Council of the sum of Four hundred and sixty-six pounds seventeen shillings and sevenpence shown in said Schedule as the balance due by the Town Council to the Commissioners); And the Commissioners undertake to grant and deliver to the Town Council Discharges of the Bonds and Assignations in Security for Two thousand four hundred pounds and Six thousand pounds mentioned in the said Schedule; And, further, the parties mutually discharge each other of and from all claims, present and future, arising out of, or connected, in any manner of way, with the water supply and the construction and use thereof, under reservation always of the claims of the parties hereto under the obligations undertaken in these presents.

Fourth.—The Commissioners undertake that there shall be executed and recorded, for publication as well as for preservation, the Deeds specified in the Second Schedule annexed and signed as relative hereto, drafts of which Deeds have been approved of by the parties hereto. The Commissioners shall deliver extracts of these Deeds to the Town Council.

Fifth.—If any lower riparian proprietor, or proprietors, shall make any claim or claims against the Town Council in respect of water abstracted at Wester Achnacloich or Priests Well, or at any other place the origin of which abstraction or increased abstraction was after the year Nineteen hundred and fourteen, then and in that event, the Commissioners (while not admitting the competency or validity of such claims), shall free and relieve the Town Council thereof, it being, however, declared that, in the event of such claims being made and sustained, or admitted, the Town Council shall, with a view to the satisfaction of such claims, allow to the Commissioners, or to such claimants, free of charge, water at the intakes or springs to an extent sufficient in the opinion of the Engineer of the Town Council to meet the reasonable requirements of such claiming riparian proprietor, or proprietors. But the Town Council shall only be passive in this matter and shall give no guarantee as to sufficiency, quality, continuity or otherwise of the water supply.

Sixth.—Subject to what is contained in the immediately succeeding article of these presents, the Town Council shall, in all time coming, provide the Commissioners with whatever quantity of water the Commissioners shall require from the water supply and that at the price of one shilling per each thousand gallons of water to be so supplied to the Commissioners, it being hereby declared that the Commissioners shall pay the Town Council at said rate for all water supplied to the Commissioners after Twenty-first December Nineteen hundred and twenty-five: And the Commissioners undertake that, for each complete year

A.D. 1930. from the date hereof until First January Nineteen hundred and thirty-seven they shall purchase from the Town Council such quantity of water that the price will be not less than Seventy-five pounds per annum. In the event of their purchasing less, they, the Commissioners, will pay the Town Council the difference between the price of the water purchased by them and Seventy-five pounds.

Seventh.—Notwithstanding what is contained in the Sixth Article of these presents, the following provisions, bearing on the obligation therein undertaken by the Town Council to provide the Commissioners with whatever quantity of water the Commissioners shall require from the water supply, shall have effect, namely :—

(*a*) If the water available from the water supply shall, at any time, be insufficient for both (*a*) the domestic and ordinary purposes of the inhabitants of said Burgh, and (*b*) the requirements of the Commissioners, then and in that event the water then available shall be distributed between said inhabitants and the Commissioners, in, so far as possible, proportion to the requirements of said inhabitants, on the one hand, and the Commissioners, on the other hand, as such proportion shall, in the event of the parties hereto differing as to same, be fixed and determined by Alexander Grant, Civil Engineer, Queensgate, Inverness, or by a successor to be appointed to him by the parties hereto.

(*b*) At all times when there shall be, from the water supply, a supply of water more than shall be required for the domestic and ordinary purposes of said inhabitants (it being left, by the parties hereto, to the said Alexander Grant, or to a successor to be appointed to him as aforesaid, to decide, in the event of the parties differing in opinion, whether the supply of water is more than is required for the domestic and ordinary purposes of said inhabitants) the Commissioners shall have the right, in preference to all others, to be provided from such surplus with whatever quantity of water they, the Commissioners, shall require.

(*c*) In this article the words "domestic and ordinary purposes" shall be read in the sense in which they are used in the Burgh Police (Scotland) Act 1892.

Eighth.—The parties warrant to each other the Discharges contained in Article Third of these presents, and the Discharges to be granted by the Commissioners of the said two Bonds and Assignations in Security shall contain clauses of absolute warrandice.

Ninth.—In all matters relating to the meaning of these presents, or the implement thereof where any question, or dispute, or difference of opinion shall arise between the parties hereto, every such question, or dispute, or difference shall be, and is hereby, referred to the Dean of the Faculty of Advocates, whom failing to the Vice-Dean of said Faculty, as arbiters in succession, mutually chosen: And the parties Bind and Oblige themselves to implement and fulfil to each other whatever the said Dean, whom failing the said Vice-Dean, as arbiters in succession foresaid, shall determine in the premises by written awards or decreets-arbitral, interim or final: Provided always that nothing herein contained shall authorise any reference to arbitration, in terms of this article, as to the matters and question which by Article Seventh of these presents are required or permitted to be decided by the said Alexander Grant, or the successor to be appointed to him as aforesaid, or as to the grounds upon which, or mode in which any opinion may have been formed on such matters and questions by the said Alexander Grant, or the successor to be appointed to him, as aforesaid.

Tenth.—The Commissioners shall pay the whole expenses of this Minute of Agreement including the business account of the Town Council's Edinburgh Solicitor for the negotiations leading up to the entering into of same and in connection with the preparation, revisal and execution of the Deeds mentioned in the Second Schedule hereto and in the Schedules to the Minute of Agreement between the Commissioners and the District Committee (being the Agreement mentioned (first) in the Second Schedule hereto), as such business account shall, if desired, be taxed by the auditor of the Court of Session, as between agent and client.

Eleventh.—As regards the settlement of accounts between the Commissioners and the Town Council, these presents shall be final and binding as from the date of execution hereof: As regards all other matters, the validity of these presents shall depend on the obtaining of Parliamentary confirmation, and the Commissioners bind themselves at their own expense forthwith to apply for and to endeavour to obtain such Parliamentary confirmation.

Lastly.—The parties consent to the registration hereof for preservation and execution: in witness whereof these presents, typewritten on this and the six preceding pages, are (together with the two Schedules annexed hereto and the plan also annexed hereto) executed by the parties hereto in duplicate as follows, videlicet:—They are Sealed with the Common Seal of the Provost Magistrates and Councillors of the Burgh of Invergordon and are signed at a Meeting of the Town Council of said Burgh by

A.D. 1930. Donald Alexander McGregor Ross, the Provost, presiding at the said Meeting, and by William George, the Town Clerk, at Invergordon on the Seventeenth day of February Nineteen hundred and twenty-eight before these witnesses, Jessie Alexandrina MacLeod, Clerkess, One hundred and thirty-seven High Street, Invergordon, and Jessie Campbell, Domestic Servant, Ardnamara, Invergordon; and they are signed by the Right Honourable James Richard Earl Stanhope and Vice-Admiral Sir Michael Henry Hodges, two of the Commissioners for Executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for and on behalf of said Commissioners, at London on the Fifteenth day of March in the year last mentioned, before these witnesses, Herbert Needham Morrison, Civil Servant, and Edward Goldsmith, Paymaster Commander, both at the Admiralty, London.

H. N. Morrison, Witness. Stanhope.

E. Goldsmith, Witness. M. H. Hodges.

J. A. MacLeod, Witness. Seal of Town Council. D. A. M. Ross, Provost.

Jessie Campbell, Witness. Willm. George, Town Clerk.

FIRST SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT.

FIRST PART OF SCHEDULE.

Sums admitted as due by the Town Council to the Commissioners.

	£	*s.*	*d.*
(*a*) Balance remaining due on Bond & Assignation in Security for £2,400, dated 8th July 1918, granted by the Town Council in favour of the Commissioners - - - - -	2,072	14	4
(*b*) Balance remaining due on Bond & Assignation in Security for £6,000, dated 8th July 1918, granted by the Town Council in favour of the Commissioners - - - - -	5,427	19	3
(*c*) Sum lent by the Commissioners to the Town Council on 13th August 1918 - - -	3,800	0	0
	£11,300	13	7

SECOND PART OF SCHEDULE.

Sums which by arrangement between the parties are to be credited by the Commissioners to the Town Council.

	£ s. d.	£ s. d.
(*a*) In respect of materials purchased by the Town Council for Third Augmentation Works - -	5,086 0 5	
(*b*) In respect of water supplied by the Town Council to the Commissioners up to 21st December 1925 - - - - - -	4,712 15 7	
(*c*) In respect of redundancy of Third Augmentation Works -	500 0 0	
(*d*) Sum required by the Town Council for completion of works and payment of balance of Engineer's fees - - -	525 0 0	
(*e*) In respect of capitalisation of annual wayleave rent payable to Trustees of John Robertson of Newmore - - - -	10 0 0	
		10,833 16 0
Balance due by the Town Council to the Commissioners - - - - - - - -		£466 17 7

SECOND SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT.

1. Minute of Agreement between the Commissioners and the County Council as representing the Easter Ross District Committee of the County Council of Ross and Cromarty.

2. Minute of Agreement between the Town Council and the said County Council.

A.D. 1930.

II.—MINUTE OF AGREEMENT between THE COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH ADMIRAL OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND (hereinafter called "the Commissioners") of the First part, and THE COUNTY COUNCIL OF THE COUNTY OF ROSS AND CROMARTY, incorporated under the Local Government (Scotland) Act, 1889, as the Local Authority with reference to acquiring or holding land under the Public Health (Scotland) Act, 1897, and as representing the Easter Ross District Committee of the said County Council (hereinafter called "the County Council"), of the Second part.

The parties hereto considering (First) that there are in the County of Ross and Cromarty Springs, Wells, Reservoirs, Conduits, Pipes and other appliances (all hereinafter referred to as "the water supply"), forming, and connected with, the supply of water to the Burgh of Invergordon and districts adjacent thereto, which water supply is shown delineated and coloured partly blue and partly red on the plan annexed and signed as relative hereto, which water supply was partly in existence prior to the outbreak of war in Nineteen hundred and fourteen, and which was greatly extended during the war, the Commissioners being interested in the extension thereof; and further considering (Second) that the Easter Ross District Committee of the said County Council has preferred certain claims against the Commissioners in connection with the water supply and the Commissioners' actings in connection therewith, certain of such claims being founded on obligations undertaken by the Commissioners, all of which claims the parties have resolved should be settled and discharged; and further considering (Third) that it is the desire of the parties hereto that certain arrangements be made with the Provost, Magistrates and Councillors of the Burgh of Invergordon as to supplies of water being given from the water supply to the District Committee, and to certain other consumers of water in the Easter Ross District and as to other matters and that the County Council should have a good title to certain pipes (forming part of and connected with the water supply), within the said County; and further considering (Fourth) that after negotiation the parties hereto have agreed as to the settlement of all these and certain other matters and that it is proper that the terms of the settlement should be reduced to writing; therefore the parties hereto have agreed and hereby agree as follows:—

First.—In the First Schedule hereto there are detailed sums amounting to in cumulo the sum of One thousand one hundred and six pounds which the Commissioners have on the execution of these presents paid to the County Council (receipt of which the County Council hereby acknowledges); And in consideration of the payment of said sum of One thousand one hundred and

six pounds and of the other provisions of these presents, the County Council hereby discharges all claims real or pretended of whatever nature competent to or that might be put forward by the County Council against the Commissioners arising out of or connected in any manner of way with the water supply, or the construction or use thereof of the supply of water therefrom, or the abstraction of water by the Commissioners from water sources in Ross and Cromarty, or the interference by the Commissioners with such water sources; and in particular and without prejudice to the foregoing generality, the County Council hereby discharges and acquits the Commissioners of and from all obligations, express, or implied undertaken on behalf of the Commissioners in the letter dated Twenty-first September Nineteen hundred and twenty-two written by the Civil Engineer-in-Chief of the Admiralty to the Clerk to the District Committee, a copy of which letter forms the Fourth Schedule to this Minute of Agreement; which discharge before written the County Council as representing the said District Committee warrants to the Commissioners at all hands. Further considering that a Service Reservoir for the Alness Water Scheme was an integral part of the original Scheme but was meantime delayed on account of its cost, it will be open to the County Council as representing said District Committee when they are in a position financially to proceed with these works to apply to the Commissioners for a contribution towards the cost thereof, but which claim the Commissioners do not oblige themselves to admit.

Second.—The Commissioners hereby Assign, Dispone, Convey and make over to the County Council as representing said District Committee their, the Commissioners', whole right title and interest present and future in the pipes delineated and coloured red on said plan which pipes delineated and coloured red and extending from F. 1 to K. 2 on said plan form part of and are connected with the water supply.

Third.—The Commissioners shall obtain and deliver to the County Council duly recorded in the Register of Sasines the Deeds specified in the Second Schedule annexed and signed as relative hereto (framed in terms to be approved by the County Council's Solicitor), or Extracts of said Deeds.

Fourth.—The Commissioners undertake that there shall be executed and recorded for publication as well as for preservation the Deeds specified in the Third Schedule annexed and signed as relative hereto, drafts of which Deeds have been approved by the parties hereto. The Commissioners shall deliver extracts of these Deeds to the County Council.

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Fifth.—No warrandice express or implied is granted or shall be inferred against the Commissioners in connection with any matter dealt with, or referred to in these presents.

Sixth.—In all matters relating to the meaning of these presents or the implement thereof where any question or dispute or difference of opinion shall arise between the parties hereto, every such question or dispute or difference shall be and is hereby referred to the Dean of the Faculty of Advocates, whom failing to the Vice Dean of said Faculty, as arbiters in succession, mutually chosen, and the parties bind and oblige themselves to implement and fulfil to each other whatever the said Dean, whom failing the said Vice Dean as arbiters in succession aforesaid shall determine in the premises by written awards or decreets-arbitral, interim or final.

Seventh.—The Commissioners shall pay the whole expense of this Minute of Agreement and Stamp Duty thereon, including the business account of the County Council's Solicitor for the negotiations leading up to the entering into of same, and in connection with the preparation revisal and execution of the Deeds mentioned in the Second and Third Schedules hereto as such business account shall if required be taxed by the Auditor of the Court of Session, as between Agent and Client. In respect that there is to be carried through a Provisional Order for confirmation of these presents to which Provisional Order Parliamentary sanction is to be obtained, the Commissioners bind and oblige themselves to free and relieve the County Council as representing said District Committee of all expense to be incurred by them in connection therewith.

Eighth.—Both parties consent to the registration hereof for preservation and execution: in witness whereof these presents typewritten on this and the three preceding pages are (together with the four Schedules annexed hereto and the plan also annexed hereto) executed by the parties hereto in duplicate as follows, videlicet: They are Sealed with the Common Seal of said County Council and signed for and on behalf of said County Council by Sir Kenneth John Mackenzie of Gairloch, Baronet, Conon House, Conon Bridge, County Convener, and by Sir Robert Weston Brooke, Baronet, Midfearn, Ardgay, County Councillor, and by John Fraser, County Clerk, all at Dingwall, on the Seventh day of March Nineteen hundred and twenty-eight, before these witnesses, Duncan Macdonald, Clerk, and Alexandrina Margaret McManus, Typist, both in the Office of the County Clerk of Ross and Cromarty; and they are signed by the Right Honourable James Richard Earl Stanhope and Vice-Admiral Sir Michael Henry Hodges, two of the Commissioners for Executing the

Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for and on behalf of said Commissioners, at London on the Fifteenth day of March in the year last-mentioned, before these witnesses, Herbert Needham Morrison, Civil Servant, and Edward Goldsmith, Paymaster Commander, both at the Admiralty, London. A.D. 1930.

H. N. Morrison, Witness.

E. Goldsmith, Witness.

Duncan Macdonald, Witness.

A. M. McManus, Witness.

Seal of County Council.

Stanhope.

M. H. Hodges.

Kenneth Mackenzie, Convener.

R. W. Brooke, County Councillor.

John Fraser, County Clerk.

FIRST SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT.

	£	*s.*	*d.*
1. The Commissioners, by letter dated 21st September 1922, written by the Civil Engineer-in-Chief of the Admiralty to the Clerk of the District Committee, agreed to contribute half of the excess cost of £3,000 of the water Scheme which the District Committee, at the date of the writing of said letter, had in contemplation for the Village of Alness, or £800, whichever should be the less. The parties have agreed that, in full satisfaction of this obligation undertaken by the Commissioners, the Commissioners shall pay, and the County Council on behalf of said District Committee shall accept -	550	0	0
2. Sum agreed to be paid by the Commissioners and accepted by the County Council on behalf of said District Committee in full of the cost to which the District Committee may at some future time be put in relaying pipe which extends from the point marked F. 1 to the point marked K. 2 on the plan annexed to the foregoing Minute of Agreement - - -	442	0	0
3. Capitalised sum to cover up-keep and maintenance of pipe from F. 1 to K. 2 on plan -	100	0	0

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4. In Minute of Agreement (being the second deed referred to in the Second Schedule to the foregoing Minute of Agreement), the District Committee are undertaking payment to the London, Midland & Scottish Railway Company of a wayleave of £1 1/- per annum, the parties have agreed that in respect of this obligation undertaken by the District Committee the Commissioners should pay to the County Council on behalf of said District Committee the sum of - - - - - - - - 14 0 0

£1,106 0 0

SECOND SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT.

1. Deed of Servitude by A. T. Gill in favour of the County Council as representing said District Committee.

2. Minute of Agreement between the London, Midland & Scottish Railway Company and the County Council as representing said District Committee.

3. Deed of Servitude by Norman McCorquodale in favour of the County Council as representing said District Committee.

4. Deed of Servitude by William Farquharson Mackenzie in favour of the County Council as representing said District Committee.

5. Deed of Servitude by Mackenzie Brothers, Dalmore Limited in favour of the County Council as representing said District Committee.

6. Minute of Agreement between the Ardross Estates Company and Dyson Perrins on the one part and the County Council as representing said District Committee on the other part.

THIRD SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT.

1. Minute of Agreement between the Commissioners and the Provost Magistrates and Councillors of the Burgh of Invergordon.

2. Minute of Agreement between the Provost Magistrates and Councillors of the Burgh of Invergordon and the County Council as representing said District Committee.

FOURTH SCHEDULE TO THE FOREGOING MINUTE OF AGREEMENT. A.D. 1930.

Copy Letter written by the Civil Engineer-in-Chief of the Admiralty to the Clerk to the District Committee.

21st September 1922.

SIR,

Alness Water Supply.

I have to inform you that the Lords Commissioners of the Admiralty have given serious consideration to your request, on behalf of the Easter Ross District Committee, for a contribution from Naval Funds towards the cost of the water scheme which the Committee have in contemplation for the village of Alness, and have carefully examined the facts which have been adduced by you in support of this request.

2. As you are aware, the Admiralty have been engaged for some time in effecting a settlement of matters arising out of transactions with the Town Council of Invergordon in connection with the water supply to Crown forces during the late War. As part of the terms of this settlement the Council have agreed, under conditions which have already been communicated to you and to which you have agreed—

"That all facilities with respect to the collecting and "carrying of water to the point of junction with the "proposed new Alness main shall be afforded free of all "cost to the Easter Ross District Committee."

Further it has been agreed that the District Committee shall receive a free daily supply of 60,000 gallons, and shall pay for any excess quantity at the rate of one shilling per 1,000 gallons.

3. I would point out that for the facilities just described the sum of £1,000 was included by your Engineers in their estimate of £9,460, made in 1920, which estimate would thus become £8,460. In view, however, of the considerable fall in wages and in prices of materials since that date it is considered this figure can be further reduced, and will now be much closer to the original estimated cost of the scheme which in 1913 was £3,000.

4. I am to inform you that the Lords Commissioners of the Admiralty are advised that there is no obligation on them to pay any of the excess cost of the scheme, but in view of the financial position of the Alness District, as disclosed, they are desirous of giving assistance in some measure and are therefore willing, as an act of grace, to contribute half the actual excess cost over £3,000 of the Scheme, or £800, whichever is the less.

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5. I shall be glad if when the Contract for the work is let you will furnish me with the total cost of the scheme so that the amount of this grant may be ascertained.

I am, Sir,
Your obedient Servant,
(sgd.) C. H. COLSON,
for Civil Engineer-in-Chief.

III.—MINUTE OF AGREEMENT between THE PROVOST, MAGISTRATES AND COUNCILLORS OF THE BURGH OF INVERGORDON (hereinafter called "the Town Council"), of the First part, and THE COUNTY COUNCIL OF THE COUNTY OF ROSS AND CROMARTY, incorporated under the Local Government (Scotland) Act, 1889, as the Local Authority with reference to acquiring or holding land under the Public Health (Scotland) Act, 1897, as representing the Easter Ross District Committee of the County Council of Ross and Cromarty (hereinafter called "the County Council"), of the Second part.

The parties hereto, considering that there are, in the County of Ross and Cromarty, Springs, Wells, Reservoirs, Tanks, Conduits, Pipes, and other appliances (all hereinafter referred to as "the Water Supply") forming and connected with, the supply of water to the Burgh of Invergordon and districts adjacent thereto, which water supply is shown delineated and coloured partly blue and partly red on the plan annexed and signed as relative hereto, and which water supply (with the exception of the pipes and other appliances connected therewith delineated and coloured red on said plan being pipes running from near Auchnagarron westwards by different routes (*a*) to the village of Alness and (*b*) to and beyond the Distillery of Dalmore, and which are the property of the County Council as representing said District Committee), is the property of the Town Council; and further considering that arrangements have been come to between the parties for the County Council as representing said District Committee obtaining water from the water supply on certain terms, and as to certain other matters subject to the condition that these presents shall be authorised or homologated by Parliament; and further considering that it is proper that the terms of these arrangements should be reduced to writing: Therefore, the parties hereto have agreed and hereby agree as follows:—

First.—The Town Council shall, subject to the conditions herein expressed, in all time coming, make available to and

supply the County Council as representing said District Committee from the water supply with such quantity of water not exceeding Sixty thousand gallons per day as shall be a full and sufficient supply for the domestic needs of the inhabitants of the Village of Alness. The water so supplied by the Town Council shall be supplied by them up to the amount of Sixty thousand gallons per day free of charge. For all water supplied to the County Council as representing said District Committee by the Town Council for the use of the inhabitants of said village, in excess of Sixty thousand gallons per day, the County Council as representing said District Committee shall make payment to the Town Council at the rate of one shilling per thousand gallons of such excess, but the Town Council shall not be bound to supply any water in excess of said Sixty thousand gallons daily except from such surplus, if any, as the Town Council may have after supplying Invergordon and also satisfying any other claims on them for the time being.

Second.—If, at any time, the water taken by the Town Council from the sources at Wester Achnacloich, Priests Well, and Inchindown shall be insufficient to meet the needs of consumers for the time of water taken from said sources, then the water not exceeding Sixty thousand gallons per day to be supplied free of charge, as above mentioned, shall suffer diminution along with the water supplied to the Town Council and in proportion to the diminution of supplies to the Town Council, and this without prejudice to the rights of the Admiralty or other consumers.

Third.—Whereas it is part of the arrangement that pipes and works which specially contribute towards the supply of water both to the Burgh of Invergordon and to the village of Alness shall be maintained at joint expense, but that those which substantially supply only the said Burgh shall be maintained at its sole expenses, while those which substantially supply only the village of Alness shall be maintained at the sole expense of the County Council representing the District Committee or of the Special Water Supply district: Therefore, in order to give substantial practical effect to this arrangement, it is hereby agreed that the County Council as representing said District Committee shall, in each year (immediately after the Statement referred to in the Fourth Article of these presents is made up and signed as indicated in said Article), pay to the Town Council a proportion (to be fixed and determined by Alexander Grant, Civil Engineer, Queensgate, Inverness, or by a successor to be appointed to him by the parties hereto), of the cost of maintaining (*a*) the pipe laid down in Nineteen hundred and fifteen leading from the point marked B. 3 (which is at Inchindown Spring) on said plan, to the point marked D. 2 thereon (which is at Newmore Reservoir); (*b*) the pipe laid down in Nineteen hundred and eighteen leading from the point marked A. 1 on

A.D. 1930. said plan (which is at Wester Achnacloich Spring) to the point marked D. 1 thereon (which is at Badachonacher Reservoir); and (*c*) the pipe laid down in Nineteen hundred and twelve leading from the point marked D. 2 on said plan (which is at Newmore Reservoir) to the point marked E. 1 thereon (which is near Achnagarron), and of all gathering works, wells, reservoirs, and apparatus on said pipes, or served by or connected with them.

Fourth.—In connection with the calculation of the proportion of the cost of maintenance mentioned in the immediately preceding article the said Alexander Grant (or the successor appointed to him, as aforesaid), shall have regard to the following considerations and directions by the parties to him :—

(One) He shall take into account, on the one hand, the Sixty thousand gallons of water supplied to the District Committee per day, free of charge, for the use of the inhabitants of Alness, and, on the other hand, the quantity of water passing through the pipes mentioned in the immediately preceding article supplied to the Town Council of Invergordon. He shall not take into account any water supplied to the County Council as representing said District Committee for the use of the inhabitants of Alness in excess of said Sixty thousand gallons per day; nor shall he take into account the Eight thousand gallons of water per day mentioned in the Seventh Article of these presents.

(Two) He shall not take into account the cost of the maintenance of the works at Kinrive Spring nor of the pipe laid down in Nineteen hundred and twelve leading from the point at Kinrive Spring, marked B. 4 on said plan to the point marked D. 2 on said plan which is at Newmore Reservoir. Nor shall he have regard to the Fifty thousand gallons of water or thereby which the Town Council obtain from Kinrive Spring.

(Three) He shall proceed on the footing that the whole of the owner's rates and taxes exigible in respect of the water supply so far as delineated and coloured blue on the said plan are payable by the Town Council, but that with regard to occupiers rates, the County Council as representing said District Committee is bound to pay a proportion—to be fixed by the said Alexander Grant, or the successor to be appointed to him as aforesaid—of the occupiers rates exigible in respect of the pipes, gathering works, wells, reservoirs, apparatus and others referred to in Article Third hereof.

(Four) He shall, immediately after Whitsunday in each year prepare a Statement showing the proposition of

cost of maintenance payable by the County Council as representing said District Committee under the Third Article of these presents and shall sign same, and on such Statement being signed by the said Alexander Grant (or the successor to be appointed to him, as aforesaid), such Statement and what is contained in it shall be final and binding on the parties, and conclusive as to the sum payable by the County Council as representing said District Committee in respect of proportion of cost of maintenance.

Fifth.—In order that the said Alexander Grant (or the successor to be appointed to him, as aforesaid), may have facilities for preparing the annual Statements indicated in the immediately preceding article, the Town Council and the County Council and District Committee respectively shall, immediately after Whitsunday in each year, give him access to their respective books, registers, receipts and other documents, if any, of which he may require inspection. After the said Alexander Grant (including his successor as aforesaid if any) shall have apportioned said charges for seven years pursuant to these presents, it shall be competent and in the option of the parties hereto by a joint application to the said Alexander Grant or his successor to require him or his successor to decide in what proportions the said charges shall thereafter in perpetuity be paid by the respective parties, and thenceforth such decision shall regulate such proportions accordingly.

Sixth.—If and when the works at Wester Achnacloich and Priests Well, and the pipes and others mentioned in Article Third of these presents, or any of them require, in the opinion of the said Alexander Grant or his successor, to be renewed, the Town Council shall renew the same at the sight, and to the satisfaction, of the said Alexander Grant, or the successor to be appointed to him, as aforesaid, and the County Council as representing said District Committee shall pay to the Town Council a proportion of the cost of renewal, such proportion to be fixed and determined by the said Alexander Grant, or the successor to be appointed to him, as aforesaid. In the fixing and determination of such proportion regard shall be had by the said Alexander Grant, or the successor to be appointed to him as aforesaid, to the considerations and directions, so far as applicable, set out in the Fourth Article of these presents.

Seventh.—The Town Council shall, in all time coming, make available to and supply the County Council as representing said District Committee from the water supply with Eight thousand gallons of water per day, same to be supplied free of

A.D. 1930. charge at the point marked F. 1 on said plan (which is near to the south of Achnagarron), and shall be in addition to the supply mentioned in the First Article of these presents. If at any time the County Council as representing said District Committee should desire that this supply of Eight thousand gallons per day should be passed through the pipe leading from the point marked E. 1 (also near Achnagarron) on said plan to the point marked E. 3 thereon which is at Alness, the Town Council hereby consent to this being done. It is hereby declared that whether said supply of Eight thousand gallons per day shall continue to be made available at the point marked F. 1 on said plan, or whether it shall be passed through said last mentioned pipe, it shall not be taken into account in the calculation of the proportion of cost of maintenance payable by the County Council as representing said District Committee as aforesaid. Further, though said supply of Eight thousand gallons per day should, at some future time be passed through said last-mentioned pipe, it shall still be supplied free of cost to the County Council on behalf of the District Committee. The parties having right to said Eight thousand gallons of water per day shall not have any preferential right thereto over the parties in right of the said supply of Sixty thousand gallons per day or over the inhabitants of Invergordon, or others entitled through the Town Council to a water supply from the same source.

Eighth.—If, through causes beyond the control of the Town Council, or not inferring wilful default on the part of the Town Council itself, there shall at any time, be any shortage in the supplies of water or if there be an impure supply, or water of an unsuitable kind, which in these presents the Town Council undertakes to give to the County Council as representing said District Committee, the County Council as representing said District Committee shall have no claim of damage against the Town Council in respect of such shortage, impurity, or unsuitability.

Ninth.—In no case shall the County Council or the District Committee have a claim for water under these presents preferable to the claim of the inhabitants of Invergordon and any other claims which the Town Council are or may be bound to provide for. And in relation to this matter the Burgh of Invergordon shall be the Burgh as it may exist from time to time through extensions or otherwise.

Tenth.—In all matters relating to the meaning of these presents or the implement thereof when any question or dispute or difference of opinion shall arise between the parties hereto, every such question or dispute or difference shall be and is hereby referred to the Dean of the Faculty of Advocates, whom

failing to the Vice-Dean of said Faculty, as Arbiters in succession, mutually chosen: And the parties Bind and Oblige themselves to implement and fulfil to each other whatever the said Dean, whom failing the said Vice-Dean, as arbiters in succession foresaid, shall determine in the premises, by written awards or decreets-arbitral, interim or final: Provided always that nothing herein contained shall authorise any reference to arbitration in terms of this article as to any matter or question which, under these presents, is expressly, or by implication, required, or permitted, to be decided by the said Alexander Grant, or the successor to be appointed to him, as aforesaid, or as to the grounds upon which, or mode in which, any opinion may have been formed or discretion exercised by the said Alexander Grant or the successor to be appointed to him, as aforesaid.

Eleventh.—The validity of these presents shall depend on the obtaining of Parliamentary confirmation thereof by confirmation of a Provisional Order bearing inter alia to confirm this Agreement or otherwise in accordance with Parliamentary usage. It is the understanding of the parties hereto that the Commissioners for Executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland shall forthwith apply for a Provisional Order as above indicated, and endeavour to have it when obtained confirmed by Parliament. If in that way or other competent form Parliamentary sanction shall not be obtained within two years from the first date hereof, these presents shall be void, and unless an Agreement between said Commissioners and the Burgh executed by the Burgh of the same date with their execution hereof shall also within said time also receive Parliamentary sanction then also these presents shall be void.

Lastly.—Both parties hereto consent to the registration hereof for preservation and execution: In witness whereof these presents typewritten on this and the seven preceding pages are (together with the plan annexed hereto) executed by the parties hereto in duplicate as follows, videlicet:—They are Sealed with the Common Seal of the Provost, Magistrates and Councillors of the Burgh of Invergordon, and are signed at a Meeting of the Town Council of said Burgh by David Alexander McGregor Ross, the Provost, presiding at the said Meeting, and by William George, the Town Clerk, at Invergordon, on the Seventeenth day of February Nineteen hundred and twenty-eight before these witnesses, Jessie Alexandrina McLeod, Clerkess, One hundred and thirty-seven High Street, Invergordon, and Jessie Campbell, Domestic Servant, Ardnamara, Invergordon; and they are Sealed with the Common Seal of said County Council and signed for it and on behalf of said Council by Sir Kenneth

A.D. 1930. John Mackenzie of Gairloch, Baronet, Conon House, Conon Bridge, County Convener, and by Sir Robert Weston Brooke, Baronet, Midfearn, Ardgay, County Councillor, and by John Fraser, County Clerk, all at Dingwall on the Seventh day of March in the year last mentioned before these witnesses Duncan Macdonald, Clerk, and Alexandrina Margaret McManus, Typist both in the Office of the County Clerk of Ross and Cromarty.

J. A. MacLeod, Witness.

Jessie Campbell, Witness.

Duncan Macdonald, Witness.

A. M. McManus, Witness.

Seal of Town Council.

D. A. M. Ross, Provost.

Willm. George, Town Clerk.

Seal of County Council.

Kenneth J. Mackenzie, Convener, County Councillor.

R. W. Brooke, Chairman Easter Ross District Committee.

John Fraser, County Clerk.

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