CHAPTER ccvi.

An Act for supplying with Water certain parishes and places in the county of Edinburgh. A.D. 1873. [28th July 1873.]

WHEREAS the construction of works for the supply of water to certain parishes and places in the county of Edinburgh would be of public and local advantage:

And whereas the several persons in that behalf in this Act named, with others, are willing at their own expense to execute the undertaking:

And whereas it is expedient that the Company incorporated by this Act should be authorised to enter into and carry into effect agreements with the Edinburgh and District Water Trustees and the several other bodies and persons in this Act referred to for a further supply of water by the Company to the last-named trustees, bodies, and persons as herein-after provided:

And whereas an agreement has been entered into between Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, on behalf of the Company incorporated by this Act, and the provost, magistrates, and members of the town council of Musselburgh, as the local authority thereof, dated the twenty-fifth day of April eighteen hundred and seventy-three, of which a copy is contained in Schedule (A.) to this Act annexed, and it is expedient that such agreement should be sanctioned and confirmed:

And whereas another agreement has been entered into between the said Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, on behalf of the Company incorporated by this Act, and William Wilson, factor for Walter James Little Gilmour, David Croall, William Christie, and Bryden Monteith, on behalf of the Liberton Waterworks Company and the shareholders therein, dated the twenty-fifth, twenty-sixth, and twenty-eighth days of April eighteen hundred and seventy-three, of which a copy is contained in Schedule (B.) to this Act annexed, and it is expedient that such agreement should be sanctioned and confirmed:

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And whereas plans and sections, showing the lines and levels of the proposed works, and also books of reference, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the principal sheriff clerks for the counties of Edinburgh and Peebles, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the purposes of this Act 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; (that is to say,)

Short title.

1. This Act may be cited as "The Mid-Lothian Water Act, 1873."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation (Scotland) Act, 1845," Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863;" "The Lands Clauses Consolidation (Scotland) Act, 1845;" "The Lands Clauses Consolidation Acts Amendment Act, 1860;" the clauses of "The Railways Clauses Consolidation (Scotland) Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, for the purpose of obtaining materials therefrom for the construction or repair of the works or for forming temporary roads to or from the same, and those clauses shall apply to the Company and shall be construed as if the word "waterworks" had been inserted therein instead of the word "railway;" and "The Waterworks Clauses Acts, 1847 and 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expression "the undertaking" means the works by this Act authorised to be made and maintained; the expression "the sheriff" means the sheriff of the county of Mid-Lothian or the sheriff of the county of Peebles, as the case may require; and the expression "the sheriff" shall in each case include the sheriffs substitute of the counties respectively.

Limits of supply.

4. The limits of this Act for the supply of water shall be and comprise the parishes of Penicuik, Glencross, Lasswade, Carrington, Cockpen, Newbattle, Temple, Dalkeith, Inveresk (so far as not included within the parliamentary boundaries of the burgh of Musselburgh), Newton, Cranston, Colinton, Liberton, Corstorphine, and Cramond, and the towns and villages called Loanhead, Roslin, Rosewell, Bonnyrigg, Lasswade, Gilmerton, Dalkeith, Eskbank, Inveresk, Temple, Carrington, Gorebridge, Costorphine, Slateford, Davidson's Mains, and Granton, all in the county of Edinburgh.

Company incorporated.

5. Sir John Don Wauchope, Baronet, Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, Thomas Constable, Adam Curror, Thomas Dickson, John Austin Lake Gloag, James Lindsay, Donald Robert Macgregor, William Mushet, Joseph Russell, William Sanderson, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the undertaking and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Mid-Lothian Water Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make works according to deposited plans.

6. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the works herein-after described, with all proper approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose, and they may take, divert, and collect into the reservoirs herein-after described the waters of the river or stream called the Manor Water and the tributaries thereof in the county of Peebles. The works herein-before referred to and authorised by this Act are,—

1. A reservoir to be situated on the Manor Water and the lands adjacent thereto, near the farm buildings of Manorhead Farm in the parish of Manor, within the area included within the limits herein-after described; (that is to say,) commencing by an embankment across the Manor Water and valley of the Manor, such embankment to begin at or near a point one hundred yards or thereabouts, measuring in a southerly direction, from the southmost corner of the farm buildings of Manorhead Farm aforesaid, thence extending across the Manor

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Water and the valley of the Manor in an easterly direction for a distance of three hundred and twenty yards or thereabouts from its commencement, and there terminating; the limits of the reservoir thence extending on the east and west sides of the Manor Water, at the site of the said intended embankment, one hundred and sixty yards or thereabouts, and along the valley of the Manor Water in a southerly direction from said embankment to a point in the Manor Water five hundred and seventy yards or thereabouts, measured in a southerly direction, from the southmost corner of the farm buildings of Manorhead, and there terminating, which reservoir and embankment will be wholly situated in the parish of Manor and county of Peebles:

2. A reservoir to be situate at Posso in the parish of Manor and county of Peebles, within the area included within the limits herein-after described; that is to say, commencing by an embankment across the Manor Water and valley of the Manor, such embankment to begin at a point at or near the termination of a certain occupation road leading from Posso Farm buildings round the Wood Hill, and five hundred yards or thereabouts, measuring in a southerly direction, from the point where the Glenrath Burn joins the Manor Water, thence extending in an easterly direction across the Manor Water and Manor Valley for a distance of two hundred and thirty-three yards or thereabouts, and there terminating; the limits of the reservoir thence extending in a southerly direction along the east side of the Manor Valley to a point in the Horse Hope Burn two hundred and thirty-three yards or thereabouts, measuring in an easterly direction, from the point where the Horse Hope Burn joins the Manor Water, thence in a southerly and westerly direction to a point in the Manor Water three hundred and thirty-three yards or thereabouts, measuring in a northerly direction, from the point where the road to Langhaugh crosses the Manor Water, thence along the western bank of the Manor Water to a point in the Mill Burn two hundred and sixty-six yards or thereabouts, measuring in a north-westerly direction, from the point where the Mill Burn joins the Manor Water, and thence to the point of commencement of the said embankment, which reservoir and embankment will be wholly situated in the parish of Manor and county of Peebles:

3. An aqueduct, conduit, or pipe commencing in the parish of Manor and county of Peebles, at a point in the Manor Water where the Whitecleuch Burn joins the Manor Water eight

hundred and seventeen yards or thereabouts, measuring in a southerly direction, from the southmost corner of the Manorhead Farm buildings before mentioned, and terminating in the parish of Lasswade and county of Edinburgh in a field to the westward of the Edinburgh and Penicuik turnpike road at or near a point one hundred and fifty yards or thereabouts, measuring along the Edinburgh and Penicuik turnpike road in a southerly direction, from the point where the road to Pentland Mains Farm steading joins that turnpike road, and which aqueduct, conduit, or pipe will pass from, in, through, or into the following parishes or some of them; viz., the parishes of Manor, Peebles, Eddleston, and Newlands in the county of Peebles, and the parishes of Penicuik and Lasswade in the county of Edinburgh:

4. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at a point in the Ugly Grain Burn sixty-six yards or thereabouts, measuring along the course of that burn in a south-westerly direction, from the point where the said Ugly Grain Burn joins the Manor Water, and terminating at or near a point in the Ugly Grain Burn sixty-six yards or thereabouts, measuring in a westerly direction, from the north-west corner of the said Manorhead Farm buildings, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

5. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at or near a point on the public road from Old Posso to Manorhead where the West Burn crosses that road, and terminating in the West Burn at a point one hundred and sixty-three yards or thereabouts, measuring along the course of the West Burn in a south-westerly direction, from its commencement, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

6. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at a point on the west side of the public road from Posso to Manorhead one hundred and sixty-six yards or thereabouts, measuring in a north-westerly direction, from the point where the Linghope Burn joins the Manor Water, and terminating in the bed of the Linghope Burn at or near the point where the Mid-Grain Burn joins the Linghope Burn, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

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7. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at a point sixty-six yards or thereabouts, measuring in a westerly direction, from the point where the road to Langhaugh Farm leaves the public road from Posso to Manorhead, and terminating at or near a point in the Langhaugh Burn where the Thorter Cleuch Burn joins the said Langhaugh Burn, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

8. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at a point in the Newholm Hope Burn one hundred and ninety yards or thereabouts, measuring in a westerly direction, from the point where the public road from Posso to Manorhead crosses the said Newholm Hope Burn, and terminating at or near a point in the Newholm Hope Burn where the Kirkhope Burn joins the said Newholm Hope Burn, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

9. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at a point in the Tower Burn two hundred and ten yards or thereabouts, measuring in a westerly direction, from the south-west corner of the mill dam on the west side of Posso Farm buildings, and terminating at or near a point in the Glenrath Burn where Swinchy Cleuch Burn joins the said Glenrath Burn, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

10. A branch conduit or pipe commencing by a junction with the aqueduct, conduit, or pipe thirdly before described, at or near the point where the conduit ninthly before described commences, and terminating at or near a point in the Posso Mill Burn where the Berry Burn joins the said Mill Burn, which branch conduit or pipe will be wholly situated in the parish of Manor and county of Peebles:

11. A road commencing at a point on the public road leading from Posso to Manorhead two hundred and twenty yards or thereabouts, measuring in a southerly direction along that road, from the entrance gate to Posso Farm buildings aforesaid, and terminating at or near the point where the road to Langhaugh Farm leaves said public road, and which road will be wholly situated in the parish of Manor and county of Peebles:

12. An aqueduct, conduit, or pipe commencing in the parish of Lasswade and county of Edinburgh, at a point on the north

side of the Peebles Railway at or near where the aqueduct, conduit, or pipe thirdly before described crosses under the said railway, and four hundred and thirty-three yards or thereabouts distant from the point where the road to Firth Mains Farm steading crosses the said railway (measuring along said railway in a north-easterly direction), and terminating at Eskbank in the parish of Dalkeith and county of Edinburgh at a point at or near the intersection of the cross roads opposite Annfield Inn, which aqueduct, conduit, or pipe will pass from, through, or into the parishes of Lasswade, Cockpen, Dalkeith, or some of them, in the county of Edinburgh :

13. A reservoir to be situated at the termination of the aqueduct, conduit, or pipe thirdly before described, in the parish of Lasswade and county of Edinburgh, within the area included within the limits next herein-after described; that is to say, commencing at or near a point on the west side of the turnpike road from Edinburgh to Penicuik where the road to Pentland Mains Farm joins that turnpike road, thence extending in a westerly direction in a line parallel with the road to Pentland Mains Farm for a distance of one hundred and fifty yards or thereabouts, thence extending in a southerly direction in a line at right angles to the first-mentioned line for a distance of one hundred and fifty yards or thereabouts, thence extending in an easterly direction to a point in the said turnpike road one hundred and fifty yards or thereabouts, measuring in a southerly direction, from the junction of the road to Pentland Mains Farm with that turnpike road, thence extending in a northerly direction parallel with the said turnpike road to the point of commencement, which reservoir will be wholly situated in the parish of Lasswade and county of Edinburgh :

14. An aqueduct, conduit, or pipe commencing in the parish of Lasswade at the north-east corner of the reservoir thirteenthly above described, at or near the point where the road to Pentland Mains Farm leaves the turnpike road from Edinburgh to Penicuik, and terminating at or near a point in the said turnpike road in the parish of Liberton at the south end of Mayfield Street, where the Pow Burn crosses the turnpike road from Edinburgh to Penicuik, and which aqueduct, conduit, or pipe will pass through or into the parishes of Lasswade and Liberton, or one of them, in the county of Edinburgh :

15. An aqueduct, conduit, or pipe commencing at a point at or near the north-east corner of the reservoir thirteenthly before described, in the parish of Lasswade and county of Edinburgh, and terminating in the parish of Inveresk and county of Edinburgh at or near the point where the North British

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Railway crosses the turnpike road from Fisherrow to Monktonhall, and which point is four hundred and twenty yards or thereabouts, measuring in a northerly direction along the said road, from the turnpike gate at Stoneybank, which aqueduct, conduit, or pipe will pass from, through, or into the parishes of Lasswade, Liberton, Newton, Dalkeith, and Inveresk, or some of them, in the county of Edinburgh:

16. An aqueduct, conduit, or pipe commencing in the parish of Liberton and county of Edinburgh, at the termination of the aqueduct, conduit, or pipe fourteenthly before described, and terminating in the parish of Cramond at or near the south-east corner of the eastmost of the Granton reservoirs, near Granton (which reservoirs are used at present for the supply of Granton with water), which aqueduct, conduit, or pipe will pass from, through, or into the parishes of Liberton, St. Cuthbert's, Corstorphine, and Cramond, or some of them, in the county of Edinburgh:

Provided always, that the Company shall not divert the water from Glenrath Burn without the consent of the owner of the threshing mill thereon until they have made a conduit or pipe from their compensation reservoir large enough to take not less than two million gallons a day to the mill lade of the said mill, unless the owner of the said threshing mill shall refuse to allow the Company to enter upon his land for that purpose, and the Company shall maintain the said conduit or pipe in good and sufficient order in all time coming, and shall at all times when required by the said owner cause not less than the said quantity of water to flow through the said pipe for the service of the said mill; and in the event of the Company failing or neglecting to furnish the said quantity of water for the purposes aforesaid, the Company shall be liable to pay to the owner of the said mill the sum of one shilling sterling for every thousand gallons of water short of the aforesaid quantity, and the said sum shall be payable as a pactional sum, and irrespective of the actual damage or inconvenience suffered by the said owner by such neglect or failure.

Power to deviate.

7. Subject to the provisions of this Act, in constructing the works by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans, and may also deviate from the levels shown on the deposited sections to any extent not exceeding five feet in the case of the reservoirs and seven feet in other cases.

Restriction as to taking materials from the

8. Notwithstanding any of the provisions or powers contained in this Act or in the Acts incorporated with this Act, the Company shall not, without the consent of the Right

Honourable Francis Charteris Douglas, Earl of Wemyss and March, or his heirs and successors, take any materials from his lands in the county of Peebles for the construction or maintenance of any works authorised by this Act, not being works upon the lands of the said Earl, and the Company shall from time to time with all convenient speed fill in and restore such lands to the same state and condition in which they shall have been at the time of being broken up or opened by the Company, or as near thereto as circumstances will permit: Provided also, that the Company shall acquire only an easement or servitude right to make and maintain the works hereby authorised to be made through the lands belonging or reputed to belong to the said Earl of Wemyss and March.

lands of the Earl of Wemyss and March.

9. The reservoirs by this Act authorised shall be constructed to the satisfaction in all respects of an engineer to be appointed by the sheriff, and the Company shall not take or divert into or collect any water in the reservoirs until the same have been certified by such engineer to be constructed in a safe and substantial manner.

As to construction of reservoirs.

10. In order to provide against damage to life or property by reason of accident to the reservoirs by this Act authorised, whenever it shall be represented to the sheriff by the owner or occupier of any dwelling-house, mill, factory, or other works or lands situated below any such reservoir, that such reservoir is in a dangerous state, and that such dwelling-house, mill, factory, or other works or lands are in danger of being destroyed or injured by the water of such reservoir in case it should escape therefrom, the sheriff shall forthwith make inquiry into the truth of the representation, and if he shall be satisfied thereof he shall require the Company, within a time to be specified, to put the reservoir into a proper state of repair, or to construct such works (within their statutory powers) as may be necessary to remove the danger; and in case the Company shall not, within the time so limited and to the satisfaction of the sheriff, have repaired such reservoir or constructed such works, or in case upon receiving such representation as aforesaid the sheriff shall consider the danger to be so imminent as not to admit of delay, he may order and direct the officer in charge of such reservoir, or any other person or persons, to open the sluices of such reservoir, or otherwise to let off so much of the water from such reservoir, and to such level as may be necessary to remove the danger, and to keep the water at such reduced level until the reservoir shall have been repaired or such works as aforesaid shall have been constructed to his satisfaction, to be signified in a writing superseding such order, and no person acting under and in pursuance of such order shall be deemed a trespasser, and any person who shall obstruct or prevent any person in the discharge

For prevention of accidents to reservoirs.

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of such order, or shall wilfully do any act in contravention thereof, shall for every such offence be liable to a penalty not exceeding fifty pounds: Provided always, that, except when the urgency of the case will not permit of delay, the sheriff before making an order to repair any reservoir, or to construct any works as aforesaid, or to lower the water in any reservoir, shall cause notice to be given to the Company, and shall hear and consider any representation on behalf of the Company against the making of such order; and the order or judgment of the sheriff shall be final and not subject to review on any ground whatever, and all the costs, charges, and expenses of applying for, obtaining, and enforcing such order shall be borne by the Company, unless the sheriff shall direct such costs, charges, and expenses, or a proportionate part thereof, to be borne by the parties applying for such order (which he is hereby authorised to do): Provided further, that the Company shall not be liable to pay any damages, penalties, costs, charges, or expenses for or in respect of, or be answerable or accountable to any person for any diminution or cessation of the supply of water, or any other breach or non-performance of their or any of their duties, liabilities, or obligations under this Act, which may be occasioned in or by or result from the execution of any such order as aforesaid, anything in this Act to the contrary notwithstanding.

Quantity of water which may be taken by the Company.

11. The Company shall not take or withdraw from the Manor Water, or the tributaries thereof, for the purposes of this Act, a greater quantity of water than five million gallons per day.

Provision for compensating supply.

12. The Company shall cause to flow continuously out of the reservoir No. 2 by this Act authorised into and as a compensating supply to the Manor Water and the mills and other properties situated thereon, for the water by this Act authorised to be taken or withdrawn therefrom, a quantity of water not being less than five million gallons per day.

For preventing excess of water being taken, &c.

13. Whenever it shall from time to time be represented to the sheriff by the owners or reputed owners of lands adjoining the works by this Act authorised, or other persons having a legal interest, that the Company is taking or withdrawing from the Manor Water, or the tributaries thereof, for the purposes of this Act, a greater quantity of water than five million gallons per day, or if it shall be represented by the owners of any mills or other properties situated on the Manor Water, or the tributaries thereof, or on the river Tweed (into which the same flow), that the quantity of water hereby required to be furnished as a compensating supply is not being furnished by the Company, the sheriff shall forthwith make inquiry into the truth of any such representation, and if he

shall be satisfied thereof, he shall order and require the Company, within such time, under such penalties, and subject to such conditions as he may think fit, to make and maintain such works and do such things (within their statutory powers) as may be proper and sufficient for preventing a greater quantity than five million gallons per day being taken or withdrawn by the Company, or for supplying the quantity herein-before directed to be supplied as compensation for the quantity withdrawn, as the case may require; and the costs from time to time incurred by such owners or other persons interested shall be paid to them by the Company on demand, and may be recovered in any court of competent jurisdiction.

Measuring gauges to be provided by the Company.

14. The Company shall and they are hereby required, at their own cost, to make, construct, and for ever thereafter maintain proper and sufficient measuring gauges over or through which the respective quantities of water to be taken for the purposes of this Act, and supplied for compensation as aforesaid, shall flow or be discharged.

Provision for inspection of gauges by landowners, &c.

15. The Company shall employ and keep a proper person or persons at all times in charge of the measuring gauges so constructed, and shall permit the owners or reputed owners of the lands adjoining the said reservoirs by this Act authorised, and all persons having a legal interest in the water, and their respective agents, at all times to have access to and to examine and test the efficiency of such gauges; and they shall afford to such owners or reputed owners, and agents and others, free of charge, all requisite and proper facilities, including the assistance of the person or persons in charge of such gauges for such examining and testing.

Provision for repair, &c. of gauges.

16. Whenever such measuring gauges are in any respect out of repair, inaccurate, or insufficient, and the Company fail to repair and make good the same within one month after notice in writing of such disrepair or insufficiency has been given to the Company by such owners or reputed owners, or other parties having a legal interest in the water, or any of them, or their respective agents, then such owners or reputed owners, or others respectively, may from time to time repair or make good such gauges, or provide other proper and sufficient gauges in lieu thereof, and do all such things as may be proper and sufficient for those purposes; and the expenses from time to time incurred in that behalf by such owners or reputed owners, or others, shall be paid to them on demand by the Company, and may be recovered in any court of competent jurisdiction.

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For protection of City of Edinburgh Road Trust.

17. The provisions of "The Edinburgh Roads and Streets Act, 1862," with respect to the rights, privileges, powers, and authorities of the City of Edinburgh Road Trust, and also with respect to gas or water companies, or other persons or corporations possessing or using the privilege of laying pipes in the roads or streets within the city of Edinburgh district of roads, and to the works, operations, pipes, apparatus, and materials of such companies, persons, or corporations in or on such roads or streets, shall, in so far as the same are applicable, apply to the Company, and to the works, operations, pipes, apparatus, and materials of the Company in or on roads or streets within the city of Edinburgh district of roads: Provided always, that the Company shall lay their pipes in such part of the carriageway of the said roads or streets as the City of Edinburgh Road Trust shall direct; and also that, notwithstanding and instead of anything in that Act contained as to the matters in this section after specified, the City of Edinburgh Road Trust may, if they shall so please, execute or cause to be executed any works they may consider necessary connected with the filling in of any openings in the said roads or streets made by the Company in the execution of the works by this Act specially authorised, or at any time hereafter, the restoring of the said roads or streets to their former state, the repairing and relaying of any causeway thereon damaged or removed by the operations of the Company, and the maintaining of the same in good and sufficient repair for twelve months thereafter, and to charge the expense of such works, as the same shall be ascertained by an account under the hand of the surveyor or other officer of the said road trust, to the Company.

For protection of Peebles Road Trust: no reservoir, aqueduct, &c. to be within 25 feet from centre of roads in county of Peebles, except at authorised crossings.

18. Provided always, and be it enacted, that it shall not be lawful for the Company to make or maintain any reservoir, aqueduct, conduit, or pipe within the distance of 25 feet from the centre of any road, highway, or bridge within the county of Peebles vested in and under the control and management of the Peeblesshire Road Trustees under the provisions of "The Peeblesshire Roads Act, 1864," except only the aqueduct, conduit, or pipe thirdly hereby authorised, which may be made and maintained across the said roads and highways, but only at the several crossings delineated on the deposited plans; and provided such crossings shall be made at an angle of not less than 45 degrees, and that the level of any road or highway shall not at any place be altered.

Provision with respect to construction of new road, No. 11, in parish of Manor.

19. The new road in the parish of Manor, No. 11, hereby authorised, shall be made and completed at the sight and to the satisfaction of the road surveyor of the county of Peebles for the time being, and when so made and completed shall be a road within the meaning and for the purposes of "The Peeblesshire Roads Act,

1864," and be vested in and be under the control and management of the Peeblesshire Road Trustees, and thereafter the existing road between the termini of the said new road shall cease to be a road or highway within the meaning and for the purposes of the said Act: Provided always, that any reservoir, aqueduct, conduit, or pipe shall not be made or placed within the distance of 25 feet from the centre of such new and substituted road, and where it is necessary to carry any conduit or pipe across the said new road such crossing shall be at an angle of not less than 45 degrees, and the level of the said road shall not at any place be altered.

Company to erect a parapet wall at the side of Manor Water Road opposite reservoir No. 2.

20. The Company shall erect and maintain in all time coming, to the satisfaction of the road surveyor for the county of Peebles for the time being, a sufficient parapet wall or fence along the side of Manor Water Road wherever that road is bounded by or opposite the reservoir No. 2 hereby authorised.

For protection of North British Railway Company.

21. Any works to be constructed or executed by the Company in the exercise of the powers conferred by this Act across or in any way affecting any railway belonging or in lease to or worked by the North British Railway Company, or any of the bridges or works thereof, or any lands or property belonging to or in which that company is or may be interested, shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of that company, and according to plans to be reasonably approved by him, but in all things at the expense of the Company, and so as to cause no injury to any such railway, bridges, works, lands, or property, or interruption to the passage or conduct of traffic over any such railway or at any station thereof, and if any injury shall arise to any such railway, bridges, works, lands, or property, or interruption to such traffic, the Company shall make full compensation to that company in respect of such injury or interruption.

For protection of Caledonian Railway Company: works under railway to be executed to satisfaction of engineer to be appointed by them.

22. And whereas the aqueduct, conduit, or pipe by this Act authorised, commencing in the parish of Manor, and terminating in the parish of Lasswade, is intended to be carried under the Caledonian Railway Company's branch railway to Peebles, and it is expedient that the same should at such crossing be constructed in an arched subway, so as to be accessible when necessary for repair without interfering with the said railway or the traffic thereon, the said aqueduct, conduit, or pipe, where the same passes under the said railway or any of the lands or works of the said railway company, shall be constructed in an arched subway, and the Company shall, before entering upon or interfering with the said railway or any of the lands or works of the said railway company, submit to

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that company plans showing the manner in which the said aqueduct, conduit, or pipe, and subway are to be constructed and carried below the said railway and lands and works, in order that the said plans may be considered, and, if found satisfactory, approved of, previously to the commencement of the Company's operations, by an engineer to be appointed by the said railway company and paid by the Company, and the said operations shall not be commenced until the said plans, with such reasonable modifications, if any, as shall be required by the said engineer, shall have been approved of by him, and shall be executed at the sight and to the satisfaction of such engineer.

Operations to be at sole risk of the Company.

23. The said operations shall be carried on and completed, and the said aqueduct, conduit, or pipe, and subway, and works connected therewith, shall be in all time coming upheld by and at the sole risk of the Company, who shall be liable for all damages occasioned to the said railway and works connected therewith, or to the adjoining country by or in consequence of their operations, whensoever such damages may occur, and the said aqueduct, conduit, or pipe, and subway, and relative works shall be maintained by the Company in all time coming in a state of perfect repair, free from all leakage.

Traffic on railway not to be impeded; but if impeded, damages to be paid.

24. The Company shall construct and in all time coming maintain the said aqueduct, conduit, or pipe, and subway, and relative works, and shall execute all the operations connected therewith in such manner as not to impede or in any way interfere with the traffic on the said railway; but if in consequence of the operations or of any failure in the works of the Company such traffic shall be impeded from passing along the said railway as freely and uninterruptedly in all respects as at present, then the Company shall pay to the said railway company the actual damage thereby occasioned, or in lieu thereof, and in the option of the said railway company, as and by way of liquidated and ascertained damages, the sum of ten pounds for every hour during which such impediment shall continue, not exceeding forty-eight consecutive hours; but if beyond forty-eight consecutive hours, then the sums above mentioned for the first forty-eight hours, and the sum of twenty pounds for every hour during which such impediment shall continue after such first forty-eight hours as aforesaid; and in default of payment of any such actual or ascertained damages, after demand made on the secretary or treasurer of the Company, the said railway company may sue for and recover the same, together with full expenses against the Company, by action in the Court of Session in Scotland, or before the sheriff, or the same may be recovered in like manner as any other penalties under this Act.

Any leakage or disrepair to be remedied by Company.

25. If there shall be any leakage or disrepair in the works to be executed by the Company under or near to the said railway, and if the Company shall not, within twenty-four hours after written notice of such leakage or disrepair to their secretary or treasurer, forthwith proceed to execute the operations necessary for the prevention of such leakage or for completely repairing the said works, then the said railway company shall be and are hereby empowered to perform all such operations at the risk of the Company, without prejudice to the right of the said railway company to recover the amount of all actual damage which may be done as aforesaid, or, in their option, the liquidated damages herein-before provided, both before and after the giving of such notice as aforesaid and during the currency thereof, and the said railway company shall be entitled to recover from the Company the expense of all operations which may be performed by them in making such repair and removing such leakage, and in default of payment of such expenses the same may be recovered as herein-before provided with reference to damages for impeding the traffic on the said railway.

Saving rights, &c. of Caledonian Railway Company.

26. Nothing in this Act contained shall alter, prejudice, affect, or take away any of the rights, powers, privileges, or authorities vested in the said railway company, or shall authorise or empower the Company to alter the line or level of the said railway, or in any manner to obstruct or impede the use of the same or any part thereof; and it shall not be lawful for the Company to leave less than a clear depth of three feet between the level of the rails of the said railway at the point of crossing and the extreme upper part of the said subway under the same: Provided nevertheless, that nothing herein contained shall prevent the Company from carrying into execution the powers of this Act, but always subject to the provisions of this Act, and with reference to the safety of the said railway and works connected therewith.

For protection of the Edinburgh and District Water Trustees.

27. Any works to be constructed or executed by the Company in the exercise of the powers conferred by this Act across or in any way affecting any mains, pipes, aqueducts, conduits, tunnels, works, or property of the Edinburgh and District Water Trustees shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the said trustees, and according to plans to be reasonably approved by him, but in all things at the expense of the Company, and so as to cause no injury to any such mains, pipes, aqueducts, conduits, tunnels, works, or property, or interruption to the flow of water through the same, and so as that the lines and levels of the said mains, pipes, aqueducts, conduits, tunnels, and works respectively shall not be altered, and no impedi-

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ment be occasioned to the enlargement, alteration, replacement, or repair of any of the mains, pipes, aqueducts, conduits, tunnels, or works from time to time belonging to the said trustees.

Easement only to be acquired over property in which the water trustees interested.

28. With respect to any lands belonging to the Edinburgh and District Water Trustees, or in or over which they have an easement or servitude, the Company shall acquire only an easement or servitude in and upon such parts thereof as may be necessary for making and maintaining the works hereby authorised to be made and maintained.

Disputes to be settled by sheriff.

29. In case of difference between the Company and the engineer of the trustees as to any of the works to be constructed or executed by the Company, or between the Company and the trustees as to the nature and extent of the easement or servitude to be acquired by the Company, the same shall be from time to time settled by the sheriff of the county of Edinburgh.

Compensation and damages to trustees.

30. If any injury shall arise to any mains, pipes, aqueducts, conduits, tunnels, works, or property of the said trustees by or in consequence of the operations or of any failure in the works of the Company, the Company shall make full compensation to the said trustees in respect thereof, and the amount of such compensation, and the amount of the compensation to be paid by the Company to the said trustees for the acquisition of any easement or servitude upon their property as herein-before provided, shall from time to time be settled, in case of difference, in the manner provided by "The Lands Clauses Consolidation (Scotland) Act, 1845," with respect to the purchase and taking of lands otherwise than by agreement; and if in consequence of the operations or of any failure in the works of the Company the flow of water through any of the mains, pipes, aqueducts, conduits, or works of the said trustees shall be interrupted or diminished, then the Company shall pay to the said trustees the actual damage thereby occasioned, or in lieu thereof, and in the option of the said trustees, as and by way of liquidated and ascertained damages, the sum of ten pounds for every day during which such interruption or diminution shall continue.

Capital.

31. The capital of the Company shall be two hundred and fifty thousand pounds, in twenty-five thousand shares of ten pounds each.

Shares not to issue until one fifth paid up.

32. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

33. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of calls in any year upon any share.

Receipt clause in case of persons not sui juris.

34. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of his tutor or curator, or curator bonis, shall be a sufficient discharge to the Company.

Power to borrow.

35. The Company may from time to time borrow on mortgage any sum not exceeding in the whole eighty thousand pounds, but no part thereof shall be borrowed until the whole capital of two hundred and fifty thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the sheriff who is to certify under the forty-second section of "The Companies Clauses Consolidation (Scotland) Act, 1845," before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such sheriff of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a judicial factor.

36. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a judicial factor; and in order to authorise the appointment of a judicial factor in respect of arrears of principal the amount owing to the mortgagees by whom the application for a judicial factor is made shall not be less than eight thousand pounds in the whole.

Debenture stock.

37. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863," but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

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As to conversion of borrowed money into capital.

38. The Company shall not have power to convert borrowed money into capital, other than preference or ordinary stock, with a maximum dividend of five pounds per centum per annum.

Application of moneys.

39. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

40. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act.

Number of directors.

41. The number of directors shall be twelve, but it shall be lawful for the Company from time to time to reduce the number, provided that the number be not less than three.

Qualification of directors.

42. The qualification of a director shall be the possession in his own right of not less than thirty shares.

Quorum.

43. The quorum of a meeting of directors shall be five, but if the number of directors shall be reduced to three the quorum shall be two.

First directors.

44. Sir John Don Wauchope, Baronet, Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, Thomas Constable, Adam Curror, Thomas Dickson, John Austin Lake Gloag, James Lindsay, Donald Robert Macgregor, William Mushet, Joseph Russell, and William Sanderson shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation (Scotland) Act, 1845," contained; and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

Lands for extraordinary purposes.

45. The Company may from time to time, by agreement, purchase for the purposes of this Act any quantity of land which they may think requisite: Provided that such land shall not exceed twenty acres in addition to the land which they are by this Act authorised to take by compulsion.

Powers for compulsory purchases limited.

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

Period for completion of works.

47. If the undertaking is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Water not necessarily under pressure.

48. The water to be supplied need not be constantly laid on, nor under a pressure greater than can be supplied by gravitation from the reservoirs by this Act authorised.

Rates at which water to be supplied for domestic purposes.

49. The Company shall, at the request of the owner or occupier of any house or part of a house in any street or road in which any pipe of the Company is or shall be laid, or on the application of any person who, under the provisions of this Act, is entitled to demand a supply of water for domestic purposes, furnish to such owner or occupier or other person a sufficient supply of water for domestic uses at rates not exceeding the yearly rates herein-after specified; (that is to say,)

Where the annual value at rackrent of the house or part of a house so supplied shall not exceed seven pounds, eight shillings:

Where the same shall exceed seven pounds and shall not exceed eight pounds, nine shillings and sixpence:

Where the same shall exceed eight pounds and not exceed nine pounds, ten shillings and sixpence:

Where the same shall exceed nine pounds and not exceed ten pounds, twelve shillings:

Where the same shall exceed ten pounds and not exceed eleven pounds, thirteen shillings:

Where the same shall exceed eleven pounds and not exceed twelve pounds, fourteen shillings:

Where the same shall exceed twelve pounds and not exceed thirteen pounds, fifteen shillings and sixpence:

Where the same shall exceed thirteen pounds and not exceed fourteen pounds, sixteen shillings and sixpence:

Where the same shall exceed fourteen pounds and not exceed fifteen pounds, eighteen shillings:

Where the same shall exceed fifteen pounds and not exceed sixteen pounds, nineteen shillings:

Where the same shall exceed sixteen pounds and not exceed seventeen pounds, twenty shillings:

Where the same shall exceed seventeen pounds and not exceed eighteen pounds, twenty-one shillings and sixpence:

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Where the same shall exceed eighteen pounds and not exceed nineteen pounds, twenty-two shillings and sixpence:

Where the same shall exceed nineteen pounds and not exceed twenty pounds, twenty-four shillings:

Where the same shall exceed twenty pounds and not exceed twenty-five pounds, twenty-eight shillings:

Where the same shall exceed twenty-five pounds and not exceed thirty pounds, thirty-one shillings:

Where the same shall exceed thirty pounds and not exceed thirty-five pounds, thirty-five shillings:

Where the same shall exceed thirty-five pounds and not exceed forty pounds, forty shillings:

Where the same shall exceed forty pounds and not exceed forty-five pounds, forty-five shillings:

Where the same shall exceed forty-five pounds and not exceed fifty pounds, fifty shillings:

Where the same shall exceed fifty pounds and not exceed sixty pounds, fifty-five shillings:

Where the same shall exceed sixty pounds and not exceed seventy pounds, sixty-three shillings:

Where the same shall exceed seventy pounds and not exceed eighty pounds, seventy shillings:

Where the same shall exceed eighty pounds and not exceed ninety-five pounds, seventy-six shillings:

Where the same shall exceed ninety-five pounds, at a rate not exceeding four pounds per centum per annum:

Provided always, that a supply of water for domestic purposes shall not include a supply of water for cattle, or for horses or for washing carriages, where such horses or carriages are kept for sale or hire, or for any trade, manufacture, or business whatsoever, or for watering gardens or pleasure grounds, or for fountains or any other ornamental purpose.

For preventing waste or fouling of water.

50. Provided always, that the Company shall not be compelled to supply any consumer with water for baths or waterclosets, unless the apparatus or pipes provided or to be provided by such consumer shall be of such material and so constructed and used as to prevent the waste or undue consumption of the water of the Company, and the return of foul air or noisome and impure matter into the mains or pipes belonging to or connected with the mains or pipes of the Company.

Water may be supplied by agreement.

51. Subject to the provisions of this Act, the Company may from time to time supply any person or company with water for any purposes for which no specific rates are by this Act limited for such remuneration and upon such terms and conditions as shall be agreed upon between the Company and the person or company desirous of

having the supply: Provided always, that such supply shall not prejudice the supply of water for domestic purposes.

Water may be supplied in bulk by agreement to Edinburgh and District Water Trustees, &c.

52. The Company may from time to time supply water in bulk or otherwise to the Edinburgh and District Water Trustees, or to the town councils, commissioners, trustees, local authorities, parish authorities, water companies, and other bodies and persons either within or beyond the limits of supply herein-before defined, for such remuneration and upon such terms and conditions as may be agreed upon: Provided always, that nothing in this Act contained shall authorise the Company to supply water within the limits defined by section 59 of "The Edinburgh and District Waterworks Act, 1869," unless by agreement with the Edinburgh and District Water Trustees: Provided further, that no such agreement shall be entered into by the last-mentioned trustees unless the resolution to enter into the same shall have been made and agreed to by a clear majority of the whole of the members of the trust, at a meeting whereof special notice had been given once in each of two successive weeks in at least two of the daily newspapers published in Edinburgh not less than eight days before the holding of such meeting, and of which special notice in writing had also been given to each of the trustees six days at least before the holding of such meeting, and shall have been confirmed by a clear majority of the whole of the members of the trust at a subsequent meeting of which notice had been given as is herein-before prescribed in regard to the first meeting, to be held not sooner than one calendar month after the said first meeting: Provided also, that no such agreement shall be entered into by the Edinburgh and District Water Trustees prior to the first day of January one thousand eight hundred and seventy-four.

For protection of rights of creditors, &c. of water trustees.

53. If any agreement shall be entered into by the Company with the Edinburgh and District Water Trustees in virtue of the powers contained in the immediately preceding section, such agreement shall in no way prejudice, alter, or affect the preferable rights and securities of the persons having right for the time being to the annuities called the Edinburgh and District Water Annuities, and the mortgage debts of the said trustees, authorised by "The Edinburgh and District Waterworks Act, 1869," and all such agreements and rights or claims arising out of the same shall be postponed to such annuities and mortgage debts.

Consumers using water to provide stopcocks.

54. Every consumer supplied with water under the provisions of this Act shall, when required by the Company, provide and affix such proper tap, stopcock, or other apparatus to the pipe conducting the water from the works of the Company as the Company

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shall direct, and shall keep such tap, stopcock, or other apparatus in good repair so as effectually to prevent the water from running to waste; and in case any consumer shall neglect to provide, when required by the Company, such tap, stopcock, or other apparatus, or to keep the same in good repair, the Company, or any person acting under their authority, may cut off the pipe or turn off the water from the premises of such consumer until such tap, stopcock, or other apparatus shall be provided or repaired, as the case may require.

Consumers using water for water-closets to provide cisterns and cocks.

55. Every consumer supplied with water under the provisions of this Act for the purpose of a watercloset shall, when required by the Company, provide a cistern or such other apparatus as the Company may deem proper to receive and retain the water with which he shall be supplied for such purpose, and shall keep such cistern or other apparatus in good repair so as effectually to prevent the water from running to waste; and in case any consumer shall neglect to provide, when required by the Company, such cistern or other apparatus, or to keep the same in good repair, the Company, or any person acting under their authority, may cut off the pipe or turn off the water from the premises of such consumer until such cistern or other apparatus shall be provided or repaired, as the case may require.

Penalty for affixing tubes to Company's pipes without their consent.

56. It shall not be lawful for any owner or occupier of any house supplied with water by the Company, without the consent of the Company, to affix, or permit or suffer to be affixed, to any of the mains or other pipes of the Company, or to any service pipe of such owner or occupier, any gutta-percha or other tubes or pipes for the purposes of washing the windows or fronts of houses or other buildings, or the pavements or roads adjacent thereto, or for watering gardens, or for any other purposes whatsoever; and any consumer who shall act contrary to this enactment shall for every such offence forfeit to the Company any sum not exceeding five pounds.

Incoming tenant not liable to pay arrears of water rate.

57. In case any consumer of the water of the Company shall leave the premises where such water has been supplied without paying to the Company the rate due from him, the Company shall not be entitled to require from the next tenant of such premises the payment of the arrears left unpaid by the former tenant, unless such incoming tenant shall have undertaken with the Company or with the former tenant to pay or exonerate him from the payment of such arrears, but the Company shall supply their water to such incoming tenant upon the usual terms and conditions upon being required by him so to do.

Power to turn off water in certain cases.

58. If any consumer supplied with water by the Company wilfully do, or cause or knowingly permit to be done, anything in contravention of the provisions of this Act with respect to the waterworks or the supply of water, or wilfully neglect to do anything which under these provisions ought to be done for the prevention of the waste, misuse, undue consumption, or contamination of the water of the Company, the Company may turn off the water supplied by them to such consumer, and cease to supply water to such consumer until the act complained of be remedied, and any penalty incurred thereby be paid.

Recovery of rates.

59. Whenever any consumer neglects to pay any rate or sum due to the Company, the Company may recover the same, with full costs of suit, in any court of competent jurisdiction, and the remedies of the Company under this enactment shall be in addition to their other remedies for the recovery of such rate or sum.

Rates may be recovered by summary warrant.

60. All water rates or rents due to the Company, and all damages, costs, and expenses by this Act directed to be paid, may be recovered by the Company by application to the sheriff, who may grant summary warrant for recovery of the same: Provided always, that nothing herein contained shall prejudice the right of the Company to recover such rates in any other manner competent at law.

Several names in one warrant.

61. Any number of names and sums may be included in any summons or notice obtained or given by the Company for any of the purposes of this Act, and may be stated either in the body of the summons or notice or in a schedule thereto.

Costs of proceedings.

62. The sheriff who issues any warrant may order that the costs of the proceedings for the recovery of any rate or sum shall be paid by the consumers liable to pay such rate or sum, and such costs shall be ascertained by the sheriff, and shall be included in the warrant of the sheriff for the recovery of such rate or sum.

Confirming agreement with town council of Musselburgh.

63. The said agreement entered into between Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, on behalf of the Company, and the provost, magistrates, and members of the town council of Musselburgh, as the local authority thereof, dated the twenty-fifth day of April eighteen hundred and seventy-three, of which a copy is contained in Schedule (A.) to this Act annexed, is hereby sanctioned and confirmed and made binding on the Company and the said provost, magistrates, and town council of Musselburgh, as the local authority thereof.

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Confirming agreement with Liberton Waterworks Company.

64. The said agreement entered into between Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, on behalf of the Company, and William Wilson, factor for Walter James Little Gilmour, David Croall, William Christie, and Bryden Monteith, on behalf of the Liberton Waterworks Company and the shareholders therein, dated the twenty-fifth, twenty-sixth, and twenty-eighth days of April eighteen hundred and seventy-three, of which a copy is contained in Schedule (B.) to this Act annexed, is hereby sanctioned and confirmed, and made binding on the Company and the said Liberton Waterworks Company and the shareholders therein respectively.

Expenses of Act.

65. 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 Company.

SCHEDULE (A.)

ARTICLES OF AGREEMENT between Robert Balfour Wardlaw Ramsay, of Whitehill, Charles Murray Barstow, Chartered Accountant in Edinburgh, and James Lindsay, Merchant there, on behalf of the Promoters of "The Mid-Lothian Water Bill," herein-after called the first parties, on the one part, and the Provost, Magistrates, and Members of the Town Council of Musselburgh, as the local authority thereof, herein-after called the second parties, on the other part.

WHEREAS the first parties are promoting a Bill in the present session of Parliament, intituled "A Bill for supplying with water certain parishes and places in the county of Edinburgh," by which it is proposed to authorise the Mid-Lothian Water Company to maintain the works therein described and to take, divert, and collect into the reservoirs also therein described the waters of the river or stream called the Manor Water and tributaries thereof in the county of Peebles, for the purpose of supplying with water certain towns, villages, and places within the county of Edinburgh; and whereas the town of Musselburgh is greatly in want of water for domestic and sanitary purposes, and with the view of procuring an adequate supply, the parties hereto have agreed as follows, viz.:

First.—The first parties undertake, after the said intended Act is obtained and the works of the said intended Company are completed, and at latest within three years after the passing of the said Bill, to lay pipes throughout all the streets within the boundaries of the parliamentary burgh of Musselburgh, and bring in a supply of water of not less than twenty gallons per head per day of the population, and the said supply shall be always under constant pressure for the use of the inhabitants thereof at the following rates, viz., 1*s.* 6*d.* per pound of rental as appearing from the valuation roll for the time as a domestic rate for dwelling-houses, whether separate from or connected with shops; 3*d.* per pound of the said rental as a shop rate in all cases where shops are separate from dwelling-houses; and 6*d.* per 1,000 gallons for sanitary, manufacturing, and other the like purposes; and the said Company shall be bound at all times to keep the said pipes and apparatus necessary for the said water supply at their own cost in an efficient state of repair, and shall be bound to maintain and uphold the same in that condition.

Second.—The second parties, as the local authority of the said town, under "The Public Health (Scotland) Act, 1867," and "The Public Health (Scotland) Amendment Act, 1871," undertake to assess, as soon as the said water supply is turned on into said pipes, the said inhabitants to such an extent as may be necessary under the powers to that effect conferred by these Acts, and to collect the assessments to be levied, and pay to the said intended Company yearly the amount due in respect of said supply.

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Third.—In respect of the arrangements above expressed, the first parties undertake, on the said intended Company being incorporated under the said intended Act, within one year after the date of obtaining the said intended Act, that the Company shall pay to the second parties, in the event of the works being proceeded with, the expense of and incurred by them in connexion with "The Musselburgh and Dalkeith Water Act, 1871," as the same may amount, but to an extent not exceeding four thousand pounds sterling.

Fourth.—Neither the second parties nor their successors in office, as police commissioners or as the local authority, shall give their sanction to the introduction of water into the said town of Musselburgh by any other party or parties so long as the said intended Company shall furnish water as provided by this agreement.

Fifth.—The second parties shall not for anything herein contained be or be considered to be promoters of the said Bill, or be liable for any of the costs of the said Bill or incident thereto.

Sixth.—In the event of the said Company failing or neglecting, within three years after the passing of the said Bill, to supply and to keep under constant pressure as aforesaid the said Manor Water to the extent herein-before provided, then the said Company shall be liable to pay and shall pay to the second parties the sum of one pound sterling for every one thousand gallons of water short of the aforesaid quantity, and the said sum shall be payable as an agreed-on pactional sum, and irrespective of the actual damage or inconvenience suffered by the said second parties or the inhabitants of the said burgh by such neglect or failure.

Seventh.—In the event of any dispute or difference arising as to the meaning and intent of these presents, or in the execution thereof, the same is hereby referred to the sheriff of the county of Edinburgh for the time being, either party feeling aggrieved having hereby the right to apply to the said sheriff by summary application, and the decision of the said sheriff shall be final and binding on both parties, and shall not be subject to challenge, reduction, suspension, or review on any ground or in any manner of way whatever.

Lastly.—As soon as the said intended Company is incorporated by the said intended Act, it shall be bound forthwith to execute, under their common seal, a formal agreement or other necessary and valid deed for giving this agreement full force and effect. In witness whereof these presents, written on this and the three preceding pages of stamped paper by William Forgan, clerk to Messieurs H. and A. Inglis, writers to the signet, Edinburgh, are subscribed by the said Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, three, and on behalf of the said promoters of the Mid-Lothian Water Bill, at Edinburgh, the twenty-fifth day of April eighteen hundred and seventy-three, before these witnesses, John Kyle Lindsay, solicitor, Supreme Courts of Scotland, Edinburgh, and the said William Forgan; and on each page by George Laurie, provost, and on the last page by Charles Smart, William Brown, and Alexander Adamson, all magistrates, and David Thomson, James Annan, Richard Sandilands, and Peter Keir, all councillors, being a majority and quorum of the magistrates and members of the town council of Musselburgh, as the local authority thereof, at Musselburgh, in council assembled, upon

the said twenty-fifth day of April and year last mentioned, before these witnesses, Thomas Lees, town clerk of Musselburgh, and Charles Stewart Thomson, his clerk. A.D. 1873.

(Signed)

R. B. Wardlaw Ramsay, Charles M. Barstow, James Lindsay, George Laurie, provost, Charles Smart, magistrate, Wm. Brown, magistrate, Alex. Adamson, magistrate, David Thomson, councillor, James Annan, councillor, Richard Sandilands, councillor, Peter Keir, councillor.

(Signed)—John K. Lindsay, witness, Will. Forgan, witness, Thos. Lees, witness, Charles S. Thomson, witness.

SCHEDULE (B.)

AGREEMENT between Robert Balfour Wardlaw Ramsay, of Whitehill, Charles Murray Barstow, Chartered Accountant in Edinburgh, and James Lindsay, Merchant there, on behalf of and as taking burden on them for the Promoters of the Mid-Lothian Water Bill, of the first part; and the Liberton Waterworks Company, of the second part.

WHEREAS by the Mid-Lothian Water Bill now depending in Parliament for the purpose of obtaining powers to the Mid-Lothian Water Company, proposed by said Bill to be constituted and incorporated for supplying with water certain parishes and places in the county of Edinburgh, the parish of Liberton is included within the limits specified in the said Bill for the supply of water by the said Company: And whereas the Liberton Waterworks Company have provided and presently afford a supply of water by gravitation for domestic uses to the owners and occupiers of houses in the villages of Liberton and Greenend, and to feuars and others upon the estate of Walter James Little Gilmour, of Craigmillar and Liberton, Esquire, all within the parish of Liberton, and to certain other persons in said parish, and have for these purposes constructed the necessary works: And whereas the parties hereto have now resolved, with a view to the benefit of all parties concerned, to make the agreement underwritten, to receive effect in the event of the Mid-Lothian Water Bill being passed into an Act: Therefore, the said parties do hereby, subject to the sanction of Parliament being obtained as aforesaid, agree and bind and oblige themselves respectively as follows, viz.:

First.—The Mid-Lothian Water Company shall be bound, within one month after the supply of water under the proposed Act shall have been brought up to the village of Liberton by means of works to be authorised by the Act, to take over the works and whole undertaking and common property of the Liberton Waterworks Company (herein-after designated "the second parties"), including all servitudes or easements and privileges held by the second parties, so far as it shall be in their power to transfer the same, and subject to all

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the obligations and conditions incumbent on or affecting the second parties, and the second parties shall be bound to make over the said works and others in some proper and competent manner to the said Mid-Lothian Water Company on receiving from them the price or consideration for the same herein-after stipulated.

Second.—The Mid-Lothian Water Company shall pay to the second parties, as the price of their works and undertaking, the sum of 1,603*l.* 17*s.* 5*d.*, being the present valuation thereof, together with the cost price of such additional pipes, servitudes, and repairs as may be incurred before the time of the Mid-Lothian Water Company entering into possession, which sums shall be payable at the time when the Mid-Lothian Water Company are hereby bound to take over the works, and shall bear interest from that time at the rate of five per centum per annum till paid, the second parties being also entitled to the whole rates payable for the water supplied by them during the year current at the time when the works shall be so taken over by the Mid-Lothian Water Company.

Third.—The Mid-Lothian Water Company after entering into the possession of the undertaking and works of the second parties shall be entitled to use and dispose of the same at their pleasure; but they shall be bound thereafter to supply water for domestic purposes to those owners and occupiers of houses within the parish of Liberton who shall be supplied or entitled to be supplied by the second parties at the date of transference of their works and undertaking.

Fourth.—All charges and expenses incurred and to be incurred by the second parties with respect to the said Bill and the proposed Act and this agreement, and carrying the same respectively into effect, shall be borne and paid by the Mid-Lothian Water Company.

Lastly.—The first parties engage and bind the promoters of the said Bill that this agreement shall, if competent, be scheduled to and confirmed by the proposed Act, or that such other steps shall be taken as may be necessary on the part of the promoters of the Bill or the company to be incorporated by the Act for carrying this agreement into full effect. In witness whereof these presents, written on this and the preceding page of stamped paper by William Macmath, clerk to Messrs. Dundas and Wilson, clerks to the signet, (the word "up" and the word "Liberton," both in the 28th line of the first page, being written on erasures,) are subscribed by the said Robert Balfour Wardlaw Ramsay, Charles Murray Barstow, and James Lindsay, all at Edinburgh, the 25th day of April 1873, before these witnesses, John Kyle Lindsay, solicitor before the Supreme Courts of Scotland, and William Forgan, clerk to Messrs. H. and A. Inglis, writers to the signet; and by William Wilson, clerk to the signet, factor for Walter James Little Gilmour, of Craigmillar and Liberton, Esquire, David Croall, of Southfield, Liberton, William Christie, of Craigend Park, Liberton, and Bryden Monteith, tenant of Liberton Tower Mains, on behalf of the Liberton Waterworks Company and the shareholders in that company, as follows, videlicet, by the said William Christie and Bryden Monteith, both at Edinburgh, the 26th day of said month of April and year last mentioned, before these witnesses, the said William Macmath and Robert Forbes Kerr, clerk to the said Messrs. Dundas and Wilson, by the said

William Wilson, also at Edinburgh, the said 26th day of April and year last mentioned, before these witnesses, the said William Macmath and Robert Forbes Kerr, and by the said David Croall, at Southfield aforesaid, the 28th day of said month of April and year last mentioned, before these witnesses, William Bidelle Dunlop, presently residing at Southfield aforesaid, and William Christie, junior, residing at Craigend Park aforesaid. (Signed)—R. B. Wardlaw Ramsay, Charles M. Barstow, James Lindsay, Wm. Christie, Bryden Monteith, William Wilson, David Croall. John K. Lindsay, witness, Will. Forgan, witness, Wm. Macmath, witness, R. F. Kerr, witness, Wm. Macmath, witness, R. F. Kerr, witness, Wm. B. Dunlop, witness, Wm. Christie, junr., witness.

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