

[11 & 12 GEO. 5.] *Greenock Corporation* [Ch. cxxvii.]
Order Confirmation Act, 1921.



CHAPTER cxxvii.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Greenock Corporation. A.D. 1921.

[8th November 1921.]

WHEREAS His Majesty's Secretary for Scotland has after inquiry held before Commissioners made the Provisional Order set forth in the Schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament: 62 & 63 Vict. c. 47.

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 present Parliament assembled and by the authority of the same as follows:—

1. The Provisional Order contained in the Schedule hereunto annexed shall be and the same is hereby confirmed. Confirmation of Order in schedule.

2. This Act may be cited as the Greenock Corporation Order Confirmation Act 1921. Short title.

A.D. 1921.

SCHEDULE.

GREENOCK CORPORATION.

Provisional Order to confer further powers on the Corporation of Greenock in relation to their water undertaking to increase the burgh general assessment and public health general assessment and for other purposes.

WHEREAS the burgh of Greenock (hereinafter called "the burgh") in the county of Renfrew is under the government for municipal purposes of the corporation of Greenock (hereinafter called "the Corporation"):

And whereas by the Act 6 George IV. Chapter 106 intituled "An Act for collecting the Shaws Water and applying the same to the driving Mills and Machinery near the Town of Greenock in the County of Renfrew and for supplying the said Town and Harbour thereof with Water" (hereinafter called "the Act of 1825") the Shaws Water Joint Stock Company (hereinafter called "the company") were incorporated for the purposes therein mentioned and were empowered to construct waterworks and other works and by the Act 8 & 9 Victoria Chapter 72 intituled "An Act to enable the Shaws Water Joint Stock Company to increase the supply of water for driving Mills and Machinery near the Town of Greenock and for the use of the Inhabitants of the said Town and Harbours thereof" (hereinafter called "the Act of 1845") further powers were conferred upon the company:

And whereas by the Greenock and Shaws Water (Transfer) Act 1866 the Water Trust of Greenock (hereinafter called "the water trust") were incorporated to manage the then existing undertaking for the supply of water to Greenock and to acquire the undertaking of the company and by the Greenock Water (Additional Works) Act 1866 and the Greenock Water Acts 1869 and 1875 further powers were conferred upon the water trust:

And whereas by the Greenock Corporation Order 1901 it was provided that the Corporation should be the

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sole authority for all the purposes theretofore under the control of the water trust : A.D. 1921.

And whereas by the Greenock Corporation Act 1909 (hereinafter called "the Act of 1909") the Local Acts and Orders relating to the improvement and local government of the burgh including the supply of water and other matters were consolidated and further powers were conferred upon the Corporation :

And whereas under the powers conferred by the Act of 1825 the company constructed an aqueduct and line of falls from the Whinhill to the Dellingburn (hereinafter called "the eastern line of lead") and under the powers conferred by the Act of 1845 the company constructed a branch aqueduct and line of falls leading from the eastern line of lead to the Cartsburn (hereinafter called "the second branch or new eastern line of lead") and the company disposed of sites and situations for the erection of and contracted and undertook to supply water to mills manufactories and other works along or near the course of the said aqueducts and lines of falls for the purpose of impelling machinery and for other purposes :

And whereas under certain contracts and agreements entered into by the company and the water trust and regulations referred to in such contracts and agreements the quantity of water allotted for the mills on the eastern line of lead is declared to be twelve hundred cubic feet per minute for twelve hours each day during three hundred and ten working days in the year and the quantity of water allotted for the mills on the second branch or new eastern line of lead is likewise declared to be twelve hundred cubic feet per minute for twelve hours each day during three hundred and ten working days in the year which last-mentioned quantity of water is to be distributed over and made into a continuous run during thirteen hours and a half-hour per day and the Corporation are under obligation to supply the said quantities of water in priority to the supplies required by the inhabitants for domestic public health and trade purposes :

And whereas the population of the burgh has in recent years considerably increased and additional industries are being established which are expected to still further augment the population and the supply of water available

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A.D. 1921. to the Corporation is insufficient for the existing domestic and trade requirements and for the health and convenience of the community :

And whereas the Corporation are carrying out and have under consideration schemes for providing additional housing accommodation within the burgh and are in urgent need of additional water :

And whereas the Corporation have acquired certain of the said falls and other falls situate more particularly on the second branch or new eastern line of lead are no longer in use or are only used to a limited extent and having regard to the aforesaid circumstances and to the fact that other means of power or water supply are or may be made available for the purposes of the remaining mills manufactories and works thereon it is expedient that the Corporation should be empowered to stop the supply of water to the second branch or new eastern line of lead as provided by this Order and that the agreements set forth in the Second Schedule to this Order should be confirmed :

And whereas under the Act of 1909 the Corporation are empowered to levy an assessment called " the burgh general assessment " not exceeding three shillings and threepence in the pound and under the Police Act 1919 the rating limit for police purposes prescribed in the Act of 1909 has been raised :

And whereas under the Public Health (Scotland) Act 1897 the Corporation are empowered to impose an assessment for the purposes of that Act and Acts amending the same not exceeding one shilling in the pound :

And whereas in consequence of the increase in the expenditure of the Corporation incurred in carrying out the purposes of the said Acts the assessments above referred to are not sufficient to meet such expenditure and it is expedient that the existing limitations of the said assessments should be raised as in this Order provided :

And whereas it is expedient that the sum which the Corporation may charge for the supply of gas or electricity for the lighting of common stairs passages and private courts and for lighting and extinguishing such lights should be increased :

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And whereas it is expedient that the Corporation should be authorised to borrow further money for the purposes of this Order as hereinafter in this Order provided: A.D. 1921.

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899:

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

1. This Order may be cited as the Greenock Corporation Order 1921. Short title.

2. This Order shall (except as otherwise in this Order provided) commence and have effect on and from the date of the passing of the Act confirming this Order which date is hereinafter referred to as “the commencement of this Order.” Commencement of Order.

3. This Order is divided into Parts as follows:—

Part I.—Water.

Part II.—Increase of Assessments.

Part III.—Lighting.

Part IV.—Borrowing Powers &c.

Division
of Order
into Parts.

PART I.

WATER.

4.—(1) Notwithstanding anything contained in the contracts and agreements mentioned in the First Schedule to this Order or the instruments of sasine following thereon or in the regulations referred to in such contracts and agreements or anything contained in any other contracts or agreements or any decrees arbitral or awards which are binding on the Corporation or anything contained in the Act of 1909 or any other Act the Corporation shall as from the eleventh day of November one thousand nine hundred and twenty-one be released from all obligation to discharge or deliver from the reservoirs of the Corporation the quantity of water allotted for the second branch or new eastern line of lead and from all obligations to afford the owners and occupiers of any mills manufactories and works the benefit Power to stop supply of water to second branch or new eastern line of lead.

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and use of such water and as from the said date all rights of the owners and occupiers of mills manufactories and works to the privilege of the waterfalls on the second branch or new eastern line of lead and to the benefit and use of such water shall cease and determine and the said owners and occupiers and their successors and assigns shall be freed and relieved from all liability under the said contracts agreements and regulations and any other contracts dispositions conveyances or agreements which are binding on such owners and occupiers respectively to make any payment to the Corporation for and in respect of the privilege of the said waterfalls and the benefit and use of such water and all liens and burdens constituted for the purpose of securing any such payment shall be by virtue of this Order extinguished.

(2) Nothing in this section shall affect the rights of such owners and occupiers to a supply of water under and subject to the terms of section 290 (Supply by measure) of the Act of 1909.

Scheduled
agreements
confirmed.

5. The agreements set forth in the Second Schedule to this Order are hereby confirmed and made binding on the parties thereto and shall notwithstanding anything contained in this Part of this Order be carried into effect by the said parties subject as regards each such agreement to such modifications (if any) as may be agreed in writing between the parties to such agreement.

Saving for
millowners
on eastern
line of lead.

6. Nothing in this Part of this Order shall prejudice or affect the rights in the eastern line of lead of the owners of mills and mill sites thereon under any Act Order feu contract or regulation and from and after the eleventh day of November one thousand nine hundred and twenty-one the Corporation shall bear and pay such proportion of the cost of removing snow from the main aqueduct referred to in Article XII. of the regulations of the mills on the eastern line of leads as prior to the said date would have been borne and paid by the millowners on the new eastern line of lead and Article XIII. of the said Regulations shall have effect as if no mill sites had been feued or mills erected on the new eastern line of lead.

PART II.

INCREASE OF ASSESSMENTS.

Burgh
general
assessment.

7. Section 72 (Corporation to levy burgh general assessment) of the Act of 1909 and subsection (2) of

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section 13 of the Police Act 1919 shall together be read and have effect as if it had been provided that the burgh general assessment shall not in any year exceed a rate of five shillings in the pound of the yearly rent or value of lands or premises within the burgh.

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8. If the produce of the public health general assessment leviable under the Public Health (Scotland) Act 1897 shall at any time or from time to time be insufficient to meet the expenditure bona fide incurred or contemplated within the burgh it shall be lawful for the Corporation to increase such assessment to such rate not exceeding in the whole one shilling and sixpence in the pound as may have been approved by the Scottish Board of Health.

Public health general assessment.

PART III.

LIGHTING.

9. Section 387 (Lighting of common stairs) of the Act of 1909 shall be read and have effect as if the words "and a daily penalty of a like amount" were added at the end of subsection (1) thereof and as if the words "in the case of common stairs fifteen shillings per light or burner per annum and in the case of passages and private courts twenty shillings" were substituted for the words "ten shillings" occurring in subsection (2) thereof.

Lighting of common stairs.

PART IV.

BORROWING POWERS &C.

10. The Corporation may from time to time (in addition to any moneys they are now authorised to borrow or may be authorised to borrow under the Act of 1909) with the sanction of the Secretary for Scotland but not otherwise borrow at interest for any of the purposes of this Order to which capital is properly applicable such sums as the Corporation may require. The Secretary for Scotland shall have and may exercise in relation to such sanction as aforesaid all the powers of section 93 of the Local Government (Scotland) Act 1889.

Power to borrow.

11. The Corporation shall pay off all moneys borrowed by them with the sanction of the Secretary for Scotland under the powers of this Order within such

Repayment of borrowed moneys.

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— to the method of repayment sanction.

Application
of certain
provisions
of Act of
1909.

12. The provisions of the sections of the Act of 1909 hereinafter specified shall so far as not varied by or inconsistent with the provisions of this Order extend and apply *mutatis mutandis* to the moneys authorised to be borrowed by the Corporation under this Order and to the Corporation and all other persons in respect thereof as fully and effectually as if those sections had been re-enacted in this Order with reference thereto (that is to say):—

- Section 131 (Mode of raising money);
- Section 132 (Adoption of Burgh Police (Scotland) Act 1903—Power to borrow temporarily);
- Section 133 (Form of bonds);
- Section 134 (Registration of bonds and assignments);
- Section 135 (Mode of repayment of money borrowed);
- Section 136 (Sinking fund) Provided that the said section shall be read and have effect as if the words “four per centum per annum or such other rate as the Secretary for Scotland may approve” were inserted in subsection (1) (b) of that section instead of the words “three per centum per annum and in the case of money borrowed under section 76 of the Act of 1877 at the rate of four per centum per annum”;
- Section 137 (Protection of lender from inquiry);
- Section 138 (Corporation not to regard trusts);
- Section 139 (Arrears may be enforced by appointment of judicial factor);
- Section 140 (Powers and duties of judicial factor);
- Section 141 (Power to re-borrow);
- Section 142 (Application of money borrowed);

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Section 143 (Annual return to Secretary for Scotland with respect to sinking fund); A.D. 1921.

Section 145 (Saving for existing mortgages of Corporation):

And in construing such provisions for the purposes of this Order the expression therein "this Act" shall mean this Order and the expression therein "the prescribed periods" shall mean the periods mentioned in the section of this Order of which the marginal note is "Repayment of borrowed moneys."

13. The costs charges and expenses preliminary to and of and incidental to the preparing for obtaining and confirming this Order or otherwise in relation thereto shall be paid by the Corporation out of any funds (not being in the nature of capital) rates or revenues belonging to them or under their control or out of any moneys borrowed for that purpose under this Order and if paid out of borrowed moneys shall be repaid within five years from the commencement of this Order. Costs of Order.

The SCHEDULES referred to in the foregoing Order.

FIRST SCHEDULE.

CONTRACTS:

No. 1 (Fall No. 1)—Contract of agreement and mutual conveyance between the Shaws Water Joint Stock Company and George Allan junior dated 1st November and 24th December 1849.

No. 2 (Fall No. 2)—Feu contract between the Shaws Water Joint Stock Company (with consent of the partners of Scott Sinclair and Company) and John Scott dated 22nd December 1851 and 2nd and 6th January 1852.

No. 3 (Part of Fall No. 3)—Feu contract between the Shaws Water Joint Stock Company and Walter Service and John Service dated 19th 20th and 28th July 1849.

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No. 4 (Fall No. 4)—Feu contract between the Shaws Water Joint Stock Company and Blair Reid and Steele dated 19th and 24th October and 2nd November 1848.

No. 5 (East part of Fall No. 5)—Feu contract between the Shaws Water Joint Stock Company and Henry Tower Patten dated 18th and 25th July and 11th and 18th August 1849.

No. 6 (West part of Fall No. 5)—Feu contract between the Shaws Water Joint Stock Company and Archibald Patten and Company dated 26th March and 19th April 1851.

No. 7 (East part of Fall No. 6)—Feu contract between the Shaws Water Joint Stock Company and Macnab and Clark dated 30th and 31st December 1853.

No. 8 (West part of Fall No. 6)—Feu contract between the Shaws Water Joint Stock Company and Archibald Patten and Company dated 12th June 1856 and 4th July 1859.

No. 9 (Fall No. 7)—Feu contract between the Shaws Water Joint Stock Company and Anderson Orr and Company dated 13th and 14th May 1853.

No. 10 (Falls Nos. 8 and 9)—(1) Feu contract between the Shaws Water Joint Stock Company and the Greenock Spinning Company dated 19th July and 4th and 10th August 1853.

(2) Disposition by John Neill Duncan Ferguson Dempster and John Neill junior as trustees for the Greenock Cotton Spinning Company in favour of themselves as trustees for Neill Dempster and Neill dated 18th and recorded in the New General Register of Sasines &c. 27th May 1867.

(3) Charter of Confirmation by the Water Trust of Greenock with consent in favour of Neill Dempster and Neill dated 18th and 24th June 1867 and recorded in the New General Register of Sasines &c. 27th June 1868.

AGREEMENTS.

No. 1—Minute of agreement and remit or reference between the Shaws Water Joint Stock Company and John Fleming James M'Lean William M'Nab and Robert Blair for themselves and the other millowners or lessees or occupiers of the mills on the Lines of Falls of the Shaws Water Joint Stock Company dated 5th April 1853.

No. 2—Agreement between the Water Trust of Greenock and Fleming Reid and Company dated 25th December 1872 and 3rd January 1873.

SECOND SCHEDULE.

A.D. 1921.

AGREEMENT between the CORPORATION OF GREENOCK incorporated under the Greenock Corporation Act 1909 (hereinafter called "the Corporation") of the first part and SCOTT'S SHIPBUILDING AND ENGINEERING COMPANY LIMITED incorporated under the Companies Acts 1862 to 1898 and having their registered office at Greenock Foundry Greenock (hereinafter called "the Company") of the second part.

WHEREAS the Corporation have applied to the Secretary for Scotland under the provisions of the Private Legislation Procedure (Scotland) Act 1899 for a Provisional Order for inter alia the purpose of obtaining powers to increase the water supply available to the burgh of Greenock :

And whereas the Company are in right of the vassals part of (1) a feu contract (relating to millstead No. 2 situated on the second branch or new eastern line of lead) between the Shaws Water Joint Stock Company (with consent of the partners of Scott Sinclair and Company) and John Scott dated the twenty-second day of December one thousand eight hundred and fifty-one and the second and sixth days of January one thousand eight hundred and fifty-two and (2) a feu contract (relating to millstead No. 3 situated on the said second branch or new eastern line of lead) between the Shaws Water Joint Stock Company and Walter Service and John Service dated the nineteenth twentieth and twenty-eighth days of July one thousand eight hundred and forty-nine :

And whereas in terms of the said feu contracts the Company is entitled to a supply of water in terms of the regulations of the mills on the new eastern line of lead referred to in said feu contracts of twelve hundred cubic feet per minute for twelve hours per day for three hundred and ten working days in the year to be distributed over and made into a continuous run during thirteen and a half hours per day and in respect thereof are bound to pay to the Corporation a yearly water rent of three hundred and three pounds fifteen shillings with an annual feu duty of twenty-six pounds three shillings and fourpence in respect of millstead No. 2 and of one hundred and twenty-one pounds ten shillings with an annual feu duty of fifteen pounds in respect of millstead No. 3 :

And whereas the Company have agreed to discharge and renounce in favour of the Corporation their rights to the water supply referred to and the Corporation have agreed to give compensation therefor on the terms hereinafter stated :

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And whereas the Corporation anticipate that it may for some time or at some times be possible for them without prejudice to the interests of the town to continue or renew the foresaid supply of water by the new eastern line of lead in whole or in part:

Therefore the parties agree as follows videlicet:—

First The Corporation shall on the passing of the Act confirming the said Provisional Order make payment of the compensation hereinafter provided for and shall if required grant a discharge and deed of restriction pursuant thereon freeing and relieving the Company and their successors of the liability for payment of said water rent in all time coming and disburdening therefrom the subjects referred to in said feu contracts.

Second The Corporation shall pay to the Company as compensation for the loss of the water supply specified in said feu contracts a sum of eleven thousand pounds sterling with interest thereon at the rate of six pounds per centum per annum from the said date of payment until payment.

Third The Corporation agree to dispoise to the Company at the first term of Whitsunday or Martinmas following the passing of the Act confirming the said Provisional Order and without any price being paid therefor but subject to the annual feu duty payable to Sir Hugh Shaw Stewart Baronet of Greenock and Blackhall the subjects now belonging to the Corporation and which are specified in the contract of agreement and mutual conveyance between the said Shaws Water Joint Stock Company and George Allan junior dated the first day of November and twenty-fourth day of December one thousand eight hundred and forty-nine which subjects were conveyed in security of the payment of ninety-six pounds yearly of water rent or ground annual for the use of the water fall on millstead No. 1 on the said new eastern line of lead and the Corporation shall free and relieve the Company and their successors and shall disburden the said subjects to be dispoised to the Company of all liability for payment of said water rent or ground annual last mentioned in all time coming The parties agree that the said disposition shall contain a grant of warrandice from fact and deed only and a reservation to the Corporation subject always to the conditions and restrictions herein provided of the water rights in connection with said millstead No. 1 as specified and referred to in said contract of agreement and mutual conveyance and an exclusion of all right on the part of the owner of said millstead No. 1 to divert water from the aqueduct or lead and a cancellation of all obligations and regulations connected with the use of such water by the Company or the owner or occupier of said millstead No. 1 The Company shall as from said term

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of Whitsunday or Martinmas free and relieve the Corporation of all feu duties casualties and public burdens other than the said water rent or ground annual of ninety-six pounds per annum effeiring to the subjects so to be disponed to them. A.D. 1921.

Fourth The Corporation shall also free and relieve the Company and their successors and shall disburden the respective lots or pieces of ground attached to and surrounding the said millsteads Nos. 2 and 3 of all liability for payment of the said water rents or ground annuals of three hundred and three pounds fifteen shillings and one hundred and twenty-one pounds ten shillings respectively in all time coming and the whole terms conditions provisions stipulations declarations and restrictions of and in the said feu contracts and regulations therein referred to and of and in the said contract of agreement and mutual conveyance and the whole regulations therein referred to shall including the whole obligations and real liens for payment of the said whole water rents or ground annuals payable to the Corporation be cancelled and extinguished excepting in so far as these relate to the said annual feu duties of twenty-six pounds three shillings and fourpence and fifteen pounds and relative duplications thereof payable to the Corporation in respect of millsteads Nos. 2 and 3 respectively and the real liens constituted over the said millsteads respectively for the payment of said feu duties and duplications thereof by the said feu contracts and also excepting and reserving to the Corporation a servitude or right of way under and through the Company's property for the said aqueduct or lead as shown on the plan annexed hereto The Corporation shall have right at all reasonable times to inspect and keep clear of obstruction the said aqueduct or lead so far as situated on millsteads Nos. 2 and 3 and shall maintain the same in good repair so far as not covered over in passing through said millsteads and the Company shall maintain the same in good repair so far as covered over in passing through said millsteads but that so long only as in the opinion of the Corporation the said aqueduct or lead is necessary in connection with their water undertaking.

Fifth Notwithstanding the terms of the said Provisional Order and of this agreement the Corporation shall at all times be entitled though not bound to send water down the said aqueduct or lead but to the extent of its capacity only In the event of the Company desiring to utilise said supply of water they shall be entitled so to do at any time on intimation being given to the water engineer of the Corporation and the Company shall in respect of the use of said supply pay to the Corporation therefor a proportionate amount per diem of the water rent presently payable by them under the terms of the feu contract or contract of agreement and mutual conveyance applicable to the particular steading or steadings in which the

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A.D. 1921. said supply of water is used During any period or periods that the water supply at present allotted to the new eastern line of lead is withheld the Corporation shall allow the Company free of charge to utilise any supplies of water which may be available in said aqueduct or lead at millsteads Nos. 2 and 3 and in addition the Corporation shall take all reasonable steps to ensure to the Company a sufficient supply of water for condensing purposes by meter or otherwise from their existing works under and subject to the terms of Section 290 of the Greenock Corporation Act 1909.

Sixth Should the oversuperior require additional feu duty in respect of the discharge of restrictions affecting either of the millsteads Nos. 2 and 3 such additional feu duty shall be payable by the Company.

Seventh The Corporation shall from the date of the passing of the Act confirming the proposed Provisional Order pay and relieve the Company of the proportion of the cost of keeping the cut or main aqueduct clear of snow presently payable by the Company and of all responsibility in connection with the same but the Company shall subject to that portion of the aqueduct or lead not covered over being maintained in good repair by the Corporation in accordance with Article Fourth hereof be responsible for the passage of any snow through the said aqueduct or lead so far as passing through the said millsteads Nos. 2 and 3.

Eighth The Corporation agree to modify to the Company the charge of ten pounds per annum for right of access between Ingleston Street and millstead No. 3 to one pound per annum.

Ninth If any difference shall arise between the Corporation and the Company under this agreement such difference shall be referred to the determination of a single arbiter to be mutually agreed upon by the Corporation and the Company or failing agreement to be appointed on the application of either of them by the sheriff of Renfrew and Bute or his substitute at Greenock.

Tenth This agreement is subject to such alterations as may be made by Parliament or the Secretary for Scotland therein during the progress of the Order but if in the opinion of the sheriff of Renfrew and Bute to whom the matter may be referred by either party any material alteration be made therein it shall be competent to either party to withdraw therefrom.

Eleventh The whole expenses of and incident to this agreement and to any arbitration proceeding thereunder and to any deeds required to carry the same into effect including stamp duties and dues of registration shall be paid by the Corporation.

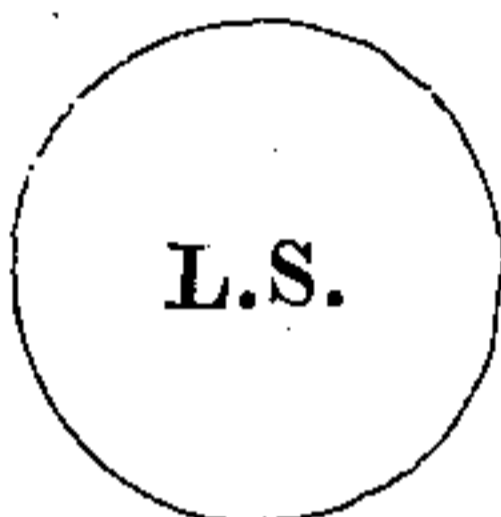
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In witness whereof these presents are executed as follows
namely They are sealed with the common or corporate seal
of the Company and are signed for and on their behalf by Robert
Lyon Scott and John Black Hutchison two of the directors and
James Agnew Cairns secretary thereof all at Greenock on the
twenty-seventh day of July nineteen hundred and twenty-one
before these witnesses Archibald Alexander and Peter King
McLean both accountants in the employment of the Company
and they are sealed with the common or corporate seal of the
Corporation and signed for and on their behalf by Thomas
Mitchell provost and Andrew Nimmo town clerk all at Greenock
on the twenty-eighth day of said month and in the year last
mentioned before these witnesses Donald McKinnon junior and
John Wylie Blue MacPhail both clerks in the town clerk's office
Greenock.

A.D. 1921.

D. McKINNON JR.
Witness.

JOHN W. B. MACPHAIL
Witness.



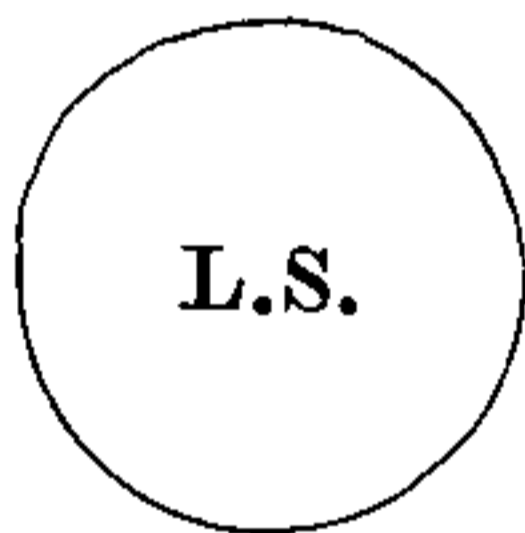
THOMAS MITCHELL
Provost.

ANDREW NIMMO
Town Clerk.

SCOTT'S SHIPBUILDING AND ENGINEERING
COMPANY LTD.

A. ALEXANDER
Witness.

P. K. McLEAN
Witness.



R. L. SCOTT
Director.

J. B. HUTCHISON
Director.

J. A. CAIRNS
Secretary.

AGREEMENT between the CORPORATION OF GREENOCK incorpo-
rated under the Greenock Corporation Act 1909 (herein-
after called "the Corporation") of the first part and THE
DISTILLERS COMPANY LIMITED incorporated under the Com-
panies Acts 1862 and 1867 and having their registered
office at Number Twelve Torphichen Street Edinburgh
(hereinafter called "the Company" which expression shall
include the Company's successors in the five sites mentioned
in this Agreement) of the second part.

WHEREAS the Corporation have applied to the Secretary for
Scotland under the provisions of the Private Legislation Pro-
cedure (Scotland) Act 1899 for a Provisional Order for inter
alia the purpose of obtaining powers to increase the water
supply available to the burgh of Greenock:

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And whereas the Company are owners and occupiers of Ardgowan Distillery Greenock which is situated on the new eastern line of lead and is erected on five sites feued to the authors of the Company under and in virtue of the five feu contracts applicable to the Falls Nos. 4 5 and 6 being the Contracts Nos. 4 to 8 inclusive mentioned in the First Schedule to the said Provisional Order :

And whereas the Corporation are the superiors of said five sites as successors of the Shaws Water Joint Stock Company and the Water Trust of Greenock :

And whereas in terms of the said feu contracts the Company is entitled to a supply of water conform to the regulations for the mills on the new eastern line of lead referred to in said feu contracts of twelve hundred cubic feet per minute for twelve hours per day for three hundred and ten working days in the year to be distributed over and made into a continuous run during thirteen and a half hours per day and in respect thereof are bound to pay to the Corporation yearly water rents amounting in all to four hundred and forty-four pounds three shillings sterling :

And whereas the Company have agreed to discharge and renounce in favour of the Corporation their rights to the said water supply to the extent and effect hereinafter set forth and the Corporation have agreed to give compensation therefor on the terms hereinafter stated :

And whereas the Corporation anticipate that it may for some time or at some times be possible for them without prejudice to the interest of the burgh to continue a supply of water by the new eastern line of lead to the extent hereinafter mentioned :

Therefore the parties agree as follows videlicet:—

First The Corporation shall make payment of the compensation hereinafter provided for and otherwise carry out and fulfil the terms of this Agreement and shall if required by the Company grant a discharge and deed of restriction or other necessary deed or deeds modifying the terms and conditions of the said feu contracts in accordance herewith and in particular freeing and relieving the Company and their successors of the liability for payment of said water rents except to the extent hereinafter contained in all time coming and disburdening therefrom the subjects disposed by and held under said feu contracts.

Second From and after the eleventh day of November nineteen hundred and twenty-one or from such earlier date as may be arranged by the parties the Corporation shall be

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released from all obligations contained in the said five feu contracts to deliver to the Company and their successors in the said five sites the quantity of water set forth in said contracts except as regards the restricted quantity of five hundred thousand gallons per day as hereinafter set forth. A.D. 1921.

Third From and after said date the Corporation shall continue to deliver to the Company and their successors in said sites five hundred thousand gallons or such lesser quantity as the Company may in each day desire to take of unfiltered water for each working day of twenty-four hours that is from Monday to Saturday inclusive throughout three hundred and ten days in the year being the proportion agreed to be reserved to the Company of the total quantity of water to which they are or but for the passing of the said Order would have been entitled under the said feu contracts and subject to the condition presently applicable thereto that the same shall be in priority to the supplies required by the inhabitants for domestic public health or trade purposes which reserved supply of five hundred thousand gallons or lesser quantity shall in the option of the Corporation and subject to reasonable notice from time to time of any change in the manner of supply be delivered either by the new eastern line of lead or by pipe either from Berryyards reservoir or from any other source of supply convenient for the Corporation and it shall be discharged into the lead at a point convenient for the purposes of the Company or as may be otherwise mutually arranged and the Corporation shall deliver the whole five hundred thousand gallons or such proportion thereof as the Company may in each day desire to take in reasonable quantities throughout the whole twenty-four hours as may be suitable for the Company's business. The Company or their foresaids may use the said five hundred thousand gallons for all purposes in connection with their business and not only under the conditions of the said feu contracts and shall not be bound to restore the same or any part thereof to the lead except in so far as not used by them in connection with their business and in a suitable state to be so restored.

Fourth The foregoing quantity of water shall be gauged and fixed by a weir orifice meter or other suitable appliance erected at the expense of the Corporation and adjusted by the engineers of the respective parties or by an oversman to be appointed by them previously in the event of their differing in opinion. The Corporation shall also subject to the provisions of section 290 of the Greenock Corporation Act 1909 supply to the Company if required additional quantities of brown water and of filtered water respectively by meter on payment of the minimum rates current from time to time for such water supplied to ordinary traders.

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Fifth The regulations appended to said feu contracts shall not apply to the said five hundred thousand gallons In particular the Company and their foresaids shall not be liable for keeping the main lead aqueducts embankments sluices and others in repair (whether inside their own ground or outside) or clear of snow except as hereinafter provided but all such repairs and work as may be required to keep the main lead and others in good order so as to ensure the regular delivery of water both as regards the said five hundred thousand gallons and the supply for power as after provided to the Company and their foresaids and the avoidance of damage to the Company and others from leaks flooding or otherwise shall be carried out by the Corporation Provided always that the Company shall be bound to keep in good order and repair the main line of lead within their own works in so far as the same is covered over and the Company shall also be responsible for the passage of snow through their works or any portion thereof so long as the full supply of water is sent down the lead for power purposes and the Company is bound to pay therefor in terms of article eight hereof.

Sixth The Company and their successors in the said ground shall continue to pay annually to the Corporation the sum of forty-one pounds two shillings and sixpence sterling as the restricted proportion of the total water rents of four hundred and forty-four pounds three shillings sterling payable under the said five feu contracts applicable to the said reserved quantity of five hundred thousand gallons per day beginning the said restricted payment as at the term of Whitsunday nineteen hundred and twenty-two when one half thereof or twenty pounds eleven shillings and threepence sterling shall be payable for the half year preceding and so forth termly thereafter in equal portions all in terms of said feu contracts which restricted water rent shall be apportioned between the said five sites as the parties may arrange or failing agreement as may be fixed by arbitration in terms hereof and the balance of the water rents payable under the said feu contracts shall cease and determine as at the term of Martinmas nineteen hundred and twenty-one.

Seventh As compensation for the surrender of the Company's water rights the Corporation shall pay to the Company at the term of Martinmas nineteen hundred and twenty-one or on the passing of the Act confirming the said Provisional Order whichever shall be the later date the sum of forty thousand pounds sterling with interest thereon from said date to date of payment at the rate of five per centum per annum.

Eighth In substitution for the water power now obtained by the Company the Corporation shall if and when required by

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the Company or their successors in the said sites supply electric current from the Corporation's electrical undertaking over and above the average supply presently purchased by the Company from the Corporation and the Company shall pay for the current so required and supplied at the lowest rates chargeable from time to time to consumers of large quantities of electricity for power purposes in Greenock and on the footing that the whole current supplied whether in substitution for water power or not is taken together for the purpose of arriving at the rate or the Corporation in place of supplying electric current shall be entitled but not bound to send down the lead the quantity of water provided for in said feu contracts but for five and a half working days per week that is one thousand two hundred cubic feet per minute for twelve hours each working day distributed over and made into a continuous run during thirteen hours and a half per day except on Saturdays when the supply may be restricted to one half the above quantities that is for six hours distributed over six hours and three-quarters of an hour so that the Company or their foresaids may be able to use the water so sent down for generating power as hitherto Provided always that the supply of water to be given as the equivalent of the power to be taken away shall be delivered in the full quantity above mentioned and for a continuous period of at least eighteen working days (Sundays only excepted) and that before sending down said quantity and before withdrawing the same at least three days' notice shall be giving in writing by the Corporation to the Company So long as the full supply of water is sent down the lead for power purposes and for a continuous period or periods as aforesaid and the distillery or other manufactory on the said sites is working and using power during such period or periods the Company and their foresaids shall pay at the terms of Whitsunday and Martinmas in each year to the Corporation rent for such supply in the proportion which the number of days for which the supply is afforded bears to the sum of one thousand pounds sterling the rent hereby fixed as payable for a year's supply or three pounds four shillings and sixpence sterling for each day during which the full supply is sent down in terms hereof Provided always that if the Company or their successors shall decide to stop the working of the said distillery or manufactory or to discontinue the use of power at any time or times they shall be bound to give to the Corporation seven days' notice in writing of their decision and on the expiry of such notice the said sum of three pounds four shillings and sixpence sterling per day shall cease to be payable during the period for which the working is stopped or the use of power is discontinued All payments which in terms hereof fall to be made by the Company or their successors as the case may be shall only involve liability so long as they shall be owners for the time of said sites.

A.D. 1921.
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A.D. 1921.
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Ninth So long as the Corporation shall in terms of the foregoing article send down the lead distributed over thirteen and a half hours per day the full quantity of twelve hundred cubic feet per minute such quantity shall be held to include therein two hundred and eighty-one thousand two hundred and fifty gallons as the proportion for the said period of thirteen and a half hours of the five hundred thousand gallons per day of twenty-four hours to which the Company is entitled in terms of article third hereof and the Corporation shall only be bound to deliver to the Company or their foresaids during the remaining ten and a half hours of each day of twenty-four hours two hundred and eighteen thousand seven hundred and fifty gallons or such lesser quantity as the Company may in each day desire to take and in the case of Saturdays the supply distributed over six hours and three-quarters of an hour shall be held to include one hundred and forty thousand six hundred and twenty-five gallons and the Corporation shall only be bound to deliver three hundred and fifty-nine thousand three hundred and seventy-five gallons or such lesser quantity as the Company may desire to take during the remainder of the twenty-four hours Provided always that nothing contained in this article shall affect the Company's liability to make the payments stipulated for in articles sixth and eighth hereof.

Tenth If water is delivered as the equivalent of power as aforesaid the quantity shall be gauged and fixed by the engineers of the respective parties or by an oversman all as set forth in article fourth hereof.

Eleventh In the event of the supply of water to be given for power as aforesaid being suddenly stopped by extraordinary flood frost or snow or by any other cause or unavoidable accident the Corporation shall supply the power required by means of electric current as aforesaid unless the electricity supply should be stopped by a similar cause.

Twelfth In the event of the Company or their successors in the five sites held under the said feu contracts disposing of the same or any part thereof in separate lots the right to the supply of five hundred thousand gallons subject to payment of the said restricted water rent therefor and other rights and privileges hereby constituted as regards the whole subjects shall be apportioned between the separate lots in such manner as may be agreed by the Company or their successors and the Corporation or failing agreement as may be fixed by arbitration in terms hereof Provided always that the Corporation shall not be bound to lay any additional piping required by the division of the subjects into more than one lot.

Thirteenth All discharges deeds of restriction or other deeds which may be required to be executed by the parties to

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give effect to the provisions hereof shall be duly executed and delivered by them and so far as necessary recorded in the register of sasines all at the expense of the Corporation.

A.D. 1921.

Fourteenth The Corporation shall from the date of the passing of the Act confirming the said Provisional Order relieve the Company of all obligations and expenses incumbent on them towards the Corporation or the other millowners under the regulations attached to the said feu contracts.

Fifteenth Except in so far as extinguished varied or expressly superseded by the said Provisional Order or by this agreement the whole terms conditions provisions stipulations declarations and restrictions of and in the said feu contracts shall remain binding and of full force and effect.

Sixteenth Should the oversuperior be entitled to demand and require payment of additional feu duty in respect of the said millsteads numbers four five and six owing to the provisions hereof and the deeds following hereon such additional feu duty shall be payable by the Corporation in relief of the Company and their foresaids.

Seventeenth The Corporation shall pay the whole expenses incurred by the Company in connection with their opposition to the said Provisional Order and this agreement and any deeds following thereon including engineers and experts fees both in connection with the Order and in gauging and fixing the quantities of water in terms of articles fourth and tenth hereof.

Eighteenth If any dispute or difference shall arise between the Corporation and the Company with reference to the provisions hereof or the rights and interests of parties hereto such difference shall be referred to a single arbiter to be mutually agreed upon by the Corporation and the Company or failing agreement to be appointed on the application of either party by the sheriff of Renfrew and Bute or his substitute at Greenock and the decision of such arbiter shall be conclusive and binding on both parties.

Nineteenth This agreement is subject to such alterations as may be made by Parliament or the Secretary for Scotland therein during the progress of the Order but if in the opinion of the sheriff of the Lothians and Peebles to whom the matter may be referred by either party any material alteration be made therein it shall be competent to either party to withdraw therefrom.

In witness whereof these presents typewritten on this and the thirteen preceding pages are executed as follows namely They are sealed with the common seal of the Company and are attested and subscribed on behalf of the Company by William Dudgeon Graham Menzies and David Alexander two of the directors and William Dargie the secretary thereof all at

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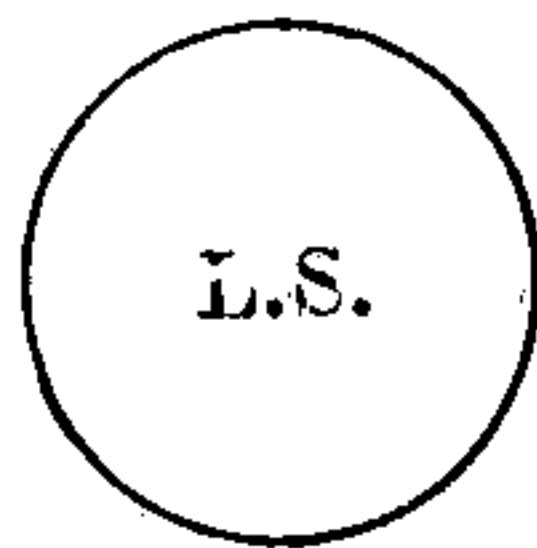
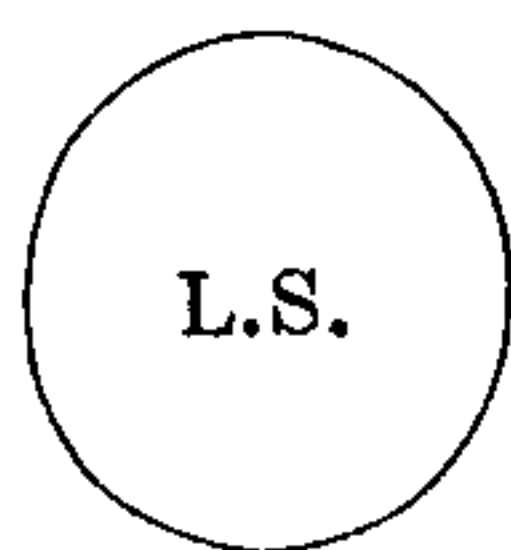
A.D. 1921. — Edinburgh on the twenty-fifth day of July in the year nineteen hundred and twenty-one before these witnesses William Galbraith writer to the signet Edinburgh and Henry James Ross assistant to the managing director of the Company and they are sealed with the common or corporate seal of the Corporation and signed for and on their behalf by Thomas Mitchell provost and Andrew Nimmo town clerk all at Greenock on the twenty-seventh day of said month and in the year last mentioned before these witnesses Alexander Hill Gray and Donald McKinnon junior both writers in Greenock.

A. H. GRAY
 Witness.

D. McKINNON JR.
 Witness.

WILLIAM GALBRAITH
 Witness.

HENRY J. ROSS
 Witness.



THOMAS MITCHELL
 Provost.

ANDREW NIMMO
 Town Clerk.

W. D. GRAHAM MENZIES
 Director.

D. ALEXANDER
 Director.

W. DARGIE
 Secretary.

AGREEMENT between the CORPORATION OF GREENOCK incorporated under the Greenock Corporation Act 1909 (hereinafter called "the Corporation") of the first part and THE WESTBURN SUGAR REFINERIES LIMITED sugar refiners Greenock incorporated under the Companies Acts 1862 to 1890 and having their registered office at Westburn Square Greenock (hereinafter called "the Company") of the second part.

WHEREAS the Corporation have applied to the Secretary for Scotland under the provisions of the Private Legislation Procedure (Scotland) Act 1899 for a Provisional Order for inter alia the purpose of obtaining powers to increase the water supply available to the burgh of Greenock :

And whereas the Company are under and in virtue of a feu contract between the Shaws Water Joint Stock Company and Messrs. Anderson Orr and Company dated thirteenth and fourteenth May eighteen hundred and fifty-three in right of the water rights vested in the feuars of millstead number seven situated on the second branch or new eastern line of lead referred to in the said feu contract :

And whereas in terms of the said feu contract the Company and their successors and assignees are entitled to a supply of water in terms of the regulations of the mills on the new eastern line of lead of twelve hundred cubic feet per minute for twelve

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hours per day for three hundred and ten working days in the year to be distributed over and made into a continuous run during thirteen and a half hours per day and in respect thereof are bound to pay to the Corporation a yearly water rent of seventy pounds four shillings :

A.D. 1921.

And whereas the Company have agreed to discharge and renounce in favour of the Corporation their rights to the water supply referred to and the Corporation have agreed to give compensation therefor on the terms hereinafter stated :

And whereas the Corporation anticipate that it may for some time or at some times be possible for them without prejudice to the interest of the town to continue or renew the foresaid supply of water by the new eastern line of lead in whole or in part :

Therefore the parties agree as follows videlicet :—

First The Corporation shall on the passing of the Act confirming the said Provisional Order make provision for the supply of water hereinafter specified to the said millstead and make payment of the compensation hereinafter provided for and shall if required grant a discharge and deed of restriction pursuant thereon freeing and relieving the Company and their successors of the liability for payment of said water rent in all time coming and disburdening therefrom the subjects referred to in said feu contract.

Second During any period or periods that the water supply at present allotted to the new eastern line of lead is withheld the Corporation shall subject to the terms and provisions of section 290 of the Greenock Corporation Act 1909 grant to the Company and their successors and assignees for the purposes of their works situated on Millstead number seven a constant supply of unfiltered water to meet the requirements of their said works to the extent of but not exceeding two million gallons per working day such supply being given by means of a pipe from Overton Reservoir in the burgh of Greenock as much as possible of the water supplied by such pipe to be discharged by the Company after use into the new eastern line of lead Declaring always as it is hereby provided and declared (first) that the Corporation shall not be bound to grant the said supply in excess at any time of one and one quarter million gallons per working day if in their absolute judgment and discretion they determine that they cannot do so without detriment or prejudice to the other requirements of the town and (second) that the Corporation shall in case of drought or anticipated drought (of which the Corporation's water engineer for the time being shall be the sole judge) be entitled to restrict and reduce the said supply of one and one quarter million gallons per day to whatever extent they may consider necessary or expedient but the Corporation shall not be entitled to restrict

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A.D. 1921. and reduce the supply to the Company below one and one quarter million gallons per working day for the time being unless and until the supply of water by meter to all other users either of pure or unfiltered water for other than domestic purposes is proportionately restricted and reduced but this declaration and provision shall not include or affect users of supplies not exceeding twenty thousand gallons per day.

Third The Company shall pay for the supply of water by pipe specified in article two hereof as the same may be registered by meter half the existing rates for unfiltered water supply or half such lower rates as are in force for the time being and in no case at more than half the rates which are at present in force these being at the rate of three pence per thousand gallons up to a quantity of six million gallons per quarter and two pence per thousand gallons for any quantity per quarter in excess thereof Declaring however that in the event of the Company obtaining by pipe at any time a supply in excess of two million gallons per working day the Company shall be bound to pay for such excess the full rates for unfiltered supplies by meter current for the time being.

Fourth The Corporation shall on the passing of the Act confirming the said Provisional Order pay to the Company the sum of thirteen thousand eight hundred and fifty-eight pounds sterling as compensation for the loss of the supply to which they are presently entitled in terms of the said feu contract which sum shall bear interest at the rate of six per centum per annum from that date until paid.

Fifth Notwithstanding anything contained or provided in the said Provisional Order the Corporation shall so long as and whenever from time to time the Corporation find themselves in a position to do so be entitled but not bound to send down the new eastern line of lead the supply of water at present allotted to the new eastern line of lead with this proviso that the supply on Saturdays shall be restricted to half the quantity presently sent down or otherwise that said supply on Saturdays shall be restricted to six hours distributed over the first six hours and three quarters of an hour of that day and whenever and so long as they do so the Company shall be entitled to use as at present and shall pay to the Corporation for such supply a proportionate amount of the foresaid original water rent of seventy pounds four shillings corresponding to the period or periods during which such supply is sent down Declaring always as it is hereby provided and declared (First) that no such period if of less duration than eighteen working days at any one time shall be charged or paid for (Second) that at least three days' notice in writing shall be given to the Company by the Corporation's water engineer of each such renewal and the subsequent cessation of the supply by the aqueduct and (Third) that the

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supply of water on any Saturday shall not be restricted in either way specified in the proviso contained in this article unless and until the water engineer has ascertained that the Company does not desire to work on the afternoon of that day. A.D. 1921.

Sixth The Corporation shall from the date of the passing of the Act confirming the said Order relieve the Company of all obligations and expenses incumbent on them towards the Corporation or the other millowners under the twelfth regulation attached to the said feu contract except that the Company shall be responsible for the passage of any snow through their works or any part of their works.

Seventh Except in so far as extinguished varied or expressly superseded by the said Provisional Order or by this agreement the whole terms conditions provisions stipulations declarations and restrictions of and in the said feu contract and regulations shall remain binding and of full force and effect and in particular but without prejudice to the foresaid generality the Company shall maintain in good repair and under the conditions of the mill regulations as at present the new eastern line of lead so far as passing through the said millstead number seven but the said regulations shall not be altered or amended so as to affect in any way the terms of this agreement.

Eighth Should the oversuperior require additional feu duty in respect of the said millstead number seven such additional feu duty shall be payable by the Corporation.

Ninth All the expenses of the Company in relation to this agreement shall be paid by the Corporation.

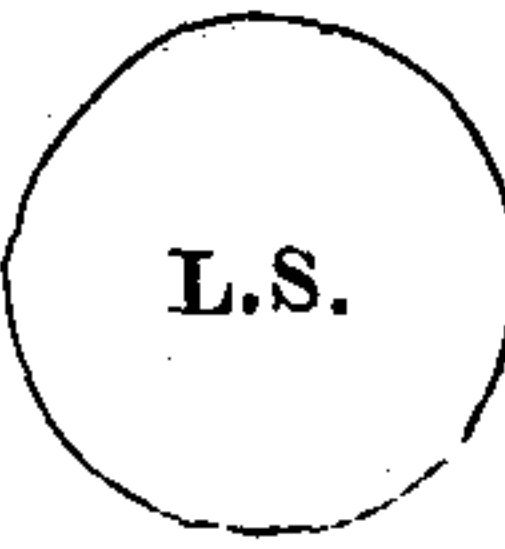
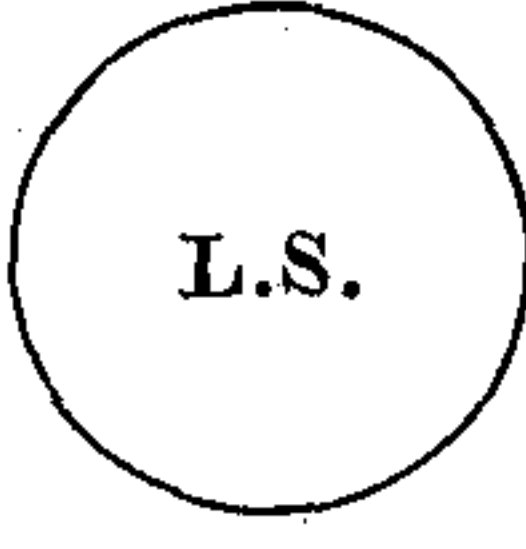
Tenth If any difference shall arise between the Corporation and the Company under this agreement such difference shall be referred to the determination of a single arbiter to be mutually agreed upon by the Corporation and the Company or failing agreement to be appointed on the application of either of them by the sheriff of Renfrew and Bute or his substitute at Greenock.

Eleventh This agreement is subject to such alterations as may be made by Parliament or the Secretary for Scotland therein during the progress of the Order but if any alteration which in the opinion of the Corporation or the Company is material be made therein it shall be competent to either party to withdraw therefrom.

In witness whereof these presents typewritten on this and the seven preceding pages are executed as follows namely They are sealed with the common or corporate seal of the Corporation and signed for and on their behalf by Thomas Mitchell provost and Andrew Nimmo town clerk all at Greenock on the twenty-seventh day of July in the year nineteen hundred

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A.D. 1921. and twenty-one before these witnesses Alexander Hill Gray and Donald McKinnon junior both writers in Greenock and they are sealed with the common or corporate seal of the Company and signed for and on behalf of the Company by Robert Kerr and John Smith Wingate two of the directors and John Low the secretary thereof as follows namely By the said Robert Kerr at Dalquharran Castle Dailly Ayrshire on the day and in the year last mentioned before these witnesses James Hay Anderson cashier Eighteen Kilblain Street Greenock and Frederick Lilley butler Dalquharran Castle foresaid and by the said John Smith Wingate and John Low both at Greenock on the day and in the year last mentioned before these witnesses James Morton Somerville and Mary Roberta MacNeill both clerks in the employment of the Company.

A. H. GRAY Witness.		THOMAS MITCHELL Provost.
D. McKINNON JR. Witness.		ANDREW NIMMO Town Clerk.
J. H. ANDERSON Witness.		ROBERT KERR Director.
FREDERICK LILLEY Witness.		JOHN S. WINGATE Director.
JAS. M. SOMERVILLE Witness.		JOHN LOW Secretary.
MARY R. MacNEILL Witness.		

AN AGREEMENT made the second day of August one thousand nine hundred and twenty-one between the CORPORATION OF GREENOCK (hereinafter called "the Corporation") of the one part and NEILL DEMPSTER AND NEILL sugar refiners of Greenock and DUNCAN FERGUSON DEMPSTER GEORGE DEMPSTER NEILL DUNCAN FERGUSON DEMPSTER NEILL WALTER GRIEVE NEILL and ROBERT GRIEVE NEILL being the individual partners of the said Neill Dempster and Neill (hereinafter called "the Company") of the other part.

Witnesseth that (notwithstanding anything contained in Part I—Water—of the Greenock Corporation Order 1921):—

First The Corporation shall on the date of the passing of the Act confirming the Greenock Corporation Order 1921 pay to the Company the sum of Twenty thousand pounds in full settlement of all claims made by or competent to the Company in respect of the deprivation of the amount of water to be sent down the new eastern line of lead by the Corporation in terms of the disposition entered into between John Neill Duncan Ferguson Dempster and John Neill junior as trustees for the Greenock,

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Cotton Spinning Company in favour of themselves as trustees for Neill Dempster and Neill dated eighteenth and recorded in the New General Register of Sasines &c. twenty-seventh May one thousand eight hundred and sixty-seven or otherwise by reason of the confirmation of the said Order together with interest on the said sum at the rate of six pounds per centum per annum from the said date until payment thereof.

A.D. 1921.

Second The Corporation shall if required by the Company so to do grant a discharge and deed of restriction or other necessary deed or deeds modifying the terms and conditions of the feu contract between the Shaws Water Joint Stock Company and the Greenock Spinning Company dated nineteenth July and fourth and tenth August one thousand eight hundred and fifty-three in particular freeing and relieving the Company and their successors in all time coming from the liability for payment of the sum of forty-four pounds ten shillings and elevenpence per annum being one-half of the water rent payable by the Company to the Corporation in respect of the water allotted to the eastern line of lead and the new eastern line of lead in terms of the hereinbefore-mentioned feu contract and the said disposition of eighteenth May one thousand eight hundred and sixty-seven.

~~Third The Company shall maintain in good repair and~~ subject to the conditions laid down in the mill regulations as at present the eastern line of lead and the new eastern line of lead so far as the same are within lands the property of the Company.

Fourth The Corporation shall at all times be entitled to send down or convey water along the said second branch or new eastern line of lead and the Company shall be bound to allow the free passage of such water.

Fifth From and after the eleventh day of November one thousand nine hundred and twenty-one the Corporation may take such means as they think fit to prevent any quantity of water beyond the twelve hundred cubic feet per minute for twelve hours each day during three hundred and ten working days in the year allotted to the eastern line of lead from passing through the property of the Company and the Company shall not be liable if any quantity over and above the quantity hereinbefore specified is intercepted by any works or pipes of the Company erected and in operation on the date of the signing of this agreement.

Sixth This agreement is subject to such alterations as may be made by Parliament or the Secretary for Scotland therein during the progress of the Order but if in the opinion of the sheriff of Renfrew and Bute to whom the matter may

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A.D. 1921. be referred by either party any material alteration be made therein it shall be competent to either party to withdraw therefrom.

In witness whereof these presents consisting of this and the two preceding pages are executed in duplicate at Greenock by the parties hereto before the witnesses under-named and designed.

Sealed with the common or corporate seal of the within named and designed Corporation and signed for and on behalf of said Corporation by Thomas Mitchell provost and Andrew Nimmo town clerk all before and in presence of the witnesses under-named and designed.

L.S.

WILLIAM F. CUTHBERTSON THOMAS MITCHELL
Town Clerk's Office Greenock Provost.
clerk Witness.

JOHN W. B. MACPHAIL ANDREW NIMMO
Town Clerk's Office Greenock Town Clerk
clerk Witness.

Signed by the within designed Neill Dempster and Neill and by the individual partners thereof within designed (the Company's name being adhibited by George Dempster Neill one of said partners) all before and in presence of the witnesses under-named and designed.

GEORGE MURRAY
2 Argyle Street Greenock
Writer Witness.

R. NORMAN ADAM
2 Argyle Street Greenock
Law apprentice Witness.

NEILL DEMPSTER AND NEILL
DUNCAN F. DEMPSTER
GEORGE D. NEILL
DUNCAN F. D. NEILL
WALTER G. NEILL
R. G. NEILL.

[11 & 12 GEO. 5.] *Greenock Corporation* [Ch. cxxvii.]
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AGREEMENT between the CORPORATION OF GREENOCK incorporated under the Greenock Corporation Act 1909 (hereinafter called "the Corporation") of the first part and FLEMING REID AND COMPANY LIMITED woollen manufacturers incorporated under the Companies Acts 1862 to 1898 and having their registered office at the Shaws Water Worsted Mills Greenock (hereinafter called "the Company") of the second part. A.D. 1921.

WHEREAS the Corporation have applied to the Secretary for Scotland under the provisions of the Private Legislation Procedure (Scotland) Act 1899 for a Provisional Order for inter alia the purpose of obtaining powers to increase the water supply available to the burgh of Greenock:

And whereas the Company are in right of millsteads numbers 12 13 and 14 on the main branch or lead called the eastern line of lead under an Act passed in the sixth year of the reign of His Majesty King George Fourth chapter 106 which millsteads are held under and in virtue of the following titles videlicet:—

Millstead number 12—Feu contract between the Shaws Water Joint Stock Company with consent of the tutors of Sir Michael Robert Shaw Stewart Bart. and Messrs. Neill Fleming and Reid dated the third ninth twelfth twenty-first and twenty-third days of September one thousand eight hundred and forty;

Millstead number 13—Feu contract between the Water Trust of Greenock with consent of Sir Michael Robert Shaw Stewart Bart. and Messrs. Fleming Reid and Company dated the thirtieth and thirty-first December one thousand eight hundred and eighty-nine and the thirteenth day of January one thousand eight hundred and ninety;

Millstead number 14—Feu contract between the said Water Trust of Greenock with consent of the said Sir Michael Robert Shaw Stewart Bart. and the said Messrs. Fleming Reid and Company dated the thirtieth and thirty-first days of December one thousand eight hundred and eighty-nine and the thirteenth day of January one thousand eight hundred and ninety:

And whereas the Company are also feuars of ground in Drumfrochar Road Greenock situated on the south-west side of said millstead No. 14 being part of the ground allotted for millsteads Nos. 15 16 and 17 on the said main branch or lead called the eastern line together with the privilege of the water falls of the said millsteads Nos. 15 16 and 17 situated on the south-west side of the said lead or piece of ground last mentioned which is particularly described in the feu contract entered

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A.D. 1921. — into between the said Water Trust of Greenock with consent of Sir M. R. Shaw Stewart Bart. and the said Fleming Reid and Company dated the thirtieth and thirty-first days of December one thousand eight hundred and eighty-nine and the thirteenth day of January one thousand eight hundred and ninety :

And whereas an agreement dated the twenty-fifth day of December one thousand eight hundred and seventy-two and the third day of January one thousand eight hundred and seventy-three was entered into between the Water Trust of Greenock on the first part and the said Fleming Reid and Company on the second part whereby the first parties agreed to supply to the second parties an additional quantity of water equal to one thousand and sixty-six cubic feet per minute during the same twelve hours each lawful or working day that the water allotted to the eastern line of lead was run down the aqueduct which additional quantity of water was to be used for driving the machinery of the second parties mill and which supply was declared to be equal to one hundred and thirty horse-power and was to be paid for at the rate of three pounds per horse-power :

And whereas in or about the year one thousand eight hundred and eighty the Company was desirous of obtaining a still further additional supply of water and entered into negotiations with the water trust as a result of which it was agreed that the said additional supply was to be increased and the Company has since used said additional supply to the extent of one hundred and ninety-six horse-power and that the whole of said additional supply as so increased was to be paid for at the rate of fifty shillings per horse-power making a total additional rent of four hundred and ninety pounds over and above the water rent stipulated for in the foresaid feu contracts :

And whereas the Company have utilised since one thousand eight hundred and eighty-six the said increased additional supply of water to the foresaid extent and have paid therefor the sum of four hundred and ninety pounds per annum :

And whereas the Corporation and the Company have without the admission of liability and by way of compromise agreed as follows videlicet the Company to discharge and renounce in favour of the Corporation for domestic trade (excluding power) and shipping purposes all rights and interests they have to the said additional supplies of water and the Corporation to make payment for such discharge and renunciation all on the terms hereinafter stated :

And whereas the Corporation anticipate that it may for some time or at some times be possible for them without prejudice to the interest of the town to continue or renew from

[11 & 12 GEO. 5.] *Greenock Corporation* [Ch. cxxvii.]
Order Confirmation Act, 1921.

time to time the foresaid additional supply of water by the new eastern line of lead in whole or in part :

A.D. 1921.

Therefore the parties agree as follows videlicet :—

First The Corporation shall on the passing of the Act confirming the said Provisional Order pay to the Company the sum of seventeen thousand five hundred pounds sterling in full settlement of all claims made by or competent to the Company in respect of the deprivation of the said additional supplies of water at present given to the Company.

Second In consideration and upon the making of the payments specified in Article First hereof the Company shall grant in favour of the Corporation a discharge and renunciation of all rights claims and interests made by or competent to them in and to the additional supply of water granted to the Company under the aforesaid agreement dated the twenty-fifth day of December one thousand eight hundred and seventy-two and the third day of January one thousand eight hundred and seventy-three and the subsequent increase to one hundred and ninety-six horse-power and shall also discharge the Corporation and that whether under agreement or otherwise in any manner of way and from all claims competent to the Company in respect of the loss permanently or from time to time of said additional supply and increased supply including but without prejudice to said generality all claims in respect of (1) loss or damage sustained by the Company through the introduction of machinery to utilise electricity for power in lieu of said additional water and (2) increased cost of running the machinery by electricity in place of water.

Third Notwithstanding anything contained or provided in the said Provisional Order or in this agreement the Corporation shall so long as and whenever from time to time they find themselves in a position to do so consistently with giving to the inhabitants of Greenock a sufficient supply of water for domestic trade (excluding power) and shipping purposes of which the Corporation shall be the sole judges be entitled but not bound to send down the aqueduct the additional and increased supply of water referred to in the narrative hereof Provided that the supply on Saturdays shall be restricted to half the quantity presently sent down or otherwise that said supply on Saturdays shall be restricted to six hours distributed over six and three quarters of an hour and whenever and so long as they do so the Company shall pay to the Corporation for such supply a proportionate amount of the foresaid water rent corresponding to the period or periods during which such supply is sent down.

Fourth If any difference shall arise between the Corporation and the Company under this agreement such difference shall be referred to the determination of a single arbiter to be mutually

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A.D. 1921. agreed upon by the Corporation and the Company or failing agreement to be appointed on the application of either of them by the sheriff of Renfrew and Bute or his substitute at Greenock.

Fifth This agreement is subject to such alterations as may be made by Parliament or the Secretary for Scotland therein during the progress of the Order but if in the opinion of the sheriff of Renfrew and Bute to whom the matter may be referred by either party any material alteration be made therein it shall be competent to either party to withdraw therefrom.

In witness whereof these presents typewritten on this and the six preceding pages are together with the marginal addition on page sixth executed as follows namely They are sealed with the common or corporate seal of the Corporation and signed for and on their behalf by Thomas Mitchell provost and Andrew Nimmo town clerk all at Greenock on the twenty-eighth day of July in the year nineteen hundred and twenty-one before these witnesses Donald McKinnon junior and John Wylie Blue MacPhail both clerks in the town clerk's office Greenock and they are sealed with the common or corporate seal of the Company and signed for and on their behalf by William Thomson Fisher and William Gow joint managing directors and Robert Miller secretary thereof all at Greenock on the day and in the year last mentioned before these witnesses John Waddell Firth and Charles Wilfred Lee both clerks in the employment of the Company.

D. MCKINNON JR.
Witness.

THOMAS MITCHELL
Provost.

JOHN W. B. MACPHAIL
Witness.

ANDREW NIMMO
Town Clerk.

JOHN W. FIRTH
Witness.

WILLIAM T. FISHER
Director.

C. WILFRED LEE
Witness.

WILLIAM GOW
Director.

ROBERT MILLER
Secretary.

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