

[26 GEO. 5. & *Edinburgh*  
1 EDW. 8.] *Corporation Order Confirmation*  
*Act, 1936.*

[Ch. vi.]



## CHAPTER vi.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Acts 1899 and 1933 relating to Edinburgh Corporation. [27th February 1936.] A.D. 1936.

**W**HEREAS the Provisional Order set forth in the schedule hereunto annexed has after inquiry held before Commissioners been made by one of His Majesty's Principal Secretaries of State under the provisions of the Private Legislation Procedure (Scotland) Acts 1899 and 1933 as read with the Secretaries of State Act 1926 and it is requisite that the said Order should be confirmed by Parliament :

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. The Provisional Order contained in the schedule hereunto annexed is hereby confirmed.

2. This Act may be cited as the Edinburgh Corporation Order Confirmation Act 1936.

A.D. 1936.

SCHEDULE.

## EDINBURGH CORPORATION.

*Provisional Order to provide for the reduction of the compensation water from the Talla reservoir of the corporation of the city and royal burgh of Edinburgh to authorise the Corporation to make and maintain a tramway and a street work to acquire lands and to borrow money to amend the Edinburgh Corporation Acts and for other purposes.*

WHEREAS the lord provost magistrates and council of the city and royal burgh of Edinburgh (hereinafter referred to as "the Corporation") are vested with the municipal government of the said city and royal burgh (hereinafter referred to as "the city") and are the local authority therein :

And whereas the Corporation are by virtue of statutory powers authorised to supply water within the city and adjoining districts :

And whereas it is expedient that the statutory provisions relating to the discharge of compensation water from the Talla reservoir of the Corporation into the Talla Water should be varied as hereinafter in this Order provided and that the agreement thereanent scheduled to this Order should be confirmed :

And whereas the Corporation are the owners of and work the existing tramways within the city and the burgh of Musselburgh and are authorised to construct maintain and work additional tramways within the city :

And whereas it is expedient and would be in the public interest that the Corporation should be authorised to construct work and maintain the tramway hereinafter in this Order described :

And whereas it is expedient and would be in the public interest that the Corporation should be authorised to construct the street work hereinafter in this Order described :

A.D. 1936.

And whereas it is expedient that the Corporation should be authorised to acquire lands for the purposes of this Order as hereinafter in this Order provided :

And whereas the following estimates have been prepared by the Corporation for the purposes hereinafter mentioned (that is to say) :—

(1) For and in connection with the tramway by this Order authorised	£ 36,740
(2) For and in connection with the street work by this Order authorised	1,500
(3) For the purchase of lands	30,000

And whereas the said works contained in the said estimates are permanent works and it is expedient that the cost thereof should be spread over a term of years :

And whereas it is expedient to make provision for the consolidation of the burgh assessments and water rates as hereinafter in this Order provided :

And whereas it is expedient that the Edinburgh Corporation Acts should be amended and that further powers should be conferred on the Corporation as hereinafter in this Order provided :

And whereas it is expedient that the agreement between the governors of the Heriot-Watt College and the managers of the Royal Public Dispensary of Edinburgh scheduled to this Order should be confirmed :

And whereas it is expedient that the Corporation should be authorised to borrow money for the construction of the work by this Order authorised and for the purchase of lands as hereinafter in this Order provided :

And whereas it is expedient that the other provisions in this Order contained should be enacted :

And whereas plans and sections describing the lines and situations and levels of the tramway and work proposed to be authorised by this Order and the lands houses and other properties which will or may be taken and acquired for the purposes thereof and of the lands houses and other properties which will or may be taken for the other purposes of this Order and also a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands houses and other properties

A.D. 1936.

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were duly deposited with the sheriff clerk of the county of Midlothian and the same are hereinafter respectively referred to as the deposited plans sections and book of reference :

And whereas the purposes aforesaid cannot be effected without an Order confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Acts 1899 and 1933 :

Now therefore in pursuance of the powers contained in the last-mentioned Acts as read with the Secretaries of State Act 1926 the Secretary of State orders as follows :—

## PART I.

## PRELIMINARY.

Short title.

1. This Order may be cited as the Edinburgh Corporation Order 1935 and the Edinburgh Corporation Acts as defined by the Edinburgh Corporation (Tramways &c.) Order 1935 and this Order may be cited as the Edinburgh Corporation Acts 1924 to 1935.

Division of  
Order into  
Parts.

2. This Order is divided into Parts as follows :—  
Part I.—Preliminary.  
Part II.—Water.  
Part III.—Tramway new work &c.  
Part IV.—Consolidation of burgh assessments and water rates.  
Part V.—Miscellaneous.

Commence-  
ment of  
Order.

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

Interpreta-  
tion.

4. In this Order unless there be something in the subject or context repugnant to such construction the following expressions shall have the meanings hereinafter respectively assigned to them (that is to say) :—

“Act of 1895” means the Edinburgh and District Waterworks (Additional Supply) Act 1895;

[26 GEO. 5. & *Edinburgh* [Ch. vi.]  
1 EDW. 8.] *Corporation Order Confirmation*  
*Act, 1936.*

“ City ” means the city and royal burgh of Edinburgh ; A.D. 1936.

“ Corporation ” means the lord provost magistrates  
and council of the city ;

“ Edinburgh Corporation Acts ” means the Edin-  
burgh Corporation Acts as defined by the  
Tramways Order of 1935 and this Order ;

“ Existing tramways ” means the tramways owned  
by the Corporation at the commencement of  
this Order ;

“ Funds rates and revenues of the Corporation ”  
means the whole funds rates and revenues of the  
Corporation other than the common good of the  
city and the revenues thereof ;

“ New tramway ” means the tramway authorised by  
this Order ;

“ Order of 1926 ” means the Edinburgh Corporation  
(Streets Buildings and Sewers) Order 1926 ;

“ Order of 1932 ” means the Edinburgh Corporation  
Order 1932 ;

“ Order of 1933 ” means the Edinburgh Corporation  
Order 1933 ;

“ Tramways Order of 1935 ” means the Edinburgh  
Corporation (Tramways &c.) Order 1935 ;

“ Sheriff ” means the sheriff of the Lothians and  
Peebles and includes his substitutes or any one  
of them within the county of Midlothian ;

“ Tramways ” or “ Corporation tramways ” means  
the existing tramways the tramways authorised  
but not yet completed and the new tramway ;

“ Water Order of 1924 ” means the Edinburgh  
Corporation Water Order 1924 ;

and the words and expressions defined in the Edinburgh  
Corporation Acts as defined by the Tramways Order of  
1935 shall if and when used in this Order and when not  
inconsistent with the above definitions or with any of  
the provisions of this Order respectively have the same  
respective meanings as in the said Edinburgh Corporation  
Acts.

A.D. 1936.

—  
Certain provisions of Tramways Act 1870 incorporated.

Incorporation of Lands Clauses Acts.

Reduction of quantity of compensation water into Talla Water.

5. Section 3 (Interpretation of terms) and Part II (Construction of tramways) and Part III (General provisions) of the Tramways Act 1870 are incorporated with this Order except where the sections so incorporated are inconsistent with or are varied by the Edinburgh Corporation Acts.

6. The Lands Clauses Acts are subject to the provisions of this Order incorporated with and shall form part of this Order.

## PART II.

## WATER.

7. As from the expiration of two years from the commencement of this Order section 20 (For protection of persons interested) and section 21 (Compensation) of the Act of 1895 shall be and are hereby repealed and in lieu thereof the following provisions shall apply and have effect and shall be binding on the Corporation for the protection of all persons interested in the waters flowing down the Talla Water in the county of Peebles and the river Tweed (that is to say):—

- (1) During each of the months of May June July August and September in each year the Corporation shall permit to flow or deliver regularly and continuously into the Talla Water from the Talla reservoir of the Corporation a uniform daily quantity of water of not less than three million six hundred and fifty thousand gallons :
- (2) During each of the remaining months of each year the Corporation shall not be under any obligation to permit to flow or deliver any compensation water into the Talla Water from the said reservoir :
- (3) The Corporation shall for ever maintain a suitable measuring gauge over or through which the quantity of compensation water required by this section shall flow or be delivered :
- (4) The said gauge shall be open to the inspection of all persons interested at all reasonable times :

- (5) If any difference arise between the Corporation and any person interested as aforesaid with respect to any of the matters in this section contained such difference shall be settled by an arbiter who (unless otherwise agreed on between the parties in difference) shall on the application of either party after seven days' notice in writing to the other of them be named by the sheriff : A.D. 1936.  
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- (6) Subject to the provisions of this Order the provisions of this section shall be accepted and taken by all persons interested as and shall be deemed to be full compensation for all water which the Corporation can divert collect impound or appropriate under the powers of the Act of 1895 :
- (7) The provisions of this section shall be subject to reconsideration if and when the Corporation ask parliamentary authority to take an additional supply of water from the river Tweed or any tributary thereof.

8. The following provisions for the protection of the county council of the county of Peebles (in this section referred to as "the county council") shall unless otherwise agreed between the county council and the Corporation apply and have effect (that is to say):— For protection of county council of county of Peebles.

- (1) The Corporation shall continue to supply water to lands and heritages at Broughton or elsewhere in the landward area of the county of Peebles presently supplied with water by them and shall also if requested supply with water other lands and heritages in the said area which are situated at such a height that they can be supplied with water by gravitation from the Talla aqueduct of the Corporation and that on the terms and conditions on which the Corporation from time to time supply water to lands and heritages outside their compulsory area of supply Provided that (a) the Corporation shall not be entitled to discontinue the supply of water under this subsection except for such reason as would entitle the Corporation to discontinue to supply water to lands and heritages situated within the said compulsory area

A.D. 1936.

and (b) any party to whom a supply of water has been granted may at any time give one calendar month's notice in writing of intention to cease taking the supply :

- (2) The Corporation shall pay to the county council the sum of fifteen thousand pounds within one month after the commencement of this Order which amount shall be expended by the county council in or towards the carrying out of such purposes within the landward area as may be approved by the Secretary of State including a scheme for the purification of the river Tweed :
- (3) The Corporation shall pay the county council the expenses reasonably incurred by the latter in connection with the negotiations connected with this Order the amount of such expenses failing agreement to be taxed by the auditor of the court of session The Corporation shall also pay to the county council the sum of three hundred and ninety-one pounds eight shillings and elevenpence being the expenses incurred by them as taxed by the auditor of the court of session in connection with their opposition to the Edinburgh Corporation Provisional Order 1934 :
- (4) In the event of any difference of opinion arising between the county council and the Corporation as to the true intent and meaning of this section or the carrying out thereof such difference shall be submitted and referred to the amicable decision of the dean of the faculty of advocates for the time being as sole arbiter whose decision shall be final and conclusive.

For protec-  
tion of river  
Tweed  
Commis-  
sioners.

9. The following provisions for the protection of the commissioners for the river Tweed (in this section called "the commissioners") shall unless otherwise agreed between the commissioners and the Corporation apply and have effect (that is to say) :—

- (1) The Corporation shall pay to the commissioners as compensation for the reduction of the compensation water from the Talla reservoir authorised by this Part of this Order the sum of five thousand pounds within one month after the



commencement of this Order and the Corporation shall relieve the commissioners of liability to any other party interested in the said compensation water :

A.D. 1936.

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(2) The provisions of this Order shall not prejudice the commissioners or the Corporation in any question which may hereafter arise between them respectively :

(3) The Corporation shall pay the expenses reasonably incurred by the commissioners in connection with the negotiations relating to this Order as the same shall if required by the Corporation be taxed by the auditor of the court of session.

10. The agreement made between the Corporation and James Linton and others as set forth in the First Schedule to this Order is hereby confirmed and made binding on the parties thereto and shall have effect according to the true intent and meaning thereof.

Confirmation of agreement between Corporation and James Linton and others.

11. In addition to any other sums payable by them under the provisions of this Order in respect of compensation for salmon fishings the Corporation shall within one month from the commencement of this Order pay to the Fishery Board for Scotland the sum of two thousand five hundred pounds which sum shall be expended by the board on such works or improvements as the board after consultation with the commissioners for the river Tweed may think fit for the benefit of the salmon fishings of the river Tweed and its tributaries.

Further compensation for salmon fishings.

12.—(1) The Corporation shall within one month from the commencement of this Order make the following payments (that is to say) :—

For protection of royal burgh of Peebles and others.

(a) To the provost magistrates and councillors of the royal burgh of Peebles the sum of eight thousand pounds :

(b) To or for behoof of the following riparian proprietors on the river Tweed (that is to say) (i) Mrs. Grace Eleanor Monica Murray-Philipson and Oliphant James Philipson trustees of the deceased Hylton Ralph Murray-Philipson of Stobo the Right Honourable the Earl of Wemyss and March the Dawyck Estates Limited Dawyck Henry Brown Marshall of Rachan Ernest Alfred

A.D. 1936

Sime of Stanhope Robert White Dickson of Drumelzier Haugh and Harry Nelson Mitchell of Drumelzier Place the sum of one thousand pounds (ii) Alexander Welsh of Mossfennan the sum of fifty pounds fourteen shillings (iii) Walter Stuart of Kingledores the sum of forty-seven pounds ten shillings and (iv) the trustees of the late Michael Angelo Taylor Thomson of Polmood the sum of forty-five pounds :

- (c) To the proprietors of Crook in the parish of Tweedsmuir (being John Masterton James Masterton and Ebenezer Braidwood Masterton) the sum of one hundred and fifty pounds :
- (d) To Walter Thorburn and Brothers Limited the proprietors of Damdale Damcroft and Tweed-side Mills Peebles the sum of two thousand pounds :
- (e) To Henry Ballantyne and Sons Limited manufacturers Walkerburn the sum of two thousand pounds.

(2) The amount paid under paragraph (a) of subsection (1) of this section to the provost magistrates and councillors of the royal burgh of Peebles shall be expended by them in or towards the carrying out of a sewage purification scheme for the said burgh or in or towards such other purposes as may be approved by the Secretary of State.

(3) The amount paid under head (i) of paragraph (b) of subsection (1) of this section shall be divided amongst the riparian proprietors mentioned in the said head (i) in such proportions as they may agree amongst themselves.

For protec-  
tion of pro-  
prietor of  
Crook  
Hotel.

13. As from the commencement of this Order the proprietor for the time being of the Crook Hotel in the parish of Tweedsmuir and county of Peebles shall have and be entitled to the following fishing rights in the Talla reservoir (that is to say) the right to put a boat on the reservoir and to issue permits for fishing therefrom upon such terms as he may fix restricted to two rods and to the following three days in any week (that is to say) Tuesday Thursday and Saturday and the right to issue permits to fishers from the banks of the reservoir upon.

such terms as he may fix restricted to two rods and to the following three days in any week (that is to say) Monday Wednesday and Friday. A.D. 1936. —

14. As from the commencement of this Order the following provisions shall unless otherwise agreed between the parties apply and have effect for the protection of D. Ballantyne Brothers and Company Limited or other the proprietors for the time being of the Waverley Mills Innerleithen (all of whom are in this section included in the expression "the proprietors") (that is to say) If the proprietors find it necessary at any time to carry out any works for or in respect of the lowering of the end of the suction pipe by means of which water is pumped up from the river Tweed to the said mills the deepening of the well and the making of any provision to allow a free flow of water from the river Tweed into the said well as so deepened the Corporation shall repay to the proprietors the costs which they may incur in carrying out such works. For protec- tion of D. Ballantyne Brothers and Com- pany Limited.

15. The following provisions for the protection of Thomas Thorburn and his successors proprietors of the estate of Hearthstanes in the county of Peebles (in this section referred to as "the proprietor") shall unless otherwise agreed between the Corporation and the proprietor apply and have effect (that is to say):— For protec- tion of Thomas Thorburn.

- (1) Before discontinuing the discharge into the Talla Water of the compensation water which the Corporation are under obligation to discharge under or by virtue of the provisions of the Act of 1895 or reducing the quantity thereof the Corporation shall erect a fence separating the farm and lands of the proprietor from the Talla Water which shall be carried down on the north-east side or right bank of the Talla Water from Victoria Lodge at the east boundary of the proprietor's lands to the junction of the Talla Water with the river Tweed. The said fence shall consist of posts and wires and shall be erected in the position or positions required by the proprietor and to his satisfaction. The said fence after erection shall be maintained by the Corporation for all time at their own expense:

A.D. 1936.  
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- (2) Before discontinuing the discharge of compensation water into the Talla Water as aforesaid or reducing the quantity thereof the Corporation shall for the purpose of watering cattle sheep and other bestial in the fields of the proprietor adjoining the Talla Water provide for all time a full and constant supply of running water free of charge which shall be conveyed in a cast iron pipe of proper dimensions at such depth as to avoid the risk of the water being frozen or the pipe being damaged with branches therefrom to not more than six drinking troughs in the lands of the proprietor in such positions as may be required by the proprietor and to a trough in the sheep bught close to the old bridge over the Talla Water Such troughs which shall be constructed and provided by the Corporation shall be not more than one hundred lineal feet from the fence provided for in subsection (1) of this section and shall be of such size as shall be required by the proprietor There shall also be provided by the Corporation a tiled drain from each of the said troughs for the purpose of carrying away the overflow of water from the said troughs The said pipe and branches and the said troughs and tiled drains shall be maintained in all time coming by the Corporation The Corporation shall also provide for all time free of charge a supply of water for any houses that may be erected by the proprietor in the said lands by branch pipes to the said houses from the said cast iron pipe provided that the Corporation shall not be bound to provide a supply of water under this subsection to any houses erected by the proprietor in the said lands at such a height that they cannot be supplied with water by gravitation from the Talla aqueduct The Corporation shall at their own expense lay not more than ten branch pipes for the purpose of providing water to houses erected by the proprietor for a distance not exceeding in any case one hundred lineal feet from the said fence The water to be provided for house purposes shall not be required to exceed ten thousand gallons per day The

proprietor shall give all facilities or wayleaves necessary for laying inspecting repairing and renewing the pipes supplying water and that free of expense to the Corporation other than payment of surface damages caused through the said operations or any of them :

- (3) The Corporation shall not be liable for any loss or damage arising from or in consequence of any interruption of the supply of water to the said drinking troughs due to accident or frost or to any other cause not within the control of the Corporation but the Corporation shall as soon as reasonably practicable take steps to restore the supply of water which may be interrupted from any such cause :
- (4) The Corporation shall purchase from the proprietor his share of the land that may remain between the fence to be erected in terms of subsection (1) of this section and the fence to be erected on the lands of Menzion at such price as may be agreed upon between the parties or failing agreement as shall be fixed by arbitration and the Corporation shall in the conveyance of the said land bind themselves to keep the same free from rubbish of all kinds and free from rank growth of any kind which might affect the amenity of the neighbourhood or be detrimental to the proprietor's lands or stock The Corporation shall give all facilities or wayleaves necessary for laying inspecting repairing and renewing drain or other pipes in the said land between the said fences that may be required by the proprietor for a house or houses which may be erected by him in the land known as Crookholm on the left bank of the said Talla Water :
- (5) If and when required by the proprietor the Corporation shall provide a pipe of sufficient size into which there shall be discharged the effluent from the drainage of houses belonging to the Corporation and from the houses that may be erected by the proprietor on his said lands adjoining the Talla Water which pipe shall be laid in the bed of the Talla Water or between the

A.D. 1936.

fences to be erected as aforesaid and carried to the river Tweed and the proprietor shall be entitled to a connection or connections from the said pipe for the said purpose to the houses to be erected by him. Such pipe and connections shall be provided at the expense of the Corporation and shall be maintained by them for all time :

- (6) The Corporation shall within one month from the commencement of this Order pay to the proprietor the sum of three hundred and ninety pounds which payment along with the provisions of this section is hereby accepted by him as in full of any claim for compensation or otherwise competent to him in respect of the reduction or discontinuance of the discharge of compensation water into the Talla Water as aforesaid :
- (7) The Corporation shall pay the expenses reasonably incurred by the proprietor in connection with the petition lodged by him against this Order and procedure thereanent as the said expenses shall if required by the Corporation be taxed by the auditor of the court of session :
- (8) In the event of the Corporation and the proprietor failing to agree in regard to any of the matters hereinbefore mentioned such matters shall be referred to and determined by an arbiter to be appointed failing agreement by the sheriff on the application of either of the parties.

### PART III.

#### TRAMWAY NEW WORK &C.

Construction of new tramway.

16. Subject to the provisions of this Order the Corporation may make form construct lay down work use and maintain the new tramway hereinafter described in the lines and according to the levels shown on the deposited plans and sections together with all proper rails plates works and conveniences in over or under ground connected therewith and may take up remove alter appropriate and use any part or parts of the existing tramways which may interfere with or be rendered

unnecessary by the construction of the new tramway  
Provided that notwithstanding anything shown on the deposited plans no portion of the new tramway shall except with the approval of the Minister of Transport be constructed in such a position that a space of less than nine feet six inches shall intervene between the outside of the footpath and the nearest rail of the tramway  
Provided further that nothing in this Order shall authorise any interference with electric lines and works of any undertakers under the Electricity (Supply) Acts 1882 to 1935 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

A.D. 1936.

The new tramway herein authorised is the following:—

Tramway No. 1 (Double lines) 1 mile 5 furlongs 3·5 chains or thereabouts in length wholly situate within the city and city parish of Edinburgh commencing by a junction with the Corporation's existing tramway in Stenhouse Road at a point 18 yards or thereabouts eastwards from a line in prolongation of the east side of Saughton Road South thence passing in a south westerly direction along Calder Road and terminating in the said Calder Road at the city boundary.

17. The new tramway shall be completed within seven years from the commencement of this Order and on the expiration of that period the powers by this Order granted to the Corporation for executing the same shall cease except as to so much thereof as shall then be completed.

Period for completion of new tramway.

18. Subject to the provisions of this Order the new tramway and the works connected therewith by this Order authorised to be constructed shall for all purposes of rates tolls and charges and for all other purposes whatsoever be part of the Corporation tramways.

New tramway to be part of Corporation tramways.

19. Subject to the provisions of this Order the provisions of Part II (Transport) of the Order of 1932 as amended by the Tramways Order of 1935 shall so far as the same are applicable extend and apply mutatis mutandis to the new tramway.

Application of Part II (Transport) of Order of 1932.

A.D. 1936.  
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New work.

20. Subject to the provisions of this Order and to the powers of deviation hereinafter mentioned the Corporation may in the lines and situation and upon the lands in that behalf delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make construct maintain and use the work hereinafter mentioned or some part or parts thereof together with all necessary and proper works and conveniences connected therewith or incidental thereto (that is to say) :—

Work No. 1 A widening and regrading wholly within the city and city parish of Edinburgh of the streets called Leith Street and East Register Street or parts thereof commencing at a point in Leith Street twenty-one yards or thereabouts north eastwards from the southern termination of the parapet wall separating that street from East Register Street thence passing south westwards along Leith Street and into East Register Street and terminating in East Register Street thirty-four yards or thereabouts northwards from a line in prolongation eastwards of the wall forming the south boundary of the property of the General Register House.

Power to deviate new work.

21. In the execution of the said work the Corporation may deviate laterally to any extent within the limits of deviation shown on the deposited plans applicable thereto and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three feet.

Period for completion of work.

22. If the said work is not completed within five years from the commencement of this Order then on the expiration of that period the powers hereby granted for the execution of the same shall cease except as to so much thereof as is then completed.

Underpinning or otherwise strengthening of houses and buildings near work.

23. Whereas in order to avoid in the execution and maintenance of the work by this Order authorised injury to the houses and buildings within one hundred feet of such work it may be necessary to underpin or otherwise strengthen the same Therefore the Corporation at their costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen



the same and the following provisions shall have effect A.D. 1936.  
(that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Corporation shall be served in manner prescribed by section 18 of the Lands Clauses Consolidation (Scotland) Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the town clerk :
- (3) If any owner lessee or occupier of any such house or building or the Corporation as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to be appointed by the sheriff at the instance of either party :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Corporation may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Corporation shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Corporation such

A.D. 1936.

underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the work by this Order authorised then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Corporation shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Corporation from any liability to compensate under the Lands Clauses Consolidation (Scotland) Act 1845 or under any other Act:
- (8) Every case of compensation to be ascertained under this section shall be ascertained according to the provisions of the Lands Clauses Acts.

Lands for  
work.

24. Subject to the provisions of this Order the Corporation may enter upon purchase take hold appropriate and use the lands houses and property shown on the deposited plans and described in the deposited book of reference or such part or parts thereof as may be required for or in connection with the work by this Order authorised.

Corporation  
may take  
down build-  
ings and lay  
out lands  
and sell or  
let those not  
required.

25. The Corporation may subject to the provisions and for the purposes of this Order take down the whole or such part as they think fit of the buildings situate on any of the lands acquired by them under the authority of this Order and sell and dispose of the materials thereof and may use lay out and appropriate such lands or any part or parts thereof in such way and manner as they may deem best for effecting such purposes and the Corporation may by public auction or private bargain re-sell feu out or grant leases of such portions of the lands

and the buildings thereon which they may acquire as aforesaid as they may think proper on such terms and subject to such conditions as they may determine and for such prices feu duties ground annuals rents or other consideration as they can obtain for the same and may in like manner sell such feu duties and ground annuals and generally may deal with the lands and buildings acquired by them as aforesaid under this Order as absolute proprietors thereof.

A.D. 1936.

26. Subject to the provisions of this Order and within the limits defined on the deposited plans the Corporation in connection with the work by this Order authorised and for the purposes thereof may make junctions and communications with any existing streets wynds closes and thoroughfares which may be intersected or interfered with by or be contiguous to the said work and may make diversions widenings or alterations of lines or levels by stairs or otherwise of any existing streets for the purpose of connecting the same with the said work or otherwise and they may from time to time remove or alter either temporarily or permanently all streets roads sewers drains mains and pipes which they find it necessary or convenient for any of the purposes of the said work so to interfere with making to all persons who sustain any damage by any of the works in this section referred to compensation in that behalf such compensation in case of dispute to be ascertained in manner prescribed by the Lands Clauses Acts with respect to the settlement of questions of disputed compensation for lands.

Power to  
make sub-  
sidiary  
works &c.

27. In executing any works by this Order authorised the Corporation may raise sink or otherwise alter the position of any sewer or drain watercourse water pipe or gas pipe belonging to or connected with any building adjoining or near to the site of any such work and also any main sewer or any other main or pipe laid down or used for carrying a supply of water or gas and also subject to the provisions of the Telegraph Act 1878 any pipe tube wire or apparatus laid down for telegraphic or other purposes and may remove any other obstruction causing as little detriment and inconvenience as circumstances admit and making full compensation for all

Alterations  
of sewers  
and gas and  
water pipes.

A.D. 1936. — damage caused by any such alteration as such compensation shall be fixed by an arbiter to be agreed upon or in case of difference to be appointed by the sheriff on the application of either party.

Alterations consequent on changing levels of streets to be made at expense of Corporation. 28. Where by reason of the execution of the work by this Order authorised the level of any street is raised or otherwise changed or any alteration of any step door or entrance into any house or building or of any pavement sewer drain or culvert adjoining or belonging to any premises in the street is rendered necessary the alteration shall be made by and at the expense of the Corporation.

Carriage-ways and footways vaults cellars &c. and ownership thereof. 29. The Corporation may cause such parts of the work by this Order authorised to be laid out and formed as carriageways or to be laid out and formed for foot passengers as they may think fit and may construct and provide in connection therewith such vaults cellars arches sewers drains and other works and conveniences as they may think proper and may by public auction or private bargain sell feu out or grant leases of such vaults and cellars or may permit the owners or lessees of the lands or buildings on the sides of such work to construct vaults and cellars under the same and to hold or occupy such vaults and cellars upon such terms and conditions as may be agreed upon and upon such work being laid out and formed in manner above specified the provisions of the Edinburgh Corporation Acts and any other Acts in force within the city for the time shall extend and apply thereto and the solum thereof shall be vested in the Corporation.

Corporation not to be bound to execute whole work. 30. Nothing in this Order contained shall make it binding on the Corporation to execute the whole of the work by this Order authorised or to purchase all the lands houses and property in this Order mentioned or referred to but they may subject to the provisions of this Order execute such parts of the said work and purchase such of the said lands houses and property as it shall from time to time seem to them expedient to execute and purchase and the execution of any works or purchase of any lands houses or property under this Order shall be in the absolute discretion of the Corporation.

31. Subject to the provisions of this Order the Corporation may during the execution of the new tramway and the work by this Order authorised stop up temporarily the carriageway or footway of any street road bridge or close as may be necessary and for that purpose may put up bars posts and other erections Provided that the Corporation shall before stopping up any footway under this section provide a temporary substitute therefor with access therefrom to any houses.

A.D. 1936.

—  
Stoppage of roads during execution of works.

32. Subject to the provisions of this Order the Corporation may for the purpose of the formation of a children's playground enter upon purchase take hold appropriate and use the lands houses and property hereinafter mentioned and shown on the deposited plans and marked thereon "Area A" and described in the deposited book of reference or any part or parts of the same The said lands houses and property are the following :—

Purchase of lands for children's playground.

Area A The lands houses and property within the city and city parish of Edinburgh situate within the area marked "Area A" delineated upon the deposited plans and bounded by a line commencing at a point on the south side of Dundee Street two yards or thereabouts north-eastwards from a line in prolongation of the west boundary of Dundee Place thence extending south-eastwards for a distance of thirty-three yards or thereabouts thence extending south-westwards for a distance of thirteen yards or thereabouts thence extending north-westwards for a distance of thirty-three yards or thereabouts thence extending north-eastwards for a distance of thirteen yards or thereabouts to the point of commencement.

33. Whereas in the exercise of the powers of this Order it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the street work by this Order authorised and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material

Owners may be required to sell parts only of certain lands and buildings.

A.D. 1936. detriment thereto Therefore the following provisions  
— shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Order and whereof a portion only is required for the purposes of this Order or each or any of them are hereinafter in this section included in the term "the owner" and the said properties are hereinafter in this section referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Corporation that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Corporation such portion only without the Corporation being obliged or compellable to purchase the whole the Corporation paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Corporation allege that such portion cannot be so severed the authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Corporation have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Corporation the portion which the tribunal shall have determined to be so severable without the Corporation being obliged or compellable to purchase the whole the Corporation paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Corporation may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Corporation in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses

A.D. 1936.

reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation (Scotland) Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Omission or mis-statement in plans or book of reference may be corrected.

34. If there be any omission mis-statement or erroneous description of any lands which may be required or taken for the purposes of this Order or any of them or of the owners lessees or occupiers of any such lands shown on the deposited plans or specified in the deposited book of reference the Corporation after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to the sheriff for the correction thereof and if it appear to the sheriff that such omission mis-statement or erroneous description arose from accident or mistake he shall certify the same accordingly and shall in such certificate state the particulars of the omission and in what respect any such matter is mis-stated or erroneously described and the decision of the sheriff in such matter shall be final.

Certificate to be deposited.

35. The certificate of the sheriff shall be deposited in the office at Edinburgh of the sheriff clerk of the county of Midlothian and such certificate shall be kept by such sheriff clerk along with the other documents to which it relates and thereupon the deposited plans and book of reference shall be deemed to be corrected in accordance with the certificate and the Corporation may enter upon purchase take hold and use for the purposes of this Order any lands in accordance with such certificate as if such omission mis-statement or erroneous description had not been made.



A.D. 1936.

36. The powers of the Corporation for the compulsory purchase of lands for the purposes of this Order shall cease on the thirty-first day of December one thousand nine hundred and thirty-eight.

Limiting period for compulsory purchase of lands.

37. Persons empowered by the Lands Clauses Acts to sell and convey or discharge lands may if they think fit subject to the provisions of those Acts and of this Order grant to the Corporation any servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Order or any of them in over or affecting any such lands and the provisions of the said Acts with respect to lands and ground annuals or feu duties so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively.

Power to grant servitudes &c. by agreement.

#### PART IV.

##### CONSOLIDATION OF BURGH ASSESSMENTS AND WATER RATES.

38. This Part of this Order shall commence and have effect on and from the twenty-ninth day of May nineteen hundred and thirty-six which date is in this Part of this Order referred to as "the commencement of this Part of this Order."

Commencement of this Part of this Order.

39.—(1) The burgh assessments shall be levied and recovered by the Corporation as a consolidated assessment and shall include the domestic water rate and the public water rate hitherto leviable under the provisions of the Water Order of 1924 and subject to the provisions of this Part of this Order the words "and does not include water rates" occurring in the definition of "burgh assessments" contained in the Edinburgh Corporation Acts are hereby repealed.

Burgh assessments to include water rates.

(2) For the purposes of section 107 (Annual estimates) and section 109 (Deficiency or surplus on public utility undertakings) of the Order of 1932 the expression "Public utility undertakings" contained in the said sections shall not include the water undertaking as defined in the Water Order of 1924.

A.D. 1936.

(3) Subsection (2) of section 110 (Laying on of assessments) of the Order of 1932 is hereby repealed and the said section of the Order of 1932 shall be read and construed as if the following were included therein as subsection (2) thereof (that is to say):—

“ (2) Subject to any statutory provision for exemption or abatement—

“ (a) The burgh assessments shall be imposed upon the owners and occupiers or owners or occupiers of lands and heritages within the city according to the rateable value of such lands and heritages as determined by any enactment affecting the same and the burgh assessments shall be so imposed as to provide that the expenditure to be met thereby (other than so much thereof as relates to expenditure for and in connection with the water undertaking) shall be payable (i) wholly by the occupiers in respect of expenditure for and in connection with the purposes mentioned in the Fourth Schedule to this Order and (ii) one half by the owners and one half by the occupiers in respect of expenditure for and in connection with purposes other than those mentioned in that schedule; and

“ (b) So much of the burgh assessments as relates to expenditure for and in connection with the water undertaking (after taking into account the other rates and charges which the Corporation may impose under the Water Order of 1924 and the other revenues of the water undertaking) shall be payable as follows:—

“ (i) to the extent of one penny in the pound by the owners of all lands and heritages within the compulsory area which shall be deemed to be in lieu of the amount payable by the said owners in name of the public water rate;

“ (ii) to the extent of one penny in the pound by the occupiers of such

[26 GEO. 5. & *Edinburgh* [Ch. vi.]  
 I EDW. 8.] *Corporation Order Confirmation*  
*Act, 1936.*

“ lands and heritages which shall A.D. 1936.  
 “ be deemed to be in lieu of —  
 “ the amount payable by the said  
 “ occupiers in name of the public  
 “ water rate; and

“ (iii) as to the remainder thereof by the  
 “ occupiers of such lands and heri-  
 “ tages which shall be deemed to be  
 “ in lieu of the amount payable by  
 “ them in name of domestic water  
 “ rate.”

40. Notwithstanding the repeal of the provisions of the Water Order of 1924 under which the Corporation were authorised and required to impose assess and levy a domestic water rate and a public water rate the Corporation shall when they lay on or impose the burgh assessments annually ascertain and fix the rates included in the burgh assessments in respect of the domestic water rate and the public water rate which would have been imposed as separate rates under the repealed provisions of the Water Order of 1924 but for the provisions of this Order and the expressions “ domestic water rate ” and “ public water rate ” where occurring in the Water Order of 1924 and in any other statutory enactment shall be read and construed as representing a domestic water rate and a public water rate respectively as so ascertained and fixed notwithstanding that such domestic water rate and public water rate form part of the burgh assessments. Provisions as to domestic water rate and public water rate.

41. Notwithstanding anything contained in this Part of this Order the provisions of the Water Order of 1924 in regard to exemptions or deductions from or non-liability for the domestic water rate and the public water rate or either of them shall continue to apply and have effect and the burgh assessments in such cases shall be modified accordingly. Deductions and exemptions from water rates.

42. Section 78 (Proceedings for recovery of water rates and charges) of the Water Order of 1924 and the First Schedule to that Order shall be read and construed as if all reference to domestic water rate and public water rate were omitted therefrom and the said section and schedule are hereby amended accordingly. Amendment of provisions as to recovery of rates &c.

A.D. 1936.

As to sections 111 and 112 of Order of 1932.

43. Notwithstanding anything contained in this Part of this Order—

(a) the expression “burgh assessments” contained in section 111 (Exemptions or abatements from burgh assessments) of the Order of 1932 and in the Fifth Schedule to the said Order shall continue to mean the burgh assessments other than so much thereof as relates to expenditure for and in connection with the water undertaking; and

(b) the expression “burgh assessments” contained in section 112 (Assessments not to be imposed on church halls &c.) of the Order of 1932 shall continue to mean the burgh assessments other than so much thereof as relates to that part of the expenditure for and in connection with the water undertaking which is met by the domestic water rate ascertained and fixed by the Corporation under the section of this Order the marginal note of which is “Provisions as to domestic water rate and public water rate.”

Application of exchequer grants.

44. Notwithstanding anything contained in this Part of this Order the sums received by the Corporation by way of general or additional exchequer grants in terms of the Local Government (Scotland) Act 1929 shall continue to be applied in the same way as they were applied immediately before the commencement of this Part of this Order.

Saving as to deeds agreements &c.

45. Nothing contained in this Part of this Order shall prejudicially affect the provisions of any deed agreement or other instrument existing at the commencement of this Part of this Order and a reference to the domestic water rate or the public water rate leviable by the Corporation in any such deed agreement or other instrument shall be deemed to be a reference to the domestic water rate or the public water rate as the case may be ascertained and fixed by the Corporation under the section of this Order the marginal note of which is “Provisions as to domestic water rate and public water rate.”

[26 GEO. 5. & *Edinburgh* [Ch. vi.]  
1 EDW. 8.] *Corporation Order Confirmation*  
*Act, 1936.*

46. The following provisions of the *Edinburgh Corporation Acts* are hereby repealed (that is to say):— A.D. 1936.  
Repeal.

(A) *Water Order of 1924*—

Section 62 (Corporation to impose assess and levy certain rates);

Section 65 (Public water rate How to be imposed);

Section 74 (Assessment rolls to be made up) in so far as regards the provisions applicable to head (a) of that section;

Section 75 (Deduction in case of partial occupancy);

Subsection (1) of section 76 (Penalty for non-payment of water rates and charges) and the words “(other than the rates referred to in subsection (1) of this section)” in subsection (2) of that section.

(B) *Order of 1932*—

The following words occurring in section 114 (Assessment of unlet or unoccupied property) “and the proportion of the public water rate payable by owners” and the following words occurring in proviso (4) of section 118 (Assessment rolls to be made up) “for the domestic water rate and the public water rate or”.

47. Subject to the provisions of this Part of this Order and notwithstanding the repeal of certain provisions of the *Water Order of 1924* effected by this Part of this Order— Saving from effect of repeal.

(a) All actions arbitrations submissions prosecutions and proceedings by with or against the Corporation by reason of any matter or thing done before the commencement of this Part of this Order in the execution of or in relation to any of the provisions so repealed may be continued commenced or prosecuted by or against the Corporation as if the Act confirming this Order had not been passed;

A.D. 1936.

- (b) All water rates rents charges and other sums at the commencement of this Part of this Order due to the Corporation in respect of the water undertaking may be collected and recovered by the Corporation as if the Act confirming this Order had not been passed.

## PART V.

## MISCELLANEOUS.

Recovery  
of burgh  
assessments.

48. Section 119 (Recovery of burgh assessments) of the Order of 1932 shall be amended by deleting the words "belonging to such person" occurring in subsection (1) of the said section and inserting in lieu thereof the words "belonging to or in the lawful possession of such person (other than goods or effects deposited in the ordinary course of business with such person for repair or storage)."

As to  
interest on  
money  
borrowed.

49.—(1) The interest and dividends for the time being payable in respect of all moneys borrowed by the Corporation shall be the first charge on the funds rates and revenues of the Corporation and the Tenth Schedule to the Order of 1932 shall be read and construed as if the words "that the said principal sum and the said interest so far as due and payable from time to time shall rank *pari passu* with all other sums borrowed and to be borrowed by the Corporation from time to time and with the interest of such other sums and declaring further" occurring in the said schedule were omitted therefrom.

(2) The provisions of this section shall not prejudice or affect any existing security created or granted by the Corporation before the commencement of this Order and chargeable upon the funds rates and revenues of the Corporation or any portion thereof.

Laying on  
of assess-  
ments.

50. Section 110 (Laying on of assessments) of the Order of 1932 shall be read and construed as if the words "on the eleventh day of November or on the next lawful day thereafter yearly" occurring in subsection (5) of the said section were omitted therefrom and the words "and on such date as the Corporation shall fix in each year" were inserted in the said subsection in lieu thereof.

51. Section 87 (Permission for minor operations or erections on or under streets) of the Order of 1926 shall be amended by adding at the end of subsection (2) of the said section the following (that is to say) :—

A.D. 1936.  
—  
Amendment  
of section 87  
of Order of  
1926.

“ The terms and conditions to be prescribed by the Corporation in terms of this subsection shall be deemed to entitle the Corporation in the case of any lands and heritages which abut upon more than one street to decide on such grounds as to them shall seem reasonable the street or streets in which any pavement crossing or crossings shall be formed or constructed but the Corporation shall not by any such decision prevent reasonable access being obtained to any such lands or heritages Provided that in the event of any difference arising as to whether the Corporation have prevented reasonable access being obtained to any lands or heritages under this subsection such difference may be determined by the sheriff summarily on the application of either party.”

52. Subject to any existing statutory provision the Corporation may from time to time by public roup or private bargain sell feu lease or otherwise dispose of any lands and premises vested in or acquired by them for the purposes of the Edinburgh Corporation Acts and not required for the purposes of the Corporation and that on such terms conditions reservations and restrictions as regards their use (not inconsistent with any condition restriction or obligation binding on the Corporation and their successors in title) as to the Corporation may seem fit:

Power to  
sell lands  
and  
premises.

Provided as follows :—

- (1) The Corporation shall not (unless the Secretary of State otherwise directs) sell feu lease or otherwise dispose of any of the lands to which this section applies except at the best price or on the best terms which can be obtained for the same but a purchaser or lessee shall not be concerned to inquire whether the direction of the Secretary of State is necessary or has been obtained :

A.D. 1936.

(2) The proceeds of any such sale shall only be applied to purposes to which capital is properly applicable including the redemption of debt.

Confirma-  
tion of  
agreement  
between  
governors  
of Heriot-  
Watt Col-  
lege and  
managers of  
Royal Pub-  
lic Dispen-  
sary of  
Edinburgh.

53. The agreement set forth in the Third Schedule to this Order made between the governors of Heriot-Watt College of the first part and the managers of the Royal Public Dispensary of Edinburgh of the second part is hereby confirmed and made binding on the parties thereto and notwithstanding anything contained in the royal warrant incorporating the said dispensary or the regulations relative to the management and government of its affairs the managers of the said dispensary are hereby indemnified in respect of their actings under and in terms of the said agreement.

Financial  
provisions.

54. The Corporation may from time to time borrow such sums of money as may be necessary for the purposes of this Order or any of them to which capital is properly applicable and for which borrowing powers have not been otherwise granted or provided for and the provisions of the Edinburgh Corporation Acts in respect of money borrowed and to be borrowed and the security therefor and the redemption thereof by means of a sinking fund and the provisions of section 333 (As to exercise of borrowing powers) of the Order of 1933 shall apply to money to be borrowed under the provisions of this section.

Crown  
rights.

55. Nothing in this Order shall affect prejudicially any estate right power privilege or exemption of the Crown or shall subject to the provisions of this Order any lands buildings or works vested in or occupied by the Crown or any department of His Majesty's Government except to such extent as His Majesty or such department may voluntarily agree.

Expenses  
of Order.

56. All costs charges and expenses of and incident to the preparing for obtaining and confirming this Order and otherwise in relation thereto shall be paid by the Corporation out of moneys borrowed or assessments imposed by the Corporation under the powers of the Edinburgh Corporation Acts and if paid out of borrowed money shall be repaid within five years from the commencement of this Order.



SCHEDULES referred to in the foregoing Order. A.D. 1936.

THE FIRST SCHEDULE.

(Referred to in the section of this Order of which the marginal note is "Confirmation of agreement between Corporation and James Linton and others.")

AGREEMENT between THE LORD PROVOST MAGISTRATES AND COUNCIL OF THE CITY OF EDINBURGH of the first part (hereinafter called "the First Parties") and JAMES LINTON farmer Cademuir Peebles Mrs. ELIZABETH CAMPBELL of LINTON Posso Manor Peebles and WILLIAM THORBURN BLACKWOOD writer to the signet Peebles the trustees acting under the trust disposition and settlement of Simon Linton dated thirty-first October and registered in the books of council and session seventh November both in the year nineteen hundred and twenty and the said Mrs. ELIZABETH CAMPBELL of LINTON Liferentrix under the said trust disposition and settlement of the second part (hereinafter called "the Second Parties").

STAMP.

Six  
shillings  
and three-  
pence

WHEREAS the First Parties are promoting a Provisional Order to vary the statutory provisions relating to the compensation water from the Talla reservoir and for other purposes :

And whereas the Second Parties are proprietors and Liferentrix respectively of the farm and lands of Menzion which are bounded on the north-east by the Talla Water :

And whereas the First Parties have agreed to make provision as hereinafter mentioned for the protection of the rights and interests of the Second Parties and the Second Parties have agreed to accept these provisions :

Therefore the parties hereto have agreed and hereby agree that unless otherwise arranged between them the following provisions shall apply and have effect in respect of the said farm and lands of Menzion (that is to say) :—

First Before discontinuing the discharge into the Talla Water of the compensation water which the First Parties are under obligation to discharge under or by virtue of the provisions of the

A.D. 1936. — Edinburgh and District Waterworks (Additional Supply) Act 1895 or reducing the quantity thereof the First Parties shall erect a fence separating the farms and lands of the Second Parties from the Talla Water. The said fence shall consist of posts and wires and shall be erected in the position or positions required by the Second Parties and to their satisfaction. The said fence after erection shall be maintained by the First Parties for all time at their own expense.

Second. Before discontinuing the discharge of compensation water into the Talla Water as aforesaid or reducing the quantity thereof the First Parties shall for the purpose of watering cattle sheep and other bestial in the property of the Second Parties adjoining the Talla Water provide for all time a full and constant supply of running water free of charge which shall be conveyed in a cast iron pipe of proper dimensions at such depth as to avoid the risk of the water being frozen or pipe damaged with branches to such number of drinking troughs (not exceeding six) in the lands of the Second Parties as may be adjusted between the Corporation and the Second Parties in such positions as may be required by the Second Parties. Such troughs which shall be constructed and provided by the First Parties shall be not more than one hundred lineal feet from the fence provided for in article First and shall be of such size as shall be required by the Second Parties. There shall also be provided by the First Parties a tiled drain from each of the said troughs for the purpose of carrying away the overflow of water from the said troughs. The said pipe and branches and the said troughs and tiled drain shall be maintained at all times by the First Parties. The First Parties shall also provide for all time free of charge a supply of water for any houses that may be erected by the Second Parties or their successors in the said lands by branch pipes to the said houses from the said cast iron pipe provided that the First Parties shall not be bound to provide a supply of water under this Agreement to any houses erected by the Second Parties or their successors in the said lands at such a height that they cannot be supplied with water by gravitation from the Talla aqueduct. The First Parties shall at their own expense lay not more than ten branch pipes for the purpose of providing water to houses erected by the Second Parties or their foresaids for a distance not exceeding in any case one hundred feet from the said cast iron pipe. The water to be provided for house purposes shall not be required to exceed ten thousand gallons per day. The Second Parties shall give all facilities or wayleaves necessary for laying inspecting repairing and renewing the pipes supplying water and that free of expense to the First Parties other than payment of surface damages caused through the said operations or any of them.

Third. The First Parties shall not be liable for any loss or damage arising from or in consequence of any interruption of the

supply of water to the said drinking troughs due to accident or frost or to any other cause not within the control of the First Parties but the First Parties shall as soon as reasonably practicable take steps to restore the supply of water which may be interrupted from any such cause.

A.D. 1936.  
—

Fourth The First Parties shall purchase from the Second Parties their share of the land that may remain between the fence to be erected in terms of article First and the fence proposed to be erected on the lands of Hearthstones at such price as may be agreed upon between the parties or failing agreement fixed by arbitration and the First Parties shall in the conveyance of the said land bind themselves to keep the same free from rubbish of all kinds and free from rank growth of any kind so as to affect the amenity of the neighbourhood or be detrimental to the Second Parties' lands or stock.

Fifth If and when required by the Second Parties for the purpose of the discharge of the effluent from the drainage of houses belonging to the First Parties or houses that may be erected by the Second Parties or their successors on the said lands adjoining the Talla Water the First Parties shall provide a pipe of sufficient size into which such effluent may be discharged which pipe shall be laid in the bed of the Talla Water or between the fences proposed to be erected as aforesaid and carried to the river Tweed and the Second Parties shall be entitled to a connection or connections to the said pipe for the said purpose to the houses to be erected by them. Such pipe and connections shall be provided at the expense of the First Parties and shall be maintained by them for all time.

Sixth The First Parties agree to pay to the Second Parties the sum of two hundred and fifty pounds which along with the provisions of this agreement is hereby accepted by them as in full of any claim for compensation or otherwise competent to them in respect of the reduction or discontinuing of the discharge of compensation water into the Talla Water as aforesaid.

Seventh The First Parties shall pay the expense reasonably incurred by the Second Parties in connection with the adjustment of this agreement.

Eighth In the event of the First Parties and the Second Parties failing to agree in regard to any of the matters hereinbefore mentioned such matters shall be referred to and determined by an arbiter to be appointed failing agreement by the sheriff of the Lothians and Peebles on the application of any of the parties.

Ninth This agreement which shall be scheduled to and confirmed by the Provisional Order hereinbefore referred to is subject to such alterations as the Secretary of State or Parliament may make thereon and should any alteration be made thereon

A.D. 1936. which may in the opinion of the dean of the faculty of advocates  
— for the time being be material thereto either of the parties may  
withdraw therefrom.

Lastly The parties hereto consent to registration hereof for  
preservation and execution In witness whereof these presents  
consisting of this and the three preceding pages are executed in  
duplicate as follows They are subscribed by the said Elizabeth  
Campbell or Linton as trustee foresaid and as an individual and  
by the said William Thorburn Blackwood as trustee foresaid both  
at Peebles on the twenty-eighth day of February nineteen hundred  
and thirty-five before these witnesses Robert Weir Goodburn  
law clerk and George Hunter Wilson law apprentice both of  
Number Thirty-nine High Street Peebles by the said James  
Linton as trustee foresaid also at Peebles on the second day of  
March in the year last mentioned before these witnesses the said  
Robert Weir Goodburn and George Hunter Wilson and in accord-  
ance with the provisions of section twenty-six of the Edinburgh  
Corporation Order 1933 by George Dods Brown city treasurer  
and a councillor and by David Robertson town clerk both of  
Edinburgh in name and by authority of the said lord provost  
magistrates and remanent members of council present in council  
at Edinburgh on the seventh day of March nineteen hundred and  
thirty-five before these witnesses Francis Alexander Sibbald and  
Robert Fraser Forsyth both clerks to the said David Robertson.

F. A. SIBBALD

Witness.

GEO. D. BROWN

City Treasurer.

ROBERT F. FORSYTH

Witness.

D. ROBERTSON

Town Clerk.

ROBERT W. GOODBURN

Witness.

JAMES LINTON.

G. HUNTER WILSON

Witness.

ELIZABETH LINTON.

ROBERT W. GOODBURN

Witness.

WILLIAM T. BLACKWOOD.

G. HUNTER WILSON

Witness.

ROBERT W. GOODBURN

Witness.

ELIZABETH LINTON.

G. HUNTER WILSON

Witness.

THE SECOND SCHEDULE.

A.D. 1936.

(Referred to in the section of this Order of which the marginal note is "Owners may be required to sell parts only of certain lands and buildings.")

PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN  
 WITHOUT TAKING THE WHOLE.

City and parish.	Numbers on deposited plans.
City parish of Edinburgh city and county of the city of Edinburgh and county of Midlothian.	3 3 3 4 4 4

THE THIRD SCHEDULE.

(Referred to in the section of this Order of which the marginal note is "Confirmation of agreement between governors of Heriot-Watt College and managers of Royal Public Dispensary of Edinburgh.")

MINUTE OF AGREEMENT between THE GOVERNORS OF HERIOT-WATT COLLEGE (hereinafter referred to as "the Governors") of the first part and THE MANAGERS OF THE ROYAL PUBLIC DISPENSARY OF EDINBURGH (hereinafter referred to as "the Managers") of the second part.

WHEREAS the Heriot-Watt College Edinburgh is a recognised central institution in terms of section thirty-four of the Education (Scotland) Act 1908 and the Governors are empowered and required under the provisions of the Heriot-Watt College and George Heriot's Trust Order 1927 to provide technical trade commercial and general education for students of both sexes;

And whereas the Royal Public Dispensary of Edinburgh incorporated by Royal Warrant dated the thirtieth day of January eighteen hundred and eighteen as altered by Supplementary Royal Charter dated the seventh day of April nineteen hundred and twenty-seven (hereinafter in these presents referred to as "the dispensary") was formed with the view of affording

A.D. 1936. — gratuitous advice and medicines to the indigent inhabitants of the city and county of Edinburgh when subject to disease;

And whereas it is provided by the said Royal Warrant that the affairs of the dispensary shall be governed and directed by Managers appointed and holding office in terms of the Royal Warrant and that the Managers shall have power to make and constitute byelaws ordinances and regulations relative to the management and government of the affairs of the Dispensary and to nominate and choose such officers or clerks as they may think necessary;

And whereas the regulations of the Dispensary provide for the giving of instruction to students in pharmacy by the apothecary of the Dispensary;

And whereas as the result of such instruction of students the Managers have accumulated certain capital funds and acquired certain equipment;

And whereas the Governors carry on in the Heriot-Watt College classes for instruction of students in pharmacy;

And whereas in order to avoid overlapping and duplication in connection with and to extend the instruction to students in pharmacy it has been agreed between the parties hereto on the terms underwritten that such instruction shall cease to be part of the function of the Managers and shall be provided and undertaken by the Governors;

And whereas it is not within the powers of the Managers to part with the control and administration of any of their accumulated capital funds and equipment and it is desired to obtain sanction to their doing so;

Therefore the parties hereto have agreed and do hereby agree as follows videlicet :—

First From and after the commencement of this agreement the Managers shall cease to provide instruction to students in pharmacy whether by means of their apothecary or otherwise and the instruction of students in pharmacy shall cease to be part of the functions of the Managers or of the apothecary or other officer employed by them.

Second From and after the commencement of this agreement the Governors shall continue to provide instruction to students in pharmacy by the teaching staff appointed by the Governors either in the Heriot-Watt College Edinburgh or in some other place approved for the purpose by the Governors.

Third The Governors shall as at the commencement of this agreement appoint Mr Eric Knott the present lecturer in pharmacy and apothecary of the Managers as a full time lecturer in pharmacy on the teaching staff of the said Heriot-Watt College on the appropriate scale for lecturers at a minimum salary of five hundred

pounds per annum subject always to any deductions from salary at present prevailing or which may hereafter be made under regulations applying to the Heriot-Watt College He shall subject to the provisions of article Fourth hereof devote his whole time to his duties.

A.D. 1936.

Fourth The Governors shall grant permission to the said Eric Knott to act as apothecary to the said Dispensary on such days and at such hours as in their opinion will not interfere with the satisfactory discharge of his duties as a full-time member of the said Heriot-Watt College teaching staff eligible for superannuation under the Education (Scotland) Superannuation Scheme for Teachers The said permission to be granted by the Governors shall be for one year only as from the commencement of this agreement but the Governors may renew such permission on the expiration of the said year for a further period of one year and so forth yearly thereafter during their pleasure The arrangements proposed by the Managers with regard to the attendance of Mr. Knott at the Dispensary shall be intimated to the Governors annually and the Governors may withhold the foresaid permission in the event of such arrangements not being or not being adjusted to their satisfaction.

Fifth The terms and conditions under which the said Eric Knott shall continue to act as apothecary to the said Managers shall be such as may be agreed between the Managers and the said Eric Knott In the event of his appointment as apothecary being terminated either by the Managers or by his resignation the Governors shall be under no obligation to him other than in his capacity as lecturer.

Sixth In consideration of the foregoing prestations the Managers bind and oblige themselves to pay to the Governors the sum of one thousand pounds sterling within one month from the commencement of this agreement and in addition the Managers shall transfer to the Governors such equipment and apparatus as shall be of service to the Governors in connection with the teaching of pharmacy and as shall be agreed upon between the Governors and the Managers.

Seventh Each party shall subject to article Eleventh hereof bear their own expenses connected with this agreement and the carrying of the same into effect The stamp duty shall be borne equally.

Eighth Should any question or difference arise as to the true intent and meaning of these presents or as to the construction thereof or the carrying out of the same such question or difference shall be settled by an arbiter to be mutually agreed on or failing agreement to be appointed on the application of either party by the sheriff of the Lothians and Peebles.

A.D. 1936.  
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Ninth Both parties agree to approach the Corporation of Edinburgh (being the education authority for the City of Edinburgh) with a view to this Agreement being scheduled to and confirmed by the Provisional Order which the said Corporation are about to promote and to have included in the said Provisional Order any provisions which may be necessary for effectually carrying out this Agreement.

Tenth This Agreement is conditional upon its confirmation by Parliament and is subject to such alteration as the Secretary of State or Parliament may make thereon and should any such alteration be made thereon as may in the opinion of the dean of the faculty of advocates for the time being be material thereto either of the parties may withdraw therefrom.

Eleventh The Governors shall wholly relieve the Managers of the expenses if any of obtaining such confirmation by Parliament.

Twelfth This Agreement shall come into operation on the first day of September nineteen hundred and thirty-five if then confirmed by Parliament or on the first day of the month occurring not less than one month after such confirmation which date is herein referred to as "the commencement of this Agreement."

Lastly Both parties consent to registration hereof for preservation and execution In witness whereof these presents consisting of this and the three preceding pages are executed in duplicate by the parties hereto as follows videlicet They are sealed with the common seal of the said Governors and subscribed for and on their behalf in accordance with section 57 of the Heriot-Watt College and George Heriot's Trust Order 1927 by Robert Wilson and James Gorman two of the said Governors and by Alexander Moore Buyers Cullen clerk to the said Governors as follows by the said Robert Wilson and James Gorman both at Edinburgh on the eighth day of March nineteen hundred and thirty-five before these witnesses James Gray Davidson assistant city chamberlain Edinburgh and James Cameron Smail Principal of the said Heriot-Watt College and by the said Alexander Moore Buyers Cullen at Edinburgh on the fifteenth day of said month and year last above mentioned before these witnesses Sarah Lindsay Campbell clerk-typist five South Oxford Street Edinburgh and John Young White clerk fifty-five Arden Street Edinburgh and they are sealed with the common seal of the said Royal Public Dispensary of Edinburgh and subscribed for and on behalf of said Managers in accordance with the said Supplementary Royal Charter by James Hay Thin and James Hood Wilson two of the said Managers and by Messieurs C. E. W. Macpherson and Morrison chartered accountants secretaries to the said Managers all at Edinburgh on the twenty-second day of said month and year last above mentioned as follows by the said James Hay Thin before these witnesses Ernest Wilson Miller manager and James



[26 GEO. 5. & *Edinburgh* [Ch. vi.]  
1 EDW. 8.] *Corporation Order Confirmation*  
*Act, 1936.*

Morris cashier both to Messieurs Oliver and Boyd publishers A.D. 1936.  
Edinburgh by the said James Hood Wilson before these witnesses  
Robert John Ferguson Duff (subscribing Robert Duff) cashier  
and Elizabeth Barry Fairweather Gordon clerks both at sixty  
South Bridge Edinburgh and by the said Messieurs C. E. W.  
Macpherson and Morrison (the firm name being adhibited by  
Robert Arthur Morrison one of the partners thereof) before these  
witnesses James Bennett Urmson apprentice chartered accountant  
and Mary M'Intosh clerks both of six North Saint David Street  
Edinburgh.

JAMES G. DAVIDSON

Witness.

ROBERT WILSON.

J. CAMERON SMAIL

Witness.

JAMES G. DAVIDSON

Witness.

JAMES GORMAN.

J. CAMERON SMAIL

Witness.

SARAH L. CAMPBELL

Witness.

ALEX. M. B. CULLEN.

J. Y. WHITE

Witness.

ERNEST W. MILLER

Witness.

JAMES HAY THIN.

JAMES MORRIS

Witness.

ROBERT DUFF

Witness.

J. H. WILSON.

ELIZABETH B. F. GORDON

Witness.

J. B. URMSO

Witness.

C. E. W. MACPHERSON

MARY MCINTOSH

Witness.

& MORRISON.

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