



CHAPTER cxxxvi.

An Act to authorise the Commissioners of the Glasgow Corporation Waterworks to obtain an additional supply of Water; to construct additional Waterworks and other works; and for other purposes. A.D. 1885.
[31st July 1885.]

WHEREAS by the Glasgow Corporation Waterworks Act, 1855, (herein-after called the Act of 1855) the magistrates and council of the city of Glasgow (herein-after called "the Commissioners") were appointed Commissioners for carrying into effect the purposes of the said Act, and were authorised to purchase and acquire the Glasgow Waterworks and the Gorbals Gravitation Waterworks, and to introduce an additional supply of water from Loch Katrine, and to supply with water the said city and suburbs and districts and places adjacent:

And whereas the Commissioners purchased and acquired the undertakings of the Glasgow Waterworks Company and the Gorbals Gravitation Water Company; and the whole waterworks, property, rights, and privileges of the said companies were transferred to and vested in the Commissioners:

And whereas further powers were granted to the Commissioners by the Glasgow Corporation Waterworks Amendment Act, 1859, (herein-after called the Act of 1859), the Glasgow Corporation Waterworks Amendment Act, 1860, the Glasgow Corporation Waterworks Amendment Act, 1865 (herein-after called the Act of 1865), the Glasgow Corporation Waterworks Amendment Act, 1866, the Glasgow Corporation Waterworks Amendment Act, 1873, the Glasgow Corporation Waterworks Amendment Act, 1877 (herein-after called the Act of 1877), the General Police and Improvement (Scotland) Act, 1862, Order Confirmation (Glasgow) Act, 1877, the Glasgow Corporation Waterworks Amendment Act, 1879, and the Glasgow Corporation Waterworks Amendment Act, 1882 (and those Acts and the Act of 1855 are in this Act called the recited Acts):

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And whereas the waterworks authorised by the Act of 1855 were executed and completed by the Commissioners, and have for many years past been in successful operation, to the benefit and advantage of the inhabitants of the said city and suburbs and districts and places adjacent :

And whereas for the purpose of obtaining an increased supply of water, and of more effectually securing an uninterrupted supply of water to the said city and suburbs and districts and places adjacent, it is expedient that the Commissioners should be authorised to construct and maintain the several works herein-after described :

And whereas for the purposes aforesaid, and for the general purposes of their undertaking, it is expedient that the Commissioners should be authorised to raise further money, and that their borrowing powers should be enlarged :

And whereas it is expedient that further powers should be granted to the Commissioners, as in this Act provided :

And whereas plans of the works authorised by this Act, and of the lands which the Commissioners may acquire under this Act, and sections of the said works, and a book of reference to such plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the lands to be taken or interfered with for the purposes thereof, have been deposited with the principal sheriff clerk of the counties of Stirling, Perth and Lanark respectively, which plans, sections, and book of reference are in this Act respectively referred to as the deposited plans, sections and book of reference :

And whereas the objects of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted, and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the authority of the same, as follows :—

Short title.

1. This Act may be cited for all purposes as the *Glasgow Corporation Waterworks Act, 1885.*

Incorporation of Acts.

2. The *Lands Clauses Consolidation (Scotland) Act, 1845*, and the *Lands Clauses Consolidation Acts Amendment Act, 1860*, the *Waterworks Clauses Acts, 1847* and *1863* (except the provisions of the *Waterworks Clauses Act, 1847*, with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit contained in sections 75 to 83, both inclusive), and the sections and provisions of the *Railways Clauses Consolidation (Scotland) Act, 1845*, with respect to roads and to

the temporary occupation of lands near the railway during the construction thereof, are (except where expressly varied or otherwise provided for by this Act) incorporated with and form part of this Act.

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3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction; the expressions "the promoters of the undertaking," "the Commissioners," and "the Company," shall mean the Commissioners; the expression "the railway" shall mean the respective dams or embankments by this Act authorised, and the expression "the undertaking" shall mean the undertaking by this Act authorised; the expression "the sheriff" when used in this Act shall mean the sheriff of the counties of Stirling, Perth, or Lanark as the case may be, or (except where otherwise expressly provided) any one of his substitutes.

Interpretation.

4. Subject to the provisions and for the purposes of this Act the Commissioners may enter upon, take, and use all or any of the lands defined on the deposited plans, and described in the deposited book of reference.

Power to acquire lands for water-works.

5. Subject to the provisions of this Act, the Commissioners may make, construct, lay down, and maintain in the situation and lines, and according to the levels shown on the deposited plans and sections relating thereto, and in and upon the lands described upon such plans the several works herein-after described (that is to say):—

Power to construct works.

(1) A dam or embankment for the purpose of enlarging Loch Katrine and raising the level of the water in that loch, to be situate at or near the outlet at the south-eastern end of Loch Katrine, commencing in the parish of Aberfoil, in the county of Perth, at a point on the western side of the outlet 8 yards or thereby, measuring in a south-westwardly direction from the western end of the existing dam across that outlet, continuing thence across the said outlet in an eastwardly and north-eastwardly direction, and terminating in the parish of Callander, in the county of Perth, at a point 90 yards or thereby (measuring on a straight line), in a north-eastwardly direction from the point herein-before described as the point of the commencement of the said dam or embankment;

(2) The following diversions and alterations of the public road leading from Callander along the northern shore of Loch Katrine:—

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- (A B) A diversion commencing in the said road at a point 360 yards or thereby (measuring along the road) westward from the Strone Burn at its entrance into the loch, and terminating by a junction with the road at a point 1,070 yards or thereby (measuring along the road) eastward from the said Strone Burn ;
- (C D) A diversion commencing in the road at a point 490 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the said diversion (A B), and terminating by a junction with the road at a point 95 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the commencement of this diversion (C D) ;
- (E F) An alteration of levels and raising of the road commencing in the road at a point 140 yards or thereby eastward from the point herein-before described as the point of the termination of the last-mentioned diversion (C D), and terminating in the road at a point 33 yards or thereby eastward of the said point of the commencement of this alteration (E F) ;
- (G H) A diversion commencing in the road at a point 440 yards or thereby (measuring on a straight line) westward from Brennachoil Shooting Lodge, and terminating by a junction with the road at a point 385 yards or thereby (measuring on a straight line) eastward from the said lodge ;
- (I J) An alteration of levels and raising of the road, commencing in the road at a point 470 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the last-mentioned diversion (G H), and terminating in the road at a point 333 yards or thereby (measuring along the road), eastward from the said point of the commencement of this alteration (I J) ;
- (J K) A diversion commencing in the road at or near the termination of the said last-mentioned alteration of levels (I J), and terminating by a junction with the road at a point 133 yards or thereby (measuring along the road) eastward from the commencement of this diversion (J K) ;
- (K L) An alteration of levels and raising of the road, commencing in the road at or near the point herein-before described as the point of the termination of the last-

mentioned diversion (J K), and terminating in the road at a point 100 yards or thereby (measuring along the road) eastward from the commencement of this alteration of levels (K L);

(M N) An alteration of levels and raising of the road, commencing in the road at a point 165 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the last-mentioned alteration of levels (K L), and terminating in the road at a point 100 yards or thereby (measuring along the road) eastward from the commencement of this alteration of levels (M N);

(O P) An alteration of levels and raising of the road, commencing in the road at a point 900 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the last-mentioned alteration of levels (M N), and terminating in the road at a point 790 yards or thereby (measuring along the road) eastward from the commencement of this alteration of levels (O P);

(Q R) An alteration of levels and raising of the road, commencing in the road at a point 240 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the last-mentioned alteration of levels (O P), and terminating in the road at a point 370 yards or thereby (measuring along the road), eastward from the commencement of this alteration of levels (Q R);

(S T) An alteration of levels and raising of the road, commencing in the road at a point 196 yards or thereby (measuring along the road) eastward from the point herein-before described as the point of the termination of the last-mentioned alteration of levels (Q R), and terminating in the road at a point 23 yards or thereby eastward from the Boat House, near the Steamboat Pier, at the north-east end of the loch;

All which said road works (A B) (C D) (E F) (G H) (I J) (J K) (K L) (M N) (O P) (Q R) and (S T) will be wholly situate in the parish of Callander in the county of Perth;

(3) A dam or embankment for the purpose of enlarging Loch Arklet and raising the level of the water in that loch, to be situated across the river or stream known as the Arklet Water, at the distance of 750 yards or thereby westward of the present

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outlet of Loch Arklet, such dam or embankment commencing at a point on the road leading from Stronachlachar to Inversnaid, 407 yards or thereby (measuring along that road in a westwardly direction) from the point in that road where that road crosses Corriearklet Burn, continuing thence (crossing the Arklet Water) in a southwardly direction for a distance of 615 yards or thereby and terminating there at a point 787 yards or thereby (measuring in a westwardly direction) from the farmhouse of Corriehichon ;

- (4) A discharge culvert commencing in the Arklet Water at a point 150 yards or thereby (measuring on a straight line in a north-eastwardly direction) from the point herein-before described as the point of the termination of the last-mentioned dam or embankment passing round the south end of that dam or embankment, and terminating in the Arklet Water at a point 160 yards or thereby (measuring on a straight line in a north-westwardly direction) from the point herein-before described as the point of the termination of the said last-mentioned dam or embankment ;

The said dam or embankment (3) and the said discharge culvert (4) will be wholly situate in the parish of Buchanan in the county of Stirling ;

- (5) A conduit or line of pipes commencing in the parish of Buchanan, in the county of Stirling, from and out of the eastern end of Loch Arklet, at a point 310 yards or thereby (measuring on a straight line in a south-eastwardly direction) from the house called Bruach, on the road from Stronachlachar to Inversnaid, and terminating in the parish of Aberfoil, in the county of Perth, in the south-eastern end of Loch Katrine, 420 yards or thereby (measuring on a straight line in a north-westwardly direction) from the western end of the existing dam across the outlet of Loch Katrine ;

- (6.) An aqueduct from and out of Loch Katrine, commencing in the parish of Aberfoil, in the county of Perth, at a point in Loch Katrine, 22 yards or thereby westward of the inlet to the existing aqueduct of the Commissioners, from Loch Katrine to Glasgow, and terminating in the parish of Strathblane, in the county of Stirling, by a junction with the aqueduct authorised by and fourthly described in the Glasgow Corporation Waterworks Amendment Act, 1882, at a point 22 yards or thereby eastward of the termination of the existing aqueduct of the Commissioners at the north end of the Mugdock Reservoir ;

- (7) A branch aqueduct to be wholly situate in the parish of Strathblane, in the county of Stirling, commencing by a junction with the intended aqueduct last herein-before described at the point herein-before described as the point of the termination of that aqueduct, and terminating in the north end of the said Mugdock Reservoir;
- (8) An aqueduct or line of pipes commencing in the parish of New Kilpatrick, in the county of Stirling, from and out of the reservoir authorised by and thirdly described in the Glasgow Corporation Waterworks Amendment Act, 1882, at a point 210 yards or thereby (measuring on a straight line in an eastwardly direction) from the Commissioners' Cottage at or near the south-eastern end of the said Mugdock Reservoir, and terminating in the parish of Springburn or city parish of Glasgow, in the county of Lanark, by a junction with the existing mains of the Commissioners at or near the junction of the New Keppoch Hill Road with the Springburn Road;
- (9) An aqueduct or line of pipes commencing in the parish of New Kilpatrick, in the county of Stirling, from and out of the reservoir authorised by and thirdly described in the Glasgow Corporation Waterworks Amendment Act, 1882, at a point 210 yards or thereby (measuring on a straight line in an eastwardly direction) from the Commissioners' Cottage at or near the south-eastern end of the said Mugdock Reservoir, and terminating in the parish of Maryhill or city parish of Glasgow and royal burgh of Glasgow, in the county of Lanark, by a junction with the existing mains of the Commissioners at or near the junction of Saracen Street with New Keppoch Hill Road;
- (10) A road wholly situate in the parish of Drymen, in the county of Stirling, commencing at a point in the public road leading from Glasgow to Aberfoil 450 yards or thereby (measuring on a straight line in a southwardly direction) from the farmhouse called Garrauld, and terminating at a point on the existing aqueduct of the Commissioners 1,010 yards or thereby (measuring on a straight line in an eastwardly direction) from the farmhouse called Hoish; and
- (11) A road wholly situate in the parish of New Kilpatrick, in the county of Stirling, passing along the eastern side of the said Mugdock Reservoir, and commencing from and out of the road which crosses the northern end of that reservoir, at a point in that road at or near the eastern side of that reservoir,

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and terminating by a junction with the road passing along the south-eastern side of that reservoir at or near the eastern corner of that reservoir.

They may, in connexion with the several works in this section mentioned, or any of them, make, erect, lay down and maintain all or any of the following, among other, works (namely) :—

All such embankments, dams, bye-washes, bridges, roads, approaches, ways, wells, tanks, basins, gauges, filter-beds, stand-pipes, sluices, waste-weirs, outlets, outfalls, adits, shafts, catchwaters, tunnels, aqueducts, culverts, cuts, channels, conduits, drains, mains, pipes, junctions, valves, telegraphs, telephones, and other means of electric communications, engines, constructions, apparatus, works, appliances and conveniences as they think expedient for collecting, impounding, filtering, and distributing water, or for inspecting, maintaining, cleansing, repairing, conducting, managing and using the before-mentioned works or any of them ;

Provided that the telegraphs, telephones, and other means of electric communications referred to in this section shall be confined to the works authorised by this Act, and shall not be used in contravention of the exclusive privilege of the Postmaster-General.

Limits of lateral deviation.

Limits of vertical deviation.

6. In the construction of the works by this Act authorised, the Commissioners may deviate laterally from the lines thereof, as shown on the deposited plans, to the extent of the limits of lateral deviation marked thereon, and vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and five feet downwards: Provided that the Commissioners shall not, in the exercise of the powers of lateral deviation hereby given, raise the dams or embankments numbered (1) and (3) in the section of this Act, the marginal note of which is "Power to construct works," to a greater height above the general surface of the ground than the height shown on the deposited sections, in the case of the respective dam or embankment, and two feet in addition.

Works affecting the Forth and Clyde Navigation.

7. Whereas it is intended that the aqueduct or line of pipes herein-before described in the eighth place shall be carried under the Forth and Clyde Navigation now vested in and belonging to the Caledonian Railway Company (herein-after called "the Caledonian Company") at a point near Lochfauld, in the parish of Maryhill, or barony parish of Glasgow, and that the aqueduct or line of pipes herein-before described in the ninth place shall be carried under the said navigation at a point near Lambhill Bridge in the same parish; therefore the following provisions are hereby enacted for the protection of the Caledonian Company, that is to say :—

- (1) The Commissioners before entering upon or interfering with the said navigation, or with any houses, lands, or works belonging to the Caledonian Company, or opening up the ground within a distance of 60 feet on either side of the said navigation at either of the said points of crossing, shall submit plans showing the manner in which their works are to be carried below the said navigation, and the houses, lands and works of the Caledonian Company, to be approved of previously to the commencement of their operations by the engineer of the Caledonian Company, and the said operations shall be executed at the sight and to the reasonable satisfaction of the said engineer ;
- (2) The said operations shall be carried on and completed, and the said works shall be maintained by the Commissioners in all time coming in a state of perfect repair, free from all leakage, at the sole risk of the Commissioners, who shall be liable for all damages occasioned to the said navigation, and houses, lands and works connected therewith, or to the traders on the said navigation, or to the adjoining country, by or in consequence of their operations or failure to maintain the said works as aforesaid whensoever such damages may occur ;
- (3) If in consequence of the said operations or of any failure in the works of the Commissioners, boats, barges, or other vessels shall be prevented from navigating or using the said navigation as freely and uninterruptedly as at present, then the Commissioners shall pay to the Caledonian Company the actual damage thereby occasioned, the amount of such damage to be ascertained by some competent person, to be appointed by the sheriff on the application of the Caledonian Company or of the Commissioners ;
- (4) Nothing in this Act contained shall alter, prejudice, affect, or take away any of the rights, powers, privileges, or authorities vested in the Caledonian Company or shall authorise or empower the Commissioners to alter the line or level of the said navigation, or to reduce the breadth or depth thereof, or in any manner to obstruct or impede the use of the same or any part thereof, and it shall not be lawful for the Commissioners, without the consent in writing of the Caledonian Company, to leave less than a clear depth of 24 feet from the top water level of the said navigation to the bed of the line of pipes under the same at either of the said points of crossing: Provided, nevertheless, that nothing herein contained shall prevent the Commissioners from carrying into execution the

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Operations to be at Commissioners' risk.

Damages to be paid if navigation is interrupted.

Rights of Caledonian Company not to be affected.

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powers of this Act, but always with reference to the safety of the said navigation and works connected therewith.

Works
affecting
Caledonian
Company's
authorised
railway.

8. And whereas it is also intended that the said aqueducts or lines of pipes herein-before described in the eighth and ninth places shall be carried under the authorised railway, called in the Caledonian Railway (Additional Powers) Act, 1876, Railway No. 1, at two separate points in the parish of Maryhill, or barony parish of Glasgow, and it is expedient that the following provisions with reference to the construction of those aqueducts or lines of pipes and of the railway at those points, should be made and have effect and be binding on the Commissioners and on the Caledonian Company: Therefore within three weeks at least before commencing to construct the said railway at the points before mentioned, the Caledonian Company shall furnish plans, sections, and working drawings of their proposed works at those points to the Commissioners, and within three weeks after the Caledonian Company have so furnished those plans, sections, and working drawings to the Commissioners, the Commissioners shall furnish to the Caledonian Company plans, sections, and working drawings of the said aqueducts or lines of pipes at those points respectively, and the works of the Caledonian Company and the works of the Commissioners shall be constructed according to plans, sections, and working drawings to be agreed upon by the engineer for the time being of the Caledonian Company and the engineer for the time being of the Commissioners, and, failing agreement between those engineers, by an engineer to be appointed by the sheriff on the application of either party, and if the Caledonian Company shall incur any extra expense by reason of the construction of either of the said aqueducts or lines of pipes, the Commissioners shall make full compensation to the Caledonian Company for any such extra expense, and the amount thereof shall be ascertained in the same manner as is herein-before provided with respect to damages for impeding the passage along the Forth and Clyde Navigation.

For the
protection of
the North
British Rail-
way, &c.

9. For the protection of the North British Railway (which expression as used in this section does not include the Sighthill Branch, but means and includes every other railway belonging or leased to, or worked by the North British Railway Company, and all works in connexion therewith respectively) the following provisions shall have effect:—

- (1) Every aqueduct by this Act authorised, which is intended to cross the North British Railway, shall be of such design and materials as shall be approved of by the engineer for the time being of the North British Railway Company, and shall be con-

structed and completed according to working plans, sections, and specifications to be submitted to, and to be approved of by the said engineer, previously to the commencement of the works affecting the property of the said company ;

- (2) Every such aqueduct shall be constructed and for ever maintained by and at the expense of the Commissioners, but under the superintendence and to the reasonable satisfaction in all respects of the said engineer, and every such aqueduct shall also be used, and all operations connected therewith shall be conducted in such manner as not to injure or endanger the stability of the North British Railway, or to cause any interruption, impediment, or inconvenience to the traffic on the North British Railway ;
- (3) If and whenever in the execution, maintenance, or use of any such aqueduct or any works of the Commissioners in connexion therewith, any injury be caused to the works of the North British Railway Company, the Commissioners shall pay all damages arising from or consequent on such injury ;
- (4) The word "aqueduct," as used in this section, means any aqueduct, line of pipes, or conduit, by this Act authorised ;
- (5) In the event of any difference arising between the Commissioners and the North British Railway Company or their respective engineers in respect to any of the matters or things provided for by this section the same shall be submitted and referred to an arbitrator, to be appointed by the sheriff of Lanarkshire on the application of either party, and the award of such arbitrator shall be final and binding on both parties.

10. The Commissioners may take by agreement, and all persons empowered by the Lands Clauses Consolidation (Scotland) Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Commissioners any easement or servitude, right or privilege, not being an easement of water, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges or feu duties, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements or servitudes, rights and privileges as aforesaid respectively.

Power to take easements, &c., by agreement.

11. The Commissioners may, in addition to the lands authorised to be taken or acquired as aforesaid, purchase by agreement any land, not exceeding twenty acres, for the purposes of this Act.

Purchase of additional land.

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Restriction
on displacing
persons of
labouring
class.

12. (1) The Commissioners shall not under the powers of this Act purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1867 ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(A) They shall have obtained the approval of Her Majesty's Secretary of State for the Home Department (herein-after in this section referred to as the Secretary of State) to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Secretary of State shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Secretary of State for the carrying out of the scheme.

(2) The approval of the Secretary of State to any scheme under this section may be given either absolutely or conditionally and after the Secretary of State has approved of any such scheme he may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Secretary of State may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4) Any conditions subject to which the Secretary of State may have approved of any scheme or of any modifications of any scheme under this section or subject to which he may have dispensed with the above-mentioned requirement shall be enforceable by an order of the Court of Session to be obtained by the Secretary of State.

(5) If the Commissioners acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the

scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary of State by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

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Provided that the Court may if it think fit reduce such penalty.

(6) Subject to the provisions of this section the Commissioners and the Secretary of State and any person appointed by him to hold inquiry shall have and may exercise for any purpose in connexion with any scheme under this section all or any of the powers vested in them under the Public Health (Scotland) Act 1867 in the same manner in every respect as if the preparation and carrying into effect of such scheme were one of the general purposes of that Act :

Provided that all lands on which any buildings have been erected or provided by the Commissioners in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be indorsed with notice of this enactment :

Provided also that the Secretary of State may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he may see fit.

(7) The Commissioners shall pay to the Secretary of State a sum to be fixed by him in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the person holding the inquiry and a sum to be fixed by him not exceeding three guineas a day for the services of the person so appointed.

(8) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

13. Subject to the provisions of this Act, the works to be constructed under the authority of this Act shall for all purposes whatsoever be deemed part of the waterworks of the Commissioners.

New works
to form part
of Commis-
sioners'
waterworks.

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Correction
of errors in
deposited
plans and
book of
reference.

14. If there be any omission, mis-statement, or wrong description of any lands, or of the owners, lessees, or occupiers of any lands, shown on the deposited plans or specified in the deposited book of reference, the Commissioners, after giving ten days' notice to the owners, lessees, and occupiers of the lands in question, may apply to the sheriff of the county in which such lands are situate for the correction thereof, and if it appear to the sheriff that the omission, mis-statement, or wrong description arose from mistake, he shall certify the same accordingly, and he shall in his certificate state the particulars of the omission, and in what respect any such matter is mis-stated or wrongly described, and such certificate shall be deposited with the principal sheriff clerk for such county, and a duplicate thereof shall also be deposited with the session clerk of the parish in which the land affected thereby is situate, and such certificate and duplicate shall be kept by such principal sheriff clerk and session clerk with the other documents to which the same relate, and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate, and it shall be lawful for the Commissioners to enter upon and use those lands accordingly.

For the pro-
tection of
the Milton
Estate.

15. The Commissioners shall not construct so much of the aqueduct or line of pipes eighthly herein-before described as is situate between the point marked thirty-one miles upon the deposited plans in the parish of Maryhill or barony parish of Glasgow and a point six and one-half furlongs southwards from the first-mentioned point measuring along the line of the said aqueduct or line of pipes without the previous consent in writing of the trustees of the late William Stuart Stirling Crawford of Milton in the county of Lanark or other the owner for the time being of the Milton Estate.

Extent to
which level
of Loch
Katrine may
be raised or
lowered.

16. It shall not be lawful for the Commissioners to raise or store the water in Loch Katrine to a greater height than five feet above the maximum height to which they are authorised to raise the same under the provisions of section 55 of the Act of 1855, nor to draw the water down to a greater extent than three feet below the ordinary summer level, as described in that section, without the previous consent in writing of all the owners or reputed owners of the lands adjoining the said loch; and it shall not be lawful for the Commissioners to raise the water in Loch Arklet to any greater extent than twenty-five feet above the ordinary summer level, as described on the deposited sections, without the previous consent in writing of all the owners or reputed owners of the lands adjoining the said loch.

17. The Commissioners shall not withdraw or take from Loch Katrine, any greater quantity of water than one hundred and ten millions of gallons in any one day, reckoned from midnight to midnight, including in that quantity the fifty millions of gallons which they are authorised to take out of the said loch under the provisions of section 57 of the Act of 1855: Provided always that if at any time hereafter the Commissioners shall obtain power to take a further supply of water from other sources, and to convey the same into and out of Loch Katrine it shall be competent to the Commissioners, notwithstanding anything in this section contained, to convey out of the said loch a quantity of water equal to that so introduced from other sources, and that over and above the quantity which by this Act they have power to take from the said loch, but so as not to raise the level of the water therein above, nor to draw that level down to a greater extent than is herein-before provided: Provided further that nothing in this section contained shall limit or affect the rights of the owners of salmon fishings, in the River Teith and in the River Forth as far down as the shore of Stirling, or of any persons who shall have any interest in the said further supply of water or other sources to object to the Commissioners taking such further supply from such other sources, or to oppose any application which the Commissioners may hereafter make to Parliament for that purpose.

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Extent to
which water
may be taken
from Loch
Katrine.

18. Subject to the provisions of the two immediately preceding sections the Commissioners may from time to time, by means of the works by this Act authorised, take, collect, divert, impound, and use all the waters of Loch Katrine, Loch Arklet, and the Arklet Water, and of any streams, springs, and burns supplying or flowing into the same respectively.

Power to
take the
waters of
Loch Katrine
and Loch
Arklet and
the Arklet
Water.

19. If and whenever the Commissioners shall at any time withdraw or take from Loch Katrine in any one day, reckoned from midnight to midnight, any quantity of water exceeding one hundred and ten millions of gallons (except water introduced from such other sources as aforesaid), the owners or reputed owners of lands adjoining that loch, or any of them, may from time to time make and maintain all such works, and do all such things as may be proper and sufficient for preventing a greater quantity than one hundred and ten millions of gallons being so withdrawn or taken in any such day, and the amount of all the expenses from time to time incurred in that behalf by such owners or reputed owners shall be paid to them on demand by the Commissioners, and may be recovered in any court of competent jurisdiction: Provided

Works to
prevent more
water being
taken from
Loch
Katrine.

A.D. 1885. — that before commencing to make any such works or do any such things, such owners or reputed owners shall give to the Commissioners four days' notice in writing of their intention so to do.

Regulating
supply of
water to
Arklet
Water.

20. The Commissioners shall, at the same time as they commence to withdraw or appropriate water from Loch Arklet, cause to flow from and out of Loch Arklet, by the outlet and stream from the said loch into Loch Lomond, passing over the falls known as Inversnaid Falls, a quantity of water not being less than one million seven hundred and thirty-seven thousand gallons every day, reckoned from midnight to midnight, and such daily quantity shall be discharged into the said stream at the average rate of one hundred and ninety-three cubic feet of water per minute, and the Commissioners shall not be entitled to withdraw or appropriate any water from Loch Arklet unless they shall also discharge daily down the said stream the quantity of water herein-before mentioned: Provided always that the said quantity of water shall be accepted by the owners, lessees, and occupiers of all mills, manufactories, and other works on the River Leven as full compensation for all their rights, if any, in respect of water to be so drawn or appropriated from Loch Arklet.

Provision for
preservation
of Portnellan
burying
ground.

21. Previous to raising the level of Loch Katrine under the powers by this Act conferred, the Commissioners shall erect a substantial stone wall around the burying ground at Portnellan, on the north shore of the loch, on the same site as the existing wall, incorporating therein and preserving any inscribed or ornamental lintels or other stone work forming part of the said existing wall, and shall raise the level of the ground within the said wall, and for a distance of twelve feet outside of the same, to a height not less than six feet above its present level, placing any gravestones which may exist on the ground at the time when it is raised as aforesaid in the same positions relatively to the raised surface as they at present occupy with reference to the existing surface. After the passing of this Act it shall not be lawful for any person to bury, or in any way to aid or assist in the burial of any body in the above-mentioned burying ground at Portnellan.

Commis-
sioners to
erect and
maintain
gauges.

22. The Commissioners shall erect and construct, and for ever maintain, proper and sufficient measuring gauges over or through which the said respective quantities of water from Loch Katrine and from Loch Arklet shall flow or be discharged, and such gauges shall be respectively open to the inspection and examination of all parties interested in the water so to flow or be discharged through or over the same respectively and their respective agents.

23. The Commissioners shall employ and keep proper persons at all times in charge of the gauges so constructed at Loch Katrine and Loch Arklet, and shall permit the owners or reputed owners of the lands adjoining the said lochs respectively, and their respective agents, at all times to have access to and to examine and test the efficiency of such gauges, and shall afford to such owners or reputed owners and agents all requisite and proper facilities, including the assistance of such persons in charge, for such examining and testing.

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Inspection
by land-
owners of
gauges.

24. If and whenever such gauges at Loch Katrine and Loch Arklet, or any of them, are in any respect out of repair, inaccurate, or insufficient, and if the Commissioners fail to repair and make good the same within one month after notice in writing of such disrepair or insufficiency has been given to the Commissioners by such owners or reputed owners or any of them, or their respective agents, then such owners or reputed owners respectively may from time to time repair or make good such gauges, or provide other proper and sufficient gauges in lieu thereof, and do all such things as may be proper and sufficient for these purposes; and the amount of all the expenses from time to time incurred in that behalf by such owners or reputed owners shall be paid to them on demand by the Commissioners, and may be recovered in any court of competent jurisdiction.

For repair
by land-
owners of
gauges.

25. Nothing in this Act contained shall alter, prejudice, or affect the provisions of sections 59, 60, 61, 62, 63, and 64 of the Act of 1855, so far as they relate to Loch Venacher and the River Teith.

Saving pro-
visions of
Act of 1855
as to Loch
Venacher
and the
River Teith.

26. For the protection of the owners of salmon fishings, as in this section defined, the following provisions shall have effect and be binding on the Commissioners, and on such owners:—

For the pro-
tection of
the owners
of salmon
fishings.

(1) The expression the owners of salmon fishings shall mean and include the owners of salmon fishings in the River Teith, and in the River Forth between the junction therewith of the River Teith and the cruives of Craigforth and their respective agents;

(2) The Commissioners shall, subject to the provisions of this section, discharge out of Loch Katrine into the Achray Water, a quantity of water in a continuous stream of not less than eight hundred thousand cubic feet, during every day of the year, reckoned from midnight to midnight, and shall further discharge out of Loch Venacher into the River Teith, over and above the quantity of compensation water provided for by

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section fifty-nine of the Act of 1855, a quantity of water (herein-after called "additional water") in a continuous stream of not less than two hundred and forty thousand cubic feet during every twelve hours between one o'clock in the afternoon and one o'clock in the morning following: Provided always that it shall be in the option of a majority of the owners of salmon fishings to determine from time to time whether the said two hundred and forty thousand cubic feet of water shall be discharged during such twelve hours of every day of the year, or whether the Commissioners shall discharge in lieu thereof a quantity of water of not less than nine hundred and sixty thousand cubic feet during such twelve hours of every day of the months of September, October and November, of any year, and on intimation of such determination to the Commissioners, which intimation shall be given to them on or before the first day of December in any year, the Commissioners shall give effect thereto from and after the thirty-first day of the said month of December during the year ensuing, and thenceforward until intimation is made to them, by or on behalf of the majority aforesaid, of an alteration of such determination: Provided further, that notwithstanding anything in this section contained, it shall be in the power of a majority of the said owners and the Commissioners to arrange that the said additional water shall be discharged at other times and in different quantities: And further, and in addition, the Commissioners shall discharge from Loch Katrine into the River Teith as heretofore, all water which is not required or taken for the purposes of their undertaking;

- (3) The Commissioners shall erect and construct, and for ever maintain, proper and sufficient measuring gauges over or through which the respective quantities of water from Loch Katrine into the Achray Water, and from Loch Venacher into the River Teith, herein-before provided for, shall flow or be discharged, and sections sixty-one, sixty-two and sixty-three of the Act of 1855 shall apply to the owners of salmon fishings in the same manner and to the same extent as those sections apply to the owners or reputed owners and other parties mentioned in those sections, and those sections shall also apply to the owners of salmon fishings, and to the gauges and the quantities of water herein-before provided for;
- (4) Nothing in this section contained shall prejudice or affect the provisions of section sixty of the Act of 1855, or the rights of the Commissioners thereunder.

27. In the construction of the dam or embankment (1) by this Act authorised, and the works immediately connected therewith, the Commissioners shall so construct the same, and regulate the flow of water therefrom, that salmon and other fish may at all times, or during such period as water shall be discharged from Loch Katrine, freely pass into or from said loch.

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Regulating
mode of
constructing
embankment
at Loch
Katrine.

28. The agreement entered into between the Most Noble Douglas Beresford Malise Ronald Duke of Montrose of the first part, and the Commissioners of the second part, which is set forth in Schedule A to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act.

Confirming
agreement
between the
Duke of
Montrose
and the
Commis-
sioners.

29. The agreement entered into between the Right Honourable Clementina Elizabeth Heathcote Drummond Willoughby Baroness Willoughby De Eresby of the first part, and the Commissioners of the second part, which together with the minute indorsed thereon, is set forth in Schedule B to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act.

Confirming
agreement
between the
Baroness
Willoughby
De Eresby
and the Com-
missioners.

30. The agreement entered into between Jemima Sheriff Macgregor, of Glengyle, wife of George Sheriff Macgregor, of the first part, and the Commissioners of the second part, which is set forth in Schedule C to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act.

Confirming
agreement
between
Jemima
Sheriff
Macgregor
and the Com-
missioners.

31. The agreement entered into between the Right Honourable George Stuart Earl of Moray, John Buchanan Hamilton, Esquire, of Leny, Catherine Elizabeth Grace Buchanan Baillie Hamilton, of Cambusmore, wife of John Buchanan Baillie Hamilton, Esquire, of Cambusmore, with consent of her said husband, and he for his own right and interest, David Carnegie, Esquire, of Stronvar, Robert Jardine, Esquire, of Lanrick, and Charles Stirling Home Drummond Moray, Esquire, of Blairdrummond, of the one part, and the Commissioners of the other part, which is set forth in Schedule D to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act.

Confirming
agreement
with Earl of
Moray and
others.

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Confirming
agreement
with the
town coun-
cil of Stir-
ling and
another,
and provid-
ing compen-
sation to
them for
fishings.

32. The agreement entered into between the magistrates and town council of Stirling, and George Auldjo Jamieson, curator bonis to George Frederick William Callander, Esquire, of Craigforth, of the one part, and the Commissioners of the other part, which is set forth in Schedule E to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act: And the Commissioners shall pay to the said magistrates and town council of Stirling, and the said magistrates and town council of Stirling are hereby authorised and empowered to accept of the annual payment of eighty pounds sterling specified in the said agreement, and that at the terms therein mentioned as in full of all compensation that could arise to or be claimed in the premises by the burgh of Stirling, both for themselves and as taking burden on them for the hospital or charitable institution specified in the said agreement, and for the first minister of the town of Stirling, as owners of or otherwise interested in salmon fishings in the River Forth, above the shore of Stirling, and in the River Teith, so far as they have right thereto: And the Commissioners shall further pay to the said George Auldjo Jamieson, as curator bonis of the said George Frederick William Callander, Esquire, of Craigforth, and his successors in office, or to the said George Frederick William Callander, and to the heirs or others succeeding to him in the said estate of Craigforth, as owner of the cruives and salmon fishings of Craigforth, part of such estate, or to the owner of the said cruives and salmon fishings for the time being, and the said George Auldjo Jamieson as curator bonis foresaid, and his successors in office, and the said George Frederick William Callander, and the heirs or others succeeding to him in the said estate, being owners of the said cruives and salmon fishings, are hereby authorised and empowered to accept of the annual payment of forty pounds sterling specified in the said agreement, and that at the terms therein mentioned, as in full of all compensation that could arise to or be claimed in the premises by the said George Auldjo Jamieson, as curator bonis foresaid, and his successors in office, or the said George Frederick William Callander, or the heirs or others succeeding to him in the said estate as owners of the said cruives and salmon fishings and the acceptance of said annual payment by the said George Auldjo Jamieson, as curator bonis foresaid, and his successors in office, is hereby declared to be as valid and effectual and as binding upon the said George Frederick William Callander, as if the same had been accepted and agreed to by the said George Frederick William Callander himself, he being sui juris and not under disability: Provided always that neither the said magistrates and

town council of Stirling, nor the hospital or charitable institution or any other person, for whom they take burden upon them, as aforesaid, shall have any claim of compensation or other claim whatsoever against the Commissioners in respect of the salmon or other fishings belonging to them on the River Forth, below the shore of Stirling. A.D. 1885.

33. The agreement entered into between the Commissioners of the Forth Navigation of the one part, and the Commissioners of the other part, which is set forth in Schedule F to this Act annexed, is hereby sanctioned and confirmed, and shall be as valid and effectual in all respects as if all the provisions thereof had been embodied in and formed part of this Act. Confirming agreement with the Forth Navigation Commissioners.

34. For preserving the purity and preventing the fouling of the water in or flowing into Loch Katrine, Loch Arklet, or any reservoir of the Commissioners, or in or flowing into any of their aqueducts, or other waterworks (all which lochs, reservoirs, aqueducts, and other waterworks are herein-after in this section comprehended and referred to in the expression "the waterworks"), or in or flowing into any stream communicating with any of the waterworks, the following provisions shall have effect:— Provision as to preventing fouling of water in Loch Katrine.

The Commissioners may appoint one or more officers to be inspectors for the purposes of this section (and such officers are herein-after referred to as "the inspector");

The inspector may enter upon any lands adjacent to any of the waterworks or any such streams the sewage, drainage, or refuse from which lands he may suspect of flowing into or otherwise, directly or indirectly, fouling or being likely to foul any of the waters in or flowing into any of such waterworks or streams;

If the inspector find that such sewage, drainage, or refuse causes, or is likely to cause, such fouling, he shall report thereon to the Commissioners;

The Commissioners may give notice to the owner or occupier of such lands to provide, within such reasonable time as they may specify, all such drains, cesspools, receptacles, and other appliances as they may deem necessary for the prevention or removal of such fouling;

If within the period specified in such notice such owner or occupier fail to provide such drains, cesspools, receptacles, and other appliances, the Commissioners may, on giving not less than three nor more than fourteen days' notice to such owner or occupier, enter upon such lands, doing as little damage as may be, and provide such drains, cesspools, receptacles, and other

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appliances, and recover the expense thereof from such owner or occupier ;

If any such owner or occupier feel aggrieved by the giving of any such last-mentioned notice, he may, within seven days after the service of any such notice, appeal to the sheriff, whose decision, either as of first instance or reviewing the judgment of his substitute shall be final ;

The Commissioners and any such owner or occupier may enter into agreements with respect to the providing of any such drains, cesspools, receptacles, and other appliances, and the defraying of the expense thereof ;

Provided always that the powers and provisions of this section shall be in addition to, and not in substitution for, or derogation of any existing powers and provisions for guarding against fouling the water of the Commissioners : Provided also that this section shall, so far as applicable, extend and apply to steamboats and other boats or vessels upon Loch Katrine or Loch Arklet.

Annual
value of
Commis-
sioners' un-
derground
pipes or
works.

35. Section 44 of the Glasgow Police Act, 1866, and section 32 of the Glasgow Improvements Act, 1866, shall be read and have effect as if after the words "underground works," the words "of the Glasgow Corporation Waterworks Commissioners and" had been inserted therein, and section 25 of the Glasgow Public Parks Act, 1878, shall be read and have effect as if, after the words "public conveyance," the words "or the pipes or underground works of the Glasgow Corporation Waterworks Commissioners" had been inserted therein.

Abatement
to owners
paying
domestic
water rate.

36. The abatement provided for by section 9 of the Act of 1865, on the amount of the domestic water rate paid by the owners of houses or tenements under seven pounds of yearly rent or value, shall, from and after the twenty-eighth day of May immediately succeeding the passing of this Act, be increased from twenty per centum to twenty-five per centum on the amount of such domestic water rate, but that subject always to the proviso contained in the said section.

Period for
compulsory
purchase.

37. The powers of the Commissioners for compulsory purchase of lands under this Act for the purposes of the aqueduct (6), the branch aqueduct (7), the aqueduct (8), the aqueduct (9), the road (10), and the road (11), herein-before described, shall not be exercised after the expiration of five years from the commencement of this Act, nor with respect to the other works by this Act authorised after the expiration of that period or such longer period as may have been or may be agreed upon between the Commissioners and

the respective owners, lessees, and occupiers of the lands required for such works. A.D. 1885.

38. The prescribed period for the purposes of section 120 of the Lands Clauses Consolidation (Scotland) Act, 1845, shall be fifteen years from the passing of this Act. As to sale of superfluous lands.

39. Section 81 of the Act of 1855, for the protection against accidents from reservoirs or embankments, shall extend and be applied to the dams and embankments by this Act authorised. For protection against accidents from reservoirs, &c.

40. It shall be lawful for the Commissioners to borrow on mortgage of their waterworks undertaking any sums not exceeding one million pounds, in addition to the sum of two million pounds authorised to be borrowed by the recited Acts, and to make and grant mortgages and assignations of the several rates to be levied by the Commissioners under the provisions of the recited Acts, or any of them, in security of the payment of the money so borrowed and interest thereon; and if, after having borrowed the said sums or any part thereof, the Commissioners pay off the same, otherwise than by means of the sinking fund herein-after mentioned, it shall be lawful for them again to borrow the amount so paid off, and so from time to time. Power to borrow on mortgage.

41. It shall be lawful for the Commissioners to accept and take from any bank or banking company credit on a cash account to be opened and kept with such bank or banking company, in the name of the Commissioners, according to the usages of bankers in Scotland, to the extent of the sum which the Commissioners are authorised to borrow as aforesaid, or any part thereof, and, if required, to make and grant mortgages and assignations of the several rates to be levied by them under the provisions of the recited Acts, or any of them, in security of the payment of the amount of such credit, or of the sums advanced from time to time on such cash account, with interest thereon: Provided that the whole sum due and owing by the Commissioners on such cash account and for money borrowed by them on bonds, or on mortgages or assignations, shall not, when taken together, exceed the sum of three million pounds by the recited Acts and this Act authorised to be borrowed. Power to borrow on cash account.

42. The several sums borrowed by the Commissioners, under the authority of the recited Acts and this Act, shall be applied in defraying the expense of purchasing and acquiring lands and other property, and of executing the works authorised by the recited Acts and this Act, and in defraying the expenses of obtaining and Application of money borrowed.

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As to form and execution of mortgages, &c.

43. Sections 10 to 13, both inclusive, of the Act of 1859, sections 14 to 19, both inclusive, of the Act of 1865, and section 7 of the Act of 1877 with respect to the form, execution, transfer, and transmission of mortgages and annuities and interest warrants thereon to be granted under the authority of the recited Acts, shall be, and are hereby made applicable to the money to be borrowed, and the mortgages and assignments in security and annuities to be granted under the authority of this Act, in the same manner as if the money to be borrowed and the mortgages and assignments in security and annuities to be granted under the authority of this Act had been borrowed or granted under the authority of the recited Acts or any of them.

Provisions as to judicial factor to be applicable to this Act.

44. Sections 117 and 118 of the Act of 1855, with respect to the appointment, powers and duties of a judicial factor, shall be and are hereby made applicable to the money to be borrowed, and the mortgages and assignments in security to be granted under the authority of this Act, in the same manner as if the money to be borrowed under the authority of this Act had been borrowed under the authority of the recited Acts or any of them.

Sinking fund.

45. It shall be lawful for the Commissioners, and they are hereby required annually after the passing of this Act, to set apart as a sinking fund, a sum not less than one pound ten shillings per centum per annum on the amount which may have been from time to time borrowed under the powers of this Act as from the date of each respective borrowing, and such sinking fund, and the accumulations thereof, shall be from time to time applicable to the redemption of mortgages or annuities, and to no other purposes whatsoever.

As to redemption of annuities.

46. In addition to the sinking fund required to be set apart by section 119 of the Act of 1855 and section 20 of the Act of 1865, and to provide a sinking fund for the redemption of the annuities granted by the Commissioners under the Act of 1855, it shall be lawful for the Commissioners, and they are hereby required annually, after the passing of this Act, to set apart as a sinking fund a sum not less than one pound ten shillings per centum per annum on the sum of seven hundred and twenty thousand pounds, the amount of the present estimated capitalised value of the said annuities, and such sinking fund and the accumulations thereof shall be from time to time applicable to the redemption of those annuities, and to no other purpose whatsoever.

47. All mortgages, bonds, or assignments in security of or over the waterworks undertaking, granted by the Commissioners and unpaid at the passing of this Act, shall during their subsistence have priority over any mortgages, bonds, or assignments on or over the same undertaking to be granted by the Commissioners under the authority of this Act. A.D. 1885.
Former mortgages not to be affected.

48. For the purposes of the Glasgow Corporation Loans Act, 1883 (herein-after called "the Loans Act"), the power by this Act granted to the Commissioners to borrow the said sum of one million pounds shall be deemed a borrowing power of the Commissioners within the meaning of section 7 of the Loans Act, and to have been transferred to and vested in and to apply to and be exerciseable by the lord provost, magistrates, and town council of the city and royal burgh of Glasgow, as if that borrowing power had been a borrowing power of the Commissioners at the commencement of the Loans Act, and sections 7 to 25, both sections inclusive, of the Loans Act shall be applicable, and shall apply to the borrowing power by this Act granted to the Commissioners. Power to Corporation to borrow money.

49. The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, and passing this Act, shall be paid by the Commissioners out of the rates to be levied under the authority of the first-recited Act, or out of the money to be borrowed under the authority of the recited Acts or this Act. Expenses of Act.

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SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

AGREEMENT between His Grace DOUGLAS BERESFORD MALISE RONALD DUKE OF MONTROSE, being the first party hereto, of the first part, and the MAGISTRATES AND COUNCIL OF THE CITY OF GLASGOW, Commissioners for executing and carrying into effect the purposes of the Act 18 and 19 Victoria, chapter 118, intituled “ An Act to authorise and empower the Magistrates and Council of the City of Glasgow to supply with water the said city and suburbs thereof, and districts and places adjacent; to purchase and acquire the Glasgow Waterworks and the Gorbals Gravitation Waterworks; and to introduce an additional supply of water from Loch Katrine; and for other purposes,” being the second parties hereto, of the second part.

WHEREAS, with the view of affording a supply of water to the inhabitants of the city of Glasgow and suburbs and districts and places adjacent, the second parties are entitled, in virtue of the Act of Parliament before mentioned (herein-after called the existing Act) to raise or store water in Loch Katrine, but not to a greater height than four feet above ordinary summer level, and to take water from the said loch, but not to draw down the water therein to a greater extent than three feet below such ordinary summer level, nor to withdraw or take from the loch for the supply of the said city, suburbs thereof, and districts and places adjacent, any greater quantity of water than fifty million gallons in any one day, reckoned from midnight to midnight.

And whereas the second parties, finding it necessary to provide an increased supply of water for the said city, suburbs thereof, and districts and places adjacent, are about to promote in Parliament a Bill to enable them, inter alia, to raise or store water in Loch Katrine to a height not exceeding five feet above the maximum height authorised by the existing Act, and to withdraw water from the said loch for the supply of the said city, suburbs thereof, and districts and places adjacent, to an extent not exceeding one hundred and ten million gallons in all in any one day, reckoned as aforesaid, and also to enable them to raise or store water in Loch Arklet, situated on the estate of the first party and belonging to him, but not to a greater height than twenty-five feet above ordinary summer level, and to withdraw water from the said loch for the purposes of the said waterworks.

And whereas the first party has proprietary rights in Loch Katrine and Loch Arklet, and in various lands adjoining those lochs, and situated between those lochs and the city of Glasgow, in or through which lands some of the works proposed to be authorised by the Bill are proposed to be constructed.

And whereas the first party has agreed not to oppose the said Bill, and to consent, so far as he is interested, to the same being passed into a law upon the terms and conditions herein-after written.

Therefore the said parties have agreed, and do hereby agree and bind themselves mutually to each other as follows, videlicet:—

First. In the event of an Act being obtained on the said Bill, the second party shall pay to the first party or his successors within six months after the said Act shall receive the Royal Assent, with interest at the rate of five per centum per annum from and after the day which shall be six months after the date when the said Act shall receive the Royal Assent, during the not payment (1) the sum of ten thousand pounds sterling as compensation for the right and privilege of storing in and taking from Loch Katrine an additional supply of water, that is to say, of storing therein water to a height not exceeding five feet above the maximum height to which they are by their existing Act authorised and entitled to raise and store the same, and of drawing water therefrom to an extent not exceeding sixty million gallons in any one day, reckoned from midnight to midnight, in addition to the fifty million gallons which, by their existing Act, they are authorised to withdraw from the said loch during the like period of time, and for the right of access at all times to the said loch; and (2) the sum of three thousand pounds sterling as compensation for the right and privilege of storing water in Loch Arklet to a height not exceeding twenty-five feet above the ordinary summer level, and of drawing water therefrom for the purposes of the waterworks, and for the right of access at all times to the said loch.

Secondly. Whereas the raising of the water in Loch Katrine to the additional height foresaid will have the effect of submerging a portion of the Stronachlachar Hotel, belonging to the first party, the second parties agree and undertake to pay to the first party or his successors within the foresaid period the sum of five thousand pounds sterling with interest as aforesaid as compensation for the loss and damage to be sustained by him in consequence of such submergence, and also to free and relieve him of and from all claims of whatever kind at the instance of the tenant of the said hotel arising in consequence of the second parties' operations: And, in respect the first party intends to apply the said sum of five thousand pounds in or towards building another hotel in the immediate neighbourhood, with the requisite offices, and in forming the necessary approaches thereto, it is hereby agreed that the second parties shall not execute any works which might have the effect of submerging or injuriously affecting the present hotel or any portion thereof until the new hotel, offices and approaches, shall be completed and ready for occupation, which new hotel, offices and approaches, the first party undertakes to proceed to erect and complete with all convenient speed and hand over for occupation by the tenant for the time being of the present hotel in substitution therefor. Farther, the second parties shall take in feu from the first party the site of the

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A.D. 1885. — present hotel with the buildings thereon, and ground surrounding the same to the extent in whole of one acre, at an annual feu duty after the rate of twelve pounds per acre. The term of the second parties' entry shall be the date of an intimation to them by the first party that the new hotel has been handed over to the tenant for the time being of the present hotel and opened to the public, and the first payment of the feu duty shall be made at the first term of Whitsunday or Martinmas which shall happen six months after the last-mentioned date for the proportion due between that date and the said term, and the next payment shall be made at the next term of Whitsunday or Martinmas thereafter for the half-year preceding, and so on half-yearly thereafter in all time coming, with a duplicand every nineteenth year. The first party shall grant to the second party a feu charter of the said ground and buildings thereon, containing all usual clauses, and in particular clauses declaring that the feuars, or the proprietor for the time, shall have no right of fishing in, or shooting or sporting on Loch Katrine, and that no building other than that now existing on the said ground, with suitable offices for the same or any building that may be substituted therefor, shall be erected on the ground thereby disposed, and that neither the feuars, nor the proprietor for the time, nor their or his tenants, shall be entitled to use the said buildings, or any other buildings that may be erected on the said ground, for any purposes that might be considered a nuisance, or as a hotel, or hydropathic establishment, or furnished lodgings, nor shall they be entitled to receive boarders therein, under pain of nullity of the feu charter, and of the return of the whole subjects to the superior for the time without compensation, but without prejudice to the right of the feuars, or proprietor for the time, to let the subjects for the season or for a longer period to a private family for their own occupation.

Thirdly. Whereas the raising of the water in Loch Arklet to the height foresaid will have the effect of submerging a portion of the farmhouse and steading of the farm of Corriehichon, the second parties agree and undertake to pay to the first party or his successors the sum of four hundred and fifty pounds sterling as compensation for the loss and damage to be sustained by him in consequence of such submergence, which sum shall be payable to the first party twelve months before any operations for raising the level of the water in Loch Arklet are commenced by the second parties, with interest thereon at the rate of five per centum per annum from and after such date as shall be twelve months before the commencement of the second parties' operations during the not payment, or, in case the works shall not be commenced at the end of twelve months after notice of intention to commence is given, then with interest at the rate foresaid from and after the date of such notice during the not payment of the principal sum: And, in respect the first party intends to apply the said sum in or towards building another farmhouse and steading in the neighbourhood, it is agreed that the second parties shall not execute any works which might have the effect of submerging or injuriously affecting any portion of the present farmhouse and steading until the new farmhouse and steading shall be completed and ready for occupation, which new farmhouse and steading the first party undertakes to proceed to erect and complete with all convenient speed after receiving payment of the said sum of four hundred and fifty pounds. The materials of the present farmhouse and

steading shall remain the absolute property of the first party, and may be applied by him for building the new house and steading; and the second parties agree and undertake to free and relieve the first party of and from all claims of whatever kind at the instance of the tenant of the said farm arising in consequence of the operations of the second parties.

Fourthly. The second parties shall further pay to the first party, over and above the foresaid sums, compensation for all damage of whatever kind, including severance and other damage, arising to his lands adjoining Loch Katrine and Loch Arklet respectively, by the raising of the level of the water of the said lochs to the height to which they shall be authorised to raise the same respectively by their Act to be obtained as aforesaid, and by the consequent submergence of the adjoining lands, or otherwise arising from the second parties' operations and works authorised by such Act, or which by this agreement they undertake to execute and perform: But it is hereby agreed and declared that, in calculating the extent of the lands to be submerged, it shall be reckoned (in order to provide for the land which may be covered or affected by the raising of the level of the lochs or by the wash of the waves, and to supersede any further claim or question in relation to such submergence in future) that the water will stand in each of the said lochs at a height two feet above that to which the second parties shall by their Act, to be obtained as aforesaid, be authorised to raise the same respectively, and the compensation shall accordingly be calculated upon such extent increased as aforesaid. The extent of the additional ground which would be submerged if the water stood at such increased height shall be ascertained by the second parties' engineer, and may be checked by an engineer appointed by the first party, and, failing the said engineers agreeing in their measurement, the extent shall be ascertained by a neutral engineer to be chosen by the parties, or, failing their doing so, by an engineer to be appointed by the Lord Ordinary on the Bills on the application of either party, and the amount of the compensation in the cases respectively above mentioned shall be fixed and ascertained by the award of John Heatley Dickson, Esquire, residing at Drumlanrig, in the county of Dumfries, as sole arbiter, or, in the event of his death or refusal to act, by the award of two arbiters, one to be chosen by each party, or by an oversman to be named by the said arbiters before entering on the reference, in case of their differing in opinion.

Fifthly. In respect the second parties will require for the construction or laying of aqueducts, conduits and pipes, and relative works, wayleaves from Loch Katrine and Loch Arklet through the first party's estates, and rights of access, at all times, to such aqueducts, conduits, pipes, and relative works, they shall over and above the foresaid sums pay to the first party compensation for such wayleaves and rights of access, and for all damage arising to his lands as the same shall be fixed and ascertained by the award of the said John Heatley Dickson, whom failing as aforesaid, and they shall be bound to restore the surface of the ground to its original state, and to remove all earth, stones, or other rubbish; and they shall be further bound to pay for all land occupied by shafts, aqueducts, and bridges such price, and for all land occupied by spoilbanks such compensation, as shall be fixed by the said John Heatley Dickson, whom failing as aforesaid

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Sixthly. The second parties shall pay to the first party full compensation for all timber and copse wood on the first party's lands to be flooded or otherwise occupied, and also for all damage that may be done to timber or copse wood on his other lands by their works or operations as the same shall be fixed and ascertained by the award of the said John Heatley Dickson, whom failing as aforesaid.

Seventhly. As regards the references to arbitration provided for in the three preceding articles, it is agreed that the second parties may, if they think fit, have the matters disposed of by three separate references—one of which shall apply to Loch Katrine, and all damages arising to the first party's lands, timber, copse wood, &c., adjoining the same as aforesaid; another to Loch Arklet, and the conduit leading therefrom to Loch Katrine, and all damages arising to the first party's lands, timber, copse wood, &c., adjoining the said loch and conduit; and another to the wayleave from Loch Katrine mentioned in Article Fifth hereof, and everything arising out of the same: And each of the said references shall be proceeded with as soon as the second parties shall have given intimation to the first party, or his successors, of their intention to begin the execution of the works to which it relates, which intimation shall be given at least one month before operations are commenced. The amount of compensation found due in each case shall be payable on the day of the date or last date of the interim or final award or awards finding money compensation due, with interest thereon at the rate of five per centum per annum from the day when ground was broken by the second parties, or when they first began operations with reference to the subject to which the arbitration refers, during the not payment of the principal sum.

Eighthly. The second parties shall maintain in all time coming the old level marks made on the rocks along the sides of Loch Katrine, so far as above the level of the water from time to time, and shall make new marks on the said rocks to show the five feet level to which they are to be empowered to raise the water as aforesaid, and they shall also make such marks as may be agreed on to show the level to which they are to be empowered to raise the water in Loch Arklet as aforesaid.

Ninthly. The second parties shall cause to flow from and out of Loch Arklet, by the outlet from the said loch, into the Arklet Water, which passes into Loch Lomond over the falls known as Inversnaid Falls, a quantity of water not being less than one million seven hundred and thirty-seven thousand gallons during every day of the year, and such daily quantity shall be discharged into the Arklet Water at the rate of one hundred and ninety-three cubic feet of water per minute; and the second parties shall not be entitled to withdraw or appropriate any of the water of Loch Arklet unless they shall also discharge daily down the Arklet Water the quantity of water herein-before mentioned.

Tenthly. It is specially agreed that sections fifty-eight, sixty-one, sixty-two, sixty-three, and sixty-four of the existing Act shall be re-enacted in the new Act to be obtained as aforesaid, and made applicable to the additional supply of water to be authorised by such new Act to be stored and taken, and sections sixty-one, sixty-two, and sixty-three shall also be made applicable to the water flowing into and out of Loch Arklet under Article Ninth hereof. It shall also

be a provision of such new Act that it shall not be lawful for the second parties to draw the water in Loch Katrine down to a greater extent than three feet below the ordinary summer level specified in section fifty-five of the existing Act, without the previous consent in writing of all the owners or reputed owners of lands adjoining the said loch. With reference to section fifty-eight of the existing Act as made applicable to the additional supply of water to be taken as aforesaid, the first party agrees that in case at any time hereafter the second parties shall apply for and obtain power to take a further supply of water from other sources for the said city, suburbs thereof, and districts and places adjacent, and to convey the same into and out of Loch Katrine in its passage to Glasgow, it shall, so far as the first party and his successors are interested, be in the power of the second parties, notwithstanding the terms of the said section, to do so without making farther compensation to the first party or his foresaids in respect of the exercise of such power, and to convey out of the said loch a quantity of water equal to that so introduced from other sources, and that over and above the quantity which by such re-enacted section they may have power to take, but nothing herein contained shall be held as authorising the second parties at any time to raise the level of the water of Loch Katrine to a height exceeding five feet above the maximum height authorised by the existing Act, or to draw it down to a greater extent than three feet below the ordinary summer level above mentioned, or in any way to interfere with the first party's ground adjoining the said loch.

Eleventhly. The second parties shall execute, to the satisfaction of the first party, all necessary accommodation works, and in particular—

- (1) Where the present road between Inversnaid and Stronachlachar shall be less than three feet above the proposed raised level of Loch Arklet, the second parties shall make a good and sufficient road by way of substitution for the present road, or divert the present road so that such substituted or diverted road at its lowest point shall never be less than three feet above the raised level of the loch; and they shall be bound to protect such substituted or diverted road from the action of the water of the loch in all time coming, and shall be bound to make all requisite drains, conduits, bridges, and culverts for permitting at all times a free flow without injury to the road of all water from the hills into the loch;
- (2) They shall make a new occupation road from the main road to the site of the new farmsteading at Corriehichon to be erected by the first party as aforesaid in a line to be pointed out by the first party, and at such a height that the same shall not be flooded by water at any time, with a bridge over the Arklet Water if necessary, all to the satisfaction of the first party;
- (3) In so far as the present road or footpath through the lands of the first party along the shore of the loch leading from Inversnaid to Glengyle may be submerged or otherwise affected by the raising of the level of the water in the loch, the second parties shall, on ground to be provided by the first party for the purpose, make a good and sufficient road or footpath by way of substitution for the portion of the road or footpath so submerged or affected, or shall divert the existing road or footpath so far as submerged

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or affected, and the first party shall be bound to allow the Baroness Willoughby De Eresby, and her successors and tenants, and the proprietrix of Glengyle, and her tenants and all others, the right to use such substituted road in the same way and to the same extent as they are at present entitled to use the existing road or footpath ;

- (4) They shall re-erect the steamboat pier at Stronachlachar on a site to be pointed out by the first party, suitable for the new hotel, and at the proper level above the water of Loch Katrine, and they shall provide all necessary appliances for the comfortable landing and embarking of passengers at the highest, lowest, and intermediate levels of the water of the loch ;
- (5) They shall also re-erect, to the satisfaction of the first party, the present boathouse at Corriarklet, on a site to be pointed out by the first party, and at a proper elevation above the proposed level of Loch Arklet ;
- (6) They shall restore, to the satisfaction of the first party, all fences or other works interfered with or injured during the course of the construction of the works, or at any time thereafter, and they shall maintain in all time coming the farm fences leading down to the said lochs respectively from a point on each fence three yards above the highest level to which the second parties shall be empowered to raise the water of the said lochs respectively, increased by two feet in respect of the wave wash as aforesaid, and so that each and every fence between that point and the lochs respectively will be good and sufficient at the highest, lowest, and intermediate levels.

Twelfthly. The second parties shall keep their works in repair after completion, and shall pay to the first party and his foresaids and their tenants, all damage that may be occasioned by the failure of their works, or by repairing or altering the same from time to time.

Thirteenthly. Where the second parties' access to the lochs and works provided for in the first and fifth articles of this agreement shall be by any private road or roads belonging to the first party, the second parties shall pay annually a fair and reasonable proportion of the expense of upholding such road or roads so used by them according to the nature and extent of their traffic thereon.

Fourteenthly. In case the parties shall not agree in regard to the stipulations contained in the three immediately preceding articles, all questions thence arising shall be and they are hereby submitted and referred to the said John Heatley Dickson as sole arbiter, whom failing as aforesaid.

Fifteenthly. The second parties shall be responsible for all trespasses and damages to the property of the first party done by their contractors, workmen, watchmen, and others their servants, or in their employment, not only during the progress of their works, but also after their completion, and shall remove any of their servants or others employed by them, on cause shown by the first party or his foresaids of their poaching, trespassing, or other misconduct.

Sixteenthly. The first party and his foresaids shall have the sole right of fishing in Loch Arklet, and of shooting and sporting thereon, or on the ground

adjoining thereto, and he or they may grant authority to any other person or persons to exercise the said rights, or any of them, and he and his foresaids shall have full power to keep or use on the said loch pleasure boats or other boats for fishing or otherwise. The second parties shall have no right of fishing on Loch Katrine, or of shooting or sporting thereon, or on the first party's ground adjoining thereto, and nothing herein contained shall in any way affect the first party's rights to keep or use steamboats, or any other boats of any kind on Loch Katrine, nor shall anything contained in this agreement infer any right or privilege to the second parties beyond what is expressly granted to them or conferred by law : Provided always that nothing herein contained shall be construed as authorising any of the persons using the said pleasure boats, steamboats, or other boats on either of the said lochs to pollute the said lochs to any extent, or to throw or discharge into the lochs any matter or thing detrimental to the use for all domestic purposes of the water thereof.

Seventeenthly. In case the second parties shall be of opinion that the system of sewerage or drainage in connexion with any buildings at present existing on the first party's property is calculated to foul, or is insufficient for preventing the fouling of the water in or flowing into Loch Katrine, Loch Arklet, or any reservoir of the second parties, or in or flowing into any of their aqueducts or other waterworks, or in or flowing into any stream communicating with the waterworks, they shall be entitled, on giving reasonable notice to the proprietor and occupier of such buildings respectively (but always at the second parties' expense), to provide such drains, cesspools, receptacles, and other appliances as the second parties may deem necessary for the prevention or removal of such fouling : But the proprietor and occupier shall be bound to secure the proper use and regular clearing out of such appliances, so as to prevent the fouling of the water in or flowing into the said lochs, reservoirs, aqueducts, waterworks, or streams, and it is hereby declared that except as is above expressly provided with reference to buildings at present existing, the foregoing provision shall not in any degree limit or affect the powers of the second parties at common law or under statute to prevent such fouling.

Eighteenthly. It is understood and agreed that over and above the payments to be made as aforesaid, the second parties shall pay to the tenants of the first party's lands and shootings, and relieve him and his foresaids of, all claims at their instance for permanent or temporary damage that may be done to their respective possessions during their current leases ; he and his foresaids being bound to allow the second parties, towards enabling them to settle the claims of such tenants, an annual percentage at the rate of three per cent. on the value of the land taken as fixed by arbitration as aforesaid during the currency of the several leases, with the option to the first party to be relieved of such annual allowances on his settling with the tenants of his said farms in full of all their claims, and procuring a discharge thereof in favour of the second parties.

Nineteenthly. The second parties shall also free and relieve and harmless and skaithless keep the first party of and from all claims for compensation or damages which may be made by millowners or others interested in the waters of or flowing from Loch Katrine or Loch Arklet, consequent on the exercise of any of the powers of the Act, to be obtained as aforesaid, or any defective or

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Twentiethly. Upon payment of the sums that shall be ultimately ascertained to be due by the second parties and interest thereon, the first party shall grant, and he hereby binds and obliges himself to grant, to the second parties a perpetual right of servitude of storing water in Loch Katrine and Loch Arklet, and of drawing water from the said lochs respectively through his lands by means of the works, and for the purposes to be specified in the Act to be obtained as aforesaid, and with all such privileges as may be necessary to enable the second parties fully to carry into effect the foresaid purposes of the said Act.

Twenty-firstly. The second parties bind and oblige themselves to pay to the first party all expenses incurred or to be incurred by him in connexion with this agreement, or preliminary or incident thereto, including the expenses of arbitrations or references, and of conveyances, and they shall also pay the expenses of an engineer to be appointed by the first party to report upon the second parties' works when finished, and to measure the ground submerged by their works, including the two feet of additional height before mentioned, it being the intention of the parties hereto that the first party shall be relieved of all expenses of every kind in any way connected with or arising in connexion with this agreement and the said Act.

Twenty-secondly. In respect the first party holds his estates under entail, this agreement is entered into by him so far as he can competently do so as an entailed proprietor, and subject to all the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, and Acts amending the same. The second parties accordingly bind and oblige themselves, after having obtained their Act, and before proceeding to construct the works thereby authorised, or any of them, to serve all necessary notices of their intention to acquire lands, wayleaves, and water rights, and to take all necessary steps under the said Lands Clauses Acts so as to put the first party in a position to convey to them the lands, water rights, and wayleaves agreed to be conveyed as aforesaid so far as the same may be necessary with a view to the execution of the works thereby authorised, or of such portion thereof as the second parties may resolve to proceed with from time to time.

Lastly. The second parties bind and oblige themselves and their successors in office, and the first party, so far as he can competently do so as an entail proprietor as aforesaid, binds and obliges himself and his foresaids to perform their several parts of this agreement under the penalty of one thousand pounds sterling, to be paid by the party failing to the party observing, or willing to observe, his or their part hereof over and above performance: But declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon; and that in case the said Bill shall not pass into an Act this agreement shall become null and void, and both parties shall be free from the conditions and stipulations herein contained, except that the second parties shall be bound to pay the first party the whole expenses incurred or to be incurred by him in reference hereto as aforesaid: And both parties consent to the registration hereof for preservation and execution. In witness whereof these

presents, written on this and the nine preceding pages by Robert Forbes Kerr, clerk to Messrs. Dundas and Wilson, clerks to the signet, Edinburgh (the words "stream" in the forty-fourth line of page eighth, and "clearing" in the first line of page ninth, being both partly written on erasures before subscription), are, together with a duplicate hereof, subscribed as follows, viz.:—By William McOnie and Alexander Waddel, two of, and acting by the authority and on behalf of, the said Glasgow Corporation Waterworks Commissioners, at Glasgow, on the second day of February, in the year eighteen hundred and eighty-five, before these witnesses, John Bowers, writer, and James Brown, council officer, both at Glasgow; and by the said Duke of Montrose, at London, on the ninth day of the month and year last mentioned, before these witnesses, James Billett and William East, both his servants.

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(Signed)	WILLIAM EAST, witness.	(Signed)	MONTROSE.
„	JAMES BILLETT, witness.		
„	JOHN BOWERS, witness.	„	WILLIAM McONIE.
„	JAMES BROWN, witness.	„	ALEXANDER WADDEL.

SCHEDULE B.

AGREEMENT between The Right Honourable CLEMENTINA ELIZABETH HEATHCOTE DRUMMOND WILLOUGHBY, BARONESS WILLOUGHBY DE ERESBY, being the first party hereto, of the first part; and the MAGISTRATES AND COUNCIL OF THE CITY OF GLASGOW, Commissioners for executing and carrying into effect the purposes of the Act 18 and 19 Vict., c. 118, intituled "An Act to authorise and
 " empower the Magistrates and Council of the city of Glasgow
 " to supply with water the said city and suburbs thereof, and
 " districts and places adjacent; to purchase and acquire the
 " Glasgow Waterworks and the Gorbals Gravitation Water-
 " works; and to introduce an additional supply of water from
 " Loch Katrine, and for other purposes," being the second parties hereto, of the second part.

WHEREAS with the view of affording a supply of water to the inhabitants of the city of Glasgow and suburbs thereof, and districts and places adjacent, the second parties are entitled, in virtue of the Act of Parliament before mentioned (herein-after called the existing Act), to raise or store water in Loch Katrine, but not to a greater height than four feet above ordinary summer level, and to take water from the said loch, but not to draw down the water therein to a greater extent than three feet below such ordinary summer level, nor to withdraw or take from the loch for the supply of the said city, suburbs thereof, and districts and places adjacent, any greater quantity of water than fifty millions of gallons, in any one day, reckoned from midnight to midnight.

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And whereas the second parties, finding it necessary to provide an increased supply of water for the said city, suburbs thereof, and districts and places adjacent, are about to promote in Parliament a Bill to enable them, inter alia, to raise or store water in Loch Katrine to a height not exceeding five feet above the maximum height authorised by the existing Act, and to withdraw water from the said loch for the supply of the said city, suburbs thereof, and districts and places adjacent, to an extent not exceeding one hundred and ten million gallons in all, in any one day reckoned as aforesaid.

And whereas the first party has proprietary rights in Loch Katrine, and in various lands adjoining that loch, in and through which lands some of the works proposed to be authorised by the Bill are proposed to be constructed.

And whereas the first party has agreed not to oppose the said Bill, and to consent, so far as she is interested, to the same being passed into a law upon the terms and conditions herein-after written.

Therefore the said parties have agreed, and do hereby agree and bind themselves mutually to each other as follows, namely:—

Firstly. In the event of an Act being obtained on the said Bill, the second parties shall pay to the first party or her successors, within six months after the said Act shall receive the Royal Assent, with interest at the rate of five per centum per annum from and after the day which shall be six months after the date when the said Act shall receive the Royal Assent, during the not-payment, the sum of ten thousand pounds sterling as compensation for the right and privilege of storing in and taking from Loch Katrine an additional supply of water, that is to say, of storing therein water to a height not exceeding five feet above the maximum height to which they are by their existing Act authorised and entitled to raise and store the same, and of drawing water therefrom to an extent not exceeding sixty million gallons in any one day reckoned from midnight to midnight, in addition to the fifty million gallons which by their existing Act they are authorised to withdraw from the said loch during the like period of time, and for the right of access at all times to the said loch.

Secondly. The second parties shall further pay to the first party, over and above the said sum of ten thousand pounds, compensation for all damage of whatever kind, including severance and other damage, arising to her lands adjoining the loch, by the raising of the level of the water of the loch to a height not exceeding five feet above the maximum height authorised by their existing Act and the consequent submerging of the adjoining lands and of the islands belonging to her, or otherwise arising from the second parties' operations and works authorised by the Act to be obtained as aforesaid, or which by this agreement they undertake to execute and perform; and the amount of such compensation shall be fixed and ascertained, after the second parties have intimated their intention to the first party, or her successors, to proceed with the execution of the works, by the award of John Heatley Dickson, Esq., residing at Drumlanrig in the county of Dumfries, as sole arbiter, or in the event of his death or refusal to act, by the award of two arbiters, one to be chosen by each party, or of an oversman to be named by the said arbiters before entering on the reference, in case of their differing in opinion. The second parties shall also from time to time make full compensation to be ascertained as

aforesaid for such further damage (if any) as may be occasioned from time to time to the first party's lands by the raising of the water of the loch, or otherwise by the second parties' operations.

Thirdly. The second parties shall pay to the first party full compensation for all timber and copsewood, on the first party's land to be flooded or otherwise occupied, and also for all damage that may be done to timber or copsewood, on her other lands by their works or operations, as the same shall be fixed and ascertained, after the second parties have intimated their intention to the first party, or her successors, by the award of the said John Heatley Dickson, whom failing as aforesaid.

Fourthly. The amount of the compensation which may be payable under Articles Second and Third hereof, shall be payable on the day of the date, or last date of the interim or final award, or awards, finding money compensation due, with interest at the rate of five per centum per annum, from the day when the second parties first began operations on the said loch during the not-payment of the principal sum.

Fifthly. The second parties shall maintain in all time coming the old level marks made on the rocks along the sides of Loch Katrine, so far as above the level of the water from time to time, and shall make new marks on the said rocks to show the five feet level to which they are to be empowered to raise the water as aforesaid.

Sixthly. It is specially agreed that sections fifty-eight, sixty-one, sixty-two, sixty-three, and sixty-four of the existing Act shall be re-enacted in the new Act, to be obtained as aforesaid, and made applicable to the additional supply of water to be authorised by such new Act to be stored and taken. It shall also be a provision of such new Act, that it shall not be lawful for the second parties to draw the water in Loch Katrine down to a greater extent than three feet below the ordinary summer level specified in section fifty-five of the existing Act, without the previous consent in writing of all the owners or reputed owners of the lands adjoining the said loch. With reference to section fifty-eight of the existing Act, as made applicable to the additional supply of water to be taken as aforesaid, the first party agrees that in case at any time hereafter the second parties shall apply for and obtain power to take a further supply of water from other sources for the said city, suburbs thereof, and districts and places adjacent, and to convey the same into and out of Loch Katrine on its passage to Glasgow, it shall, so far as the first party and her successors are interested, be in the power of the second parties, notwithstanding the terms of the said section, to do so without making further compensation to the first party or her foresaids in respect of the exercise of such power, except as herein-after specified, and to convey out of the said loch a quantity of water equal to that so introduced from other sources, and that over and above the quantity which, by such re-enacted section they may have power to take; but nothing herein contained shall be held as authorising the second parties at any time to raise the level of the water of Loch Katrine to a height exceeding five feet above the maximum height authorised by the existing Act, or to draw it

A.D. 1885. down to a greater extent than three feet below the ordinary summer level above mentioned, or to take lands to any greater extent than they shall be authorised to do by the Act now to be obtained as aforesaid, or to take such further supply of water by means of pipes, tunnels, watercourses, or otherwise, through the first party's lands to the said loch.

Seventhly. The second parties shall execute to the satisfaction of the first party all necessary accommodation works, and in particular :—

- (1) In so far as the operations of the second parties may have the effect of submerging the present road along the northern shore of the loch, or of otherwise affecting the same by bringing the highest level to which the second parties shall be empowered to raise the water of the loch to within five feet of such present road at the east end of the loch where the road is exposed to the force of the waves, or to within three feet thereof at any other parts alongside the loch or otherwise, the second parties shall make a good and sufficient road by way of substitution for the portions of the road so submerged or affected, or shall divert the present road so far as submerged or affected, so that such substituted or diverted road shall not, at the east end of the loch, be less at its lowest point than five feet, and at all other parts alongside the loch shall, at its lowest point, not be less than three feet above the said highest level of the loch, and the ground for all such new portions of road shall be provided by the first party, the second parties being bound to pay for the same so far as exceeding in extent the portions of road submerged; and the second parties shall also be bound to protect such substituted or diverted road from the action of the water of the loch in all time coming, and shall be bound to make all requisite and sufficient drains, conduits, bridges, and culverts, for permitting at all times the free flow, without injury to the road, of all water from the hills into the loch;
- (2) In the event of the road or footpath used as a right of way by the first party and her tenants round the head of the loch by Glengyle to Inver-snaid, or any part thereof, being wholly or partially submerged by the operations of the second parties, the second parties undertake that a substituted road or footpath, equal in all respects to that which may be in existence at the time of such submergence being commenced, shall be provided by the second parties, who shall take the proprietor of Glengyle bound in any agreement which may be entered into with her, to allow the first party and her tenants, and all others having an interest therein, the right to use such substituted road or footpath in the same way and to the same extent as they are at present entitled to use the existing road or footpath;
- (3) They shall raise the western end of the road leading from the Tros-sachs to the lower end of Loch Katrine to the necessary height required by the raising of the level of the loch, with a good, easy gradient to the point for discharging passengers near the steamboat pier at that end of the loch;

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- (4) They shall also raise and put into as good a state as at present the private ground belonging to the first party, between the road mentioned in the preceding article and the said pier ;
- (5) They shall re-erect on the site of the present pier a rustic pier similar to the present one, to suit the higher level of the loch, and they shall provide it with appliances for the comfortable landing and embarking of passengers at the highest, lowest, and intermediate levels of the water of the loch. They shall also re-erect a new boat-house, in lieu of the existing boat-house, on a site to be pointed out by the first party ;
- (6) They shall form new piers and landing-places at Brenachoil, Letter, Edra, Strone, Coilachra, and Portnellan, at least equal to those at present existing at those places, and available at the highest, lowest, and intermediate levels of the water of the loch.

Eighthly. The second parties shall restore to the satisfaction of the first party all fences or other works interfered with or injured during the course of the construction of the works, or at any time thereafter, and they shall maintain in all time coming the farm fences leading down to the loch from a point on each fence five yards above the highest level to which the second parties will be empowered to raise the water of the loch, and so that each and every fence between that point and the loch will be good and sufficient at the highest, lowest, and intermediate levels.

Ninthly. The second parties shall keep their works in repair after completion, and shall pay to the first party and her foresaids, and their tenants, all damage that may be occasioned by the failure of their works or by repairing or altering the same from time to time.

Tenthly. In case the parties shall not agree in regard to the stipulations contained in Articles Seventh, Eighth, and Ninth hereof, all questions thence arising shall be, and they are hereby submitted and referred to John Robertson, Old Blair, Dunkeld, as sole arbiter, whom failing, to such other persons or person as the parties may mutually appoint as arbiters or arbiter, with power to such arbiters to name an oversman in case of their differing in opinion.

Eleventhly. The second parties shall do what they can to assist the action of the water of the loch in reforming the Silver Strand, so as to make that portion of the loch similar to the present Silver Strand.

Twelfthly. The second parties shall be responsible for all trespasses and damages to the property of the first party done by their contractors, workmen, watchmen and others, their servants or in their employment, not only during the progress of their works, but also after their completion, and shall remove any of their servants or others employed by them, on cause shown by the first party or her foresaids, of their poaching, trespassing or other misconduct.

Thirteenthly. The second parties shall have no right of fishing in Loch Katrine, or of shooting or sporting thereon, or on the first party's ground adjoining thereto; and nothing herein contained shall in any way affect the

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Fourteenthly. In case the second parties shall be of opinion that the system of sewerage or drainage in connexion with any buildings at present existing on the first party's property is calculated to foul, or is insufficient for preventing the fouling of the water in or flowing into Loch Katrine, or any reservoir of the second parties, or in or flowing into any of their aqueducts or other waterworks, or in or flowing into any stream communicating with the waterworks, they shall be entitled, on giving reasonable notice to the proprietor and occupier of such buildings respectively, but always at the second parties' expense, to provide such drains, cesspools, receptacles, and other appliances as the second parties may deem necessary for the prevention or removal of such fouling; but the proprietor and occupier shall be bound to secure the proper use and regular clearing out of such appliances, so as to prevent the fouling of the water in or flowing into the said loch, reservoirs, aqueducts, waterworks, or streams; and it is hereby declared that, except as is above expressly provided with reference to buildings at present existing, the foregoing provision shall not in any degree limit or affect the powers of the second parties at common law or under statute to prevent such fouling.

Fifteenthly. It is understood and agreed that the first party in entering into this agreement does not undertake any liability or responsibility to any third parties whose interests may be in any way affected by the operations of the second parties, and that the second parties shall be bound to free and relieve her of all claims at the instance of any such third parties. In particular it is hereby agreed that over and above the payments to be made as aforesaid, the second parties shall pay to the tenants of the first party's lands, and others, and relieve her and her foresaids of all claims at their instance for permanent or temporary damage that may be done to their respective possessions during their current leases—she and her foresaids being bound to allow the second parties, towards enabling them to settle the claims of such tenants, an annual percentage at the rate of three per centum on the value of the land taken, as fixed by arbitration as aforesaid, during the currency of the several leases, with the option to the first party to be relieved of such annual allowances, on her settling with the tenants of her said farms in full of all their claims, and procuring a discharge thereof in favour of the second parties.

Sixteenthly. The second parties shall also free and relieve and harmless and scatheless keep the first party of and from all claims for compensation or damages which may be made by millowners or others interested in the waters of or flowing from Loch Katrine, consequent on the exercise of any of the powers of the Act to be obtained as aforesaid, or any defective or insufficient execution

thereof, or any failure to execute the same, or arising in any other manner of way. A.D. 1885.

Seventeenthly. Upon payment of the sums that shall be ultimately ascertained to be due by the second parties and of the interest thereon as aforesaid, the first party shall grant, and she hereby binds and obliges herself to grant to the second parties a perpetual right of servitude of storing water in Loch Katrine, and of drawing water from the said loch by means of the works, and for the purposes to be specified in the Act to be obtained as aforesaid, and with all such privileges as may be necessary to enable the second parties fully to carry into effect the foresaid purposes of the said Act.

Eighteenthly. The second parties bind and oblige themselves to pay to the first party all expenses incurred or to be incurred by her in connexion with this agreement, or preliminary or incident thereto, including the expenses of arbitrations; and they shall also pay the expenses of an engineer, to be appointed by the first party, to report upon the second parties' works when finished, and to measure the ground submerged by their works, it being the intention of the parties hereto that the first party shall be relieved of all expenses of every kind in any way connected with or arising out of this agreement and the said Act.

Nineteenthly. In respect the first party holds her estates under entail, this agreement is entered into by her so far as she can competently do so as an entailed proprietor, and subject to all the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, and Acts amending the same. The second parties accordingly bind and oblige themselves, after having obtained their Act, and before proceeding to construct the works on the said loch thereby authorised, or any of them, to serve all necessary notices of their intention to acquire lands, water rights, and others, and to take all necessary steps under the said Lands Clauses Acts, so as to put the first party in a position to convey to them the said lands, water rights, and others agreed to be conveyed to them as aforesaid, so far as the same may be necessary, with a view to the execution of the works thereby authorised, or of such portion thereof as the second parties may resolve to proceed with from time to time.

Lastly. The second parties bind and oblige themselves and their successors in office, and the first party, so far as she can competently do so as an entailed proprietor as aforesaid, binds and obliges herself and her foresaids to perform their several parts of this agreement under the penalty of one thousand pounds, to be paid by the party failing to the party observing or willing to observe her or their part hereof over and above performance; but declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon, and further, that in case the said Bill shall not pass into an Act, this agreement shall become null and void, and both parties shall be free from the whole conditions and stipulations herein contained, except that the second parties shall be bound to pay to the first party the whole expenses incurred or to be incurred by her in reference hereto as aforesaid, and both parties consent to the registration hereof for preservation and execution. In witness whereof

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A.D. 1885. these presents, written on this and the six preceding pages by Alexander Young, clerk to Messrs. Dundas and Wilson, clerks to the signet, Edinburgh (the word "any" on the twelfth line of page seventh being delete before subscription) are, together with a duplicate hereof, subscribed as follows, viz. :—By William McOnie and Alexander Waddel, two of, and acting by the authority and on behalf of the said Glasgow Corporation Waterworks Commissioners, at Glasgow, on the second day of February, in the year eighteen hundred and eighty-five, before these witnesses, John Bowers, writer, and James Brown, council officer, both of Glasgow aforesaid, and by the said Baroness Willoughby de Eresby at Grimsthorpe, Lincolnshire, on the third day of the month and year last mentioned, before these witnesses, Henry Curr, her Ladyship's commissioner, and David Bolt, butler to the said Baroness at Grimsthorpe aforesaid,

(Signed) HENRY CURR, witness.	(Signed) WILLOUGHBY DE ERESBY.
„ DAVID BOLT, witness.	
„ JOHN BOWERS, witness.	„ WILLIAM McONIE.
„ JAMES BROWN, witness.	„ ALEXANDER WADDEL.

I, the Honourable Gilbert Heathcote Drummond Willoughby, with consent of the Right Honourable Gilbert Henry Heathcote Drummond Willoughby Baron Aveland, my father, for all right and interest competent to me in the lands and other heritable subjects to which the foregoing agreement is applicable or any part thereof, do hereby confirm the foregoing agreement, and adopt the same as binding on me. In witness whereof these presents written by Alexander Young, clerk to Messrs. Dundas and Wilson, clerks to the signet, Edinburgh, are subscribed by the said Baron Aveland, at London, on the fourteenth day of May, one thousand eight hundred and eighty-five, before these witnesses, John Bowers, writer in Glasgow, and Thomas Pitt, clerk to Messrs. Simson, Wakeford, Goodhart and Medcalf, parliamentary agents in London; and by me, the said Gilbert Heathcote Drummond Willoughby, at Eton, on the fifteenth day of said month and year last mentioned, before these witnesses, John Limbrey Higgs, clerk to Messrs. Goodhart and Medcalf, solicitors in London, and the said John Bowers: Declaring that this testing clause from and after the words "In witness whereof" is written by the said John Bowers.

(Signed) JNO. L. HIGGS, witness.	(Signed) G. H. D. WILLOUGHBY.
„ JOHN BOWERS, witness.	
„ JOHN BOWERS, witness.	„ AVELAND.
„ THOS. PITT, witness.	

SCHEDULE C.

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AGREEMENT between MRS. JEMIMA SHERIFF MACGREGOR, of Glengyle, wife of George Sheriff Macgregor, residing at No. 5, Huntly Gardens, Glasgow, being the first party hereto, of the first part; and the MAGISTRATES AND COUNCIL OF THE CITY OF GLASGOW, Commissioners for executing and carrying into effect the purposes of the Act 18 and 19 Victoria, caput 118, intituled “ An Act to authorise and empower the Magistrates and Council of the City of Glasgow to supply with water the said city and suburbs thereof, and districts and places adjacent; to purchase and acquire the Glasgow Waterworks and the Gorbals Gravitation Works; and to introduce an additional supply of water from Loch Katrine, and for other purposes,” being the second parties hereto, of the second part.

WHEREAS with the view of affording a supply of water to the inhabitants of the city of Glasgow and suburbs, and districts and places adjacent, the second parties are entitled, in virtue of the Act of Parliament before mentioned (herein-after called the existing Act), to raise or store water in Loch Katrine, but not to a greater height than four feet above ordinary summer level, and to take water from the said loch, but not to draw down the water therein to a greater extent than three feet below such ordinary summer level, nor to withdraw or take from the loch for the supply of the said city, suburbs thereof, and districts and places adjacent, any greater quantity of water than fifty millions of gallons in any one day, reckoned from midnight to midnight.

And whereas the second parties, finding it necessary to provide an increased supply of water for the said city, suburbs thereof, and districts and places adjacent, are about to promote in Parliament a Bill to enable them, inter alia, to raise or store water in Loch Katrine to a height not exceeding five feet above the maximum height authorised by the existing Act, and to withdraw water from the said loch for the supply of the said city, suburbs thereof, and districts and places adjacent, to an extent not exceeding one hundred and ten millions of gallons in all, in any one day, reckoned as aforesaid.

And whereas the first party has proprietary rights in Loch Katrine, and in various lands adjoining that loch, in or through which lands some of the works proposed to be authorised by the Bill are proposed to be constructed.

And whereas the said first party has agreed not to oppose the said Bill, and to consent, so far as she is interested, to the same being passed into a law upon the terms and conditions herein-after written.

Therefore the said parties have agreed and do hereby agree and bind themselves mutually to each other as follows, namely:—

First. In the event of an Act being obtained on the said Bill, the second parties shall pay to the first party, or her successors, within six months after the

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A.D. 1885. — said Act shall receive the Royal Assent, with interest at the rate of five per centum per annum, from and after the day which shall be six months after the date when the said Act shall receive the Royal Assent during the not-payment, the sum of two hundred and fifty pounds sterling, as compensation for the right and privilege of storing in and taking from Loch Katrine an additional supply of water (that is to say), of storing therein water to a height not exceeding five feet above the maximum height to which they are by their existing Act authorised and entitled to raise and store the same, and of drawing water therefrom to an extent not exceed sixty millions of gallons in any one day, reckoned from midnight to midnight, in addition to the fifty millions of gallons which, by their existing Act, they are authorised to withdraw from the said loch during the like period of time, and for the right of access at all times to the said loch.

Secondly. The second parties shall further pay to the first party, over and above the foresaid sum of two hundred and fifty pounds, compensation for all damage of whatever kind, including severance, detour, amenity and other damage arising to her property adjoining Loch Katrine, by the raising of the level of the water of the loch to a height not exceeding five feet above the maximum height authorised by their existing Act, and the consequent submergence of and other damage to the adjoining lands belonging to her, or otherwise arising from the second parties' operations and works authorised by such Act, or which by this agreement they undertake to execute and perform: And the amount of such compensation shall be fixed and ascertained after the second parties have intimated their intention to the first party or her successors to proceed with the execution of the works, by the award of John Robertson, Esquire, Old Blair, Dunkeld, as sole arbiter, or, in the event of his death or refusal to act, failing the parties hereto agreeing upon the appointment of one arbiter then by the award of two arbiters—one to be chosen by each party—or of an oversman to be named by the said arbiters before entering on the reference, in case of their differing in opinion. The second parties shall also from time to time make full compensation, to be ascertained as aforesaid, for such further damage, if any, as may be occasioned from time to time to the first party's lands by the raising of the level of the water of the loch, or otherwise by the second parties' operations. The extent of the ground which will be submerged by the raising of the level of the water in the loch as aforesaid shall be ascertained by the second parties' engineer, and may be checked by an engineer appointed by the first party, and failing the said engineers agreeing in their measurement, the extent shall be ascertained by a neutral engineer to be chosen by the parties, or, failing their doing so, by an engineer to be appointed by the Lord Ordinary on the Bills on the application of either party, and the limits of the ground that may be so submerged shall be defined by stones, so as to show the five feet level, set in the ground at the sight of the parties hereto, but at the expense of the second party.

Thirdly. The second parties shall pay to the first party full compensation for all timber, copse wood and ornamental plantation on the first party's lands to be flooded or otherwise acquired, and also for all damage that may be done to timber or copse wood on her other lands by their works or operations as the

same shall be fixed and ascertained after the second parties have intimated their intention to the first party or her successor by the award of the said John Robertson, whom failing, as aforesaid. The amount of compensation found due under the references to arbitration herein-before provided for in this and the preceding article, shall be payable on the day of the date or last date of the interim or final award or awards, finding money compensation due, with interest thereon at the rate of five per centum per annum from the day when the level of the loch is raised as aforesaid, or when the second parties first began operations on the estate of Glengyle, during the not-payment of the principal sum. A.D. 1885.

Fourthly. It is specially agreed that sections fifty-eight, sixty-one, sixty-two, sixty-three, and sixty-four of the existing Act shall be re-enacted in the new Act to be obtained as aforesaid, and made applicable to the additional supply of water to be authorised by such new Act to be stored and taken. It shall also be a provision of such new Act that it shall not be lawful for the second parties to draw the water in Loch Katrine down to a greater extent than three feet below the ordinary summer level specified in section fifty-five of the existing Act without the previous consent in writing of all the owners or reputed owners of lands adjoining the said loch. With reference to section fifty-eight of the existing Act as made applicable to the additional supply of water to be taken as aforesaid, the first party agrees that in case at any time hereafter the second parties shall apply for and obtain power to take a further supply of water from other sources for the said city, suburbs thereof, and districts and places adjacent, and to convey the same into and out of Loch Katrine in its passage to Glasgow, it shall, so far as the first party and her successors are interested, be in the power of the second parties, notwithstanding the terms of the said section, to do so without making further compensation to the first party or her foreshaids in respect of the exercise of such power, and to convey out of the said loch the whole water so introduced from other sources, and that over and above the quantity which by such re-enacted section they may have power to take, but nothing herein contained shall be held as authorising the second parties at any time to raise the level of the water of Loch Katrine to a height exceeding five feet above the maximum height authorised by the existing Act or to draw it down to a greater extent than three feet below the ordinary summer level above mentioned.

Fifthly. In respect the land to be taken and submerged by the second parties along the Glengyle Water may at certain levels of the loch be offensive to the first party, it is specially provided that it shall be in the power of the first party, in the event of the second parties failing to do so, from time to time to cut the grass that may grow on such submerged land.

Sixthly. The second parties shall execute all necessary accommodation works, and in particular, but without prejudice to said generality:—

(First) They shall either raise or divert the road of access to Glengyle from the lodge thereof, so that such raised or diverted road shall not be less in breadth than the present road, and at its lowest points shall never be less than three feet above the raised level of the loch, and they shall be bound to protect such raised or diverted road from the action of the water,

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- and to fence the same where it may be considered dangerous for traffic, and shall be bound to make all requisite drains, conduits, and culverts for permitting a free flow, without injury to the road, of all water from the adjacent land and hills. The raising or diverting of said road shall be executed so that no water shall gather or lie on the north or landward side of the same ;
- (Second) They shall re-erect the present boat-house at Glengyle at or near the present site, at a proper elevation above the raised level of Loch Katrine, and with an access thereto by a channel on a level not higher than the present, and proper land access ;
- (Third) They shall erect at or near the present site a pier as substantial and suitable as that at present existing ;
- (Fourth) Whereas the raising of the water in Loch Katrine to the height foresaid will have the effect of submerging a portion of the bridle path over which the first party claims to have a servitude of access from Stronachlachar to her estate of Glengyle, the second parties agree and undertake to form a bridle path (on ground which they hereby bind themselves to take the Duke of Montrose bound to provide for that purpose) in substitution for the portion of the present bridle path so submerged, at a height above the proposed new maximum level of the said loch sufficient to prevent such substituted bridle path being at any time submerged, or any way affected by the water of the loch ;
- (Fifth) Where the continuation of the last-mentioned path through the estate of Glengyle shall be submerged by the raising of the level of the water in the loch, the second parties shall, at their own expense, form (on ground to be provided for that purpose by the first party) a substituted path, which they shall be bound to protect from the action of the water. Further, they shall be bound to make a bridge over Glengyle Water at the point where the path to be substituted or diverted as above provided for crosses said water, which bridge shall not be less substantial than the bridge which may be in existence at the time when the level of the loch is raised ;
- (Sixth) In respect that the lodge at Glengyle will be affected by the operations of the second parties, the second parties agree and undertake to pay to the first party such sum as will enable her to erect and construct another lodge of equal accommodation to the existing lodge, with necessary drains and receptacles for drainage ; and in the event of any difference of opinion between the parties as to the sum to be so paid, the same shall be fixed and determined by John Burnet, architect in Glasgow, or, failing him, some other person to be named by the sheriff of Lanarkshire, on the application of either of the parties, and the sum so determined shall be payable to the first party twelve months before any operations for raising the level of the water in the loch are commenced by the second parties ;
- (Seventh) In respect the existing road along the northern shore of Loch Katrine may at certain points be submerged or otherwise affected by the proposed raising of the level of the water in Loch Katrine, the second parties shall (on ground which they hereby bind themselves to take the

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Right Honourable Clementina Elizabeth Heathcote Drummond Willoughby Baroness Willoughby de Eresby bound to provide for that purpose) make a good and sufficient road by way of substitution for the existing road so far as the same may be so submerged or otherwise affected, or shall divert the existing road so far as the same may be so submerged or otherwise affected, so that such substituted or diverted road shall not at the east end of the loch where the road is exposed to the force of the waves be less at its lowest point than five feet, and at all other parts alongside the loch shall at its lowest point not be less than three feet above the highest level of the loch to which the second parties will be empowered to raise the water, and they shall be bound to protect such substituted or diverted road from the action of the water of the loch in all time coming, and shall be bound to make all requisite and sufficient drains, conduits, bridges, and culverts for permitting at all times the free flow, without injury to the road, of all water from the hills into the loch, and whatever right of way the said first party and her tenants or any of them have over the said existing road so far as such road may be submerged or diverted, or otherwise affected by the operations of the second parties, the second parties hereby agree and bind themselves to have transferred to the new or substituted portion of the said road to be formed by them, and it is hereby expressly provided and declared, that in the event of the road or footpath over which the said Baroness Willoughby de Eresby and her successors and tenants or others claim to have a right of way through the property of the first party, round the head of the said loch by Glengyle to Inversnaid or any part thereof, being wholly or partially submerged by the operations of the second parties, the first party and her foresaids shall allow and continue to the said Baroness Willoughby de Eresby and her foresaids or others the same right of way over any road or footpath which may be formed by the second parties in substitution for the existing road or footpath over which said right is claimed, or any portion thereof which may be submerged as aforesaid, as they at present possess with reference to the existing road or footpath ;

(Eighth) The second parties shall restore, to the satisfaction of the first party, all fences, drains and other works interfered with or injured during the course of construction of the works or at any time thereafter, and they shall maintain in all time coming the fences leading down to Loch Katrine from a point on each fence three yards above the highest level to which the second parties shall be empowered to raise the water of the said loch, and so that each and every fence between that point and the said loch will be good and sufficient at the highest, lowest and intermediate levels.

Seventhly. The second parties shall keep their works in repair after completion, and shall pay to the first party and her foresaids and their tenants, all damage that may be occasioned by the failure of their works, or by repairing or altering the same from time to time.

Eighthly. In the event of any difference of opinion arising between the parties as to the time, meaning, and effect of the stipulations contained in Articles Sixth and Seventh of this agreement or any of them, the same shall be referred to the amicable decision of John Robertson as sole arbiter, whom failing, as aforesaid.

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Ninthly. The second parties shall be responsible for all trespasses and damages to the property of the first party done by their contractors, workmen, watchmen and others their servants or in their employ, not only during the progress of their works, but also after their completion, and they shall at once remove any of their servants or others employed by them on cause shown by the first party or her foresaids of their poaching, trespassing or other misconduct.

Tenthly. The second parties shall have no right of fishing on Loch Katrine, or of shooting or sporting thereon, or on the first party's ground adjoining thereto and nothing herein contained shall in any way affect the first party's rights to keep or use boats of any kind on Loch Katrine, nor shall anything contained in this agreement infer any right or privilege to the second parties beyond what is expressly granted to them or conferred by law: Provided always that nothing herein contained shall be construed as authorising any of the persons using the said boats on Loch Katrine to pollute said loch to any extent, or to throw or discharge into the loch any matter or thing detrimental to the use for all domestic purposes of the water thereof.

Eleventhly. It is understood and agreed that over and above the payment to be made as aforesaid, the second parties shall pay to the tenants of the first party's lands, and relieve her and her foresaids of all claims at their instance for temporary or permanent damage that may be done to their respective possessions during their current leases, she and her foresaids being bound to allow the second parties, towards enabling them to settle the claims of such tenants, an annual percentage at the rate of three per centum on the value of the land taken as fixed by arbitration as aforesaid during the currency of such tenants' leases, with the option to the first party to be relieved of such annual allowances on her settling with her tenants in full of their claims, and procuring a discharge thereof in favour of the second parties.

Twelfthly. The second parties shall also free and relieve and scatheless keep the first party of and from all claims for compensation or damages which may be made by millowners or others interested in the waters of or flowing from Loch Katrine, consequent on the exercise of any of the powers of the Act to be obtained as aforesaid, or any defective or insufficient execution thereof, or any failure to execute the same, or arising in any other manner of way.

Thirteenthly. Upon payment of the sums that shall be ultimately ascertained to be due by the second parties, and interest thereon as aforesaid, the first party shall grant and hereby binds herself to grant to the second parties a perpetual right of servitude of storing water in Loch Katrine, and of drawing water therefrom by means of the works and for the purposes to be specified in the Act to be obtained as aforesaid, and with all such privileges as may be necessary to enable the second parties fully to carry into effect the foresaid purposes of the said Act.

Fourteenthly. The second parties bind themselves to pay to the first party all expenses incurred or to be incurred by her in connexion with this agreement, or preliminary or incident thereto, including the expenses of the arbitrations hereby provided for, and of all conveyances, deeds of servitude, or other necessary deeds, and they shall also pay the expenses of an engineer to be appointed by the first party to report upon the second parties' works when finished, and to measure the ground submerged by their works, it being the

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intention of the parties hereto that the first party shall be relieved of all expenses of every kind in any way connected with or arising out of this agreement and the said Act. A.D. 1885.

Fifteenthly. In respect the first party holds her estate under entail, this agreement is entered into by her, so far as she can competently do so as an entailed proprietrix, and subject to all the provisions of the Lands Clauses Consolidation (Scotland) Act, 1845, and Acts amending the same. The second parties accordingly bind themselves, after having obtained their Act and before proceeding to construct the works on the said loch thereby authorised, or any of them, to serve all necessary notices of their intention to acquire lands and water rights, and to take all necessary steps under the said Lands Clauses Acts so as to put the first party in a position to convey to them the lands and water rights agreed to be conveyed as aforesaid, so far as the same may be necessary with a view to the execution of the works thereby authorised, or of such portion thereof as the second parties may resolve to proceed with from time to time.

Lastly. The second parties bind themselves and their successors in office, and the first party, so far as she can competently do so as an entailed proprietrix as aforesaid, binds herself and her foresaids to perform their several parts of this agreement under the penalty of five hundred pounds sterling, to be paid by the party failing to the party observing or willing to observe her or their part hereof over and above performance, but declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon; and further, that in case the said Bill shall not pass into an Act, this agreement shall become null and void, and both parties shall be free from the whole conditions and stipulations herein contained, except that the second parties shall be bound to pay to the said first party the whole expenses incurred or to be incurred by her in reference hereto as aforesaid: And both parties consent to the registration hereof for preservation and execution. In witness whereof these presents duly stamped, written on this and the seven preceding pages by John Frew, junior, apprentice to James Quick, writer, Glasgow, for Mackenzie, Gardner and Alexander, writers there, are (under the declaration that the words "or to be incurred" occurring on the thirty-sixth line, counting from the top of page seventh hereof are delete before subscription) subscribed by the parties hereto in duplicate at Glasgow, as follows, videlicet, by William McOnie and William Wilson, two of and acting by authority and on behalf of the said Commissioners on the nineteenth day of March, eighteen hundred and eighty-five, before these witnesses, James Macgregor, clerk in the town clerk's office, Glasgow, and John Bowers, writer, Glasgow, and by the said Mrs. Jemima Sheriff Macgregor, on the twentieth day of the month and year last mentioned, before these witnesses, Ellen Gowan, cook, and Jessie Scott, housemaid, both in the employment of the said George Sheriff Macgregor, at five Huntly Gardens aforesaid.

(Signed) ELLEN GOWAN, witness.	(Signed) J. SHERIFF MACGREGOR.
„ JESSIE SCOTT, witness.	
„ JAMES MACGREGOR, witness.	„ WILLIAM McONIE.
„ JOHN BOWERS, witness.	„ WILLIAM WILSON.

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SCHEDULE D.

MINUTE OF AGREEMENT between The Right Honourable GEORGE STUART EARL OF MORAY, JOHN BUCHANAN HAMILTON, Esquire, of Leny, CATHERINE ELIZABETH GRACE BUCHANAN BAILLIE HAMILTON, of Cambusmore, wife of John Buchanan Baillie Hamilton, Esquire, of Cambusmore, with consent of her said husband, and he for his own right and interest, DAVID CARNEGIE, Esquire, of Stronvar, ROBERT JARDINE, Esquire, of Lanrick, and CHARLES STIRLING HOME DRUMMOND MORAY, Esquire, of Blairdrummond (herein-after called "the first parties") of the one part, and the MAGISTRATES AND COUNCIL OF THE CITY OF GLASGOW, Commissioners for carrying into effect the purposes of the Glasgow Corporation Waterworks Act, 1855 (herein-after called "the Commissioners") of the other part.

THE parties considering that by the Glasgow Corporation Waterworks Act, 1855 (herein-after called "the Act of 1855"), the magistrates and council of the city of Glasgow obtained power to introduce a supply of water from Loch Katrine into Glasgow, and that they and their successors in office were appointed Commissioners for executing and carrying into effect the purposes of the Act of 1855, and that by the fifty-seventh section of that Act the Commissioners were authorised to take from Loch Katrine for the supply of the said city, suburbs thereof, and places adjacent within the limits of the Act of 1855, a quantity of water not exceeding fifty millions of gallons in any one day, reckoned from midnight to midnight: And further, considering that the Commissioners are promoting a Bill in the present session of Parliament (herein-after called "the Bill") to authorise them to obtain an additional supply of water, to construct additional waterworks and other works, and for other purposes, and which additional supply the Bill asks authority to take from Loch Katrine, Loch Arklet, and the Arklet Water, and the streams, springs, and burns supplying or flowing into the same respectively: And further, considering that the first parties are apprehensive that injury may arise to the fishings in Loch Venacher and in the rivers Teith and Forth belonging, or reputed to belong to them respectively, by the execution of the works sought to be authorised by the Bill, and that after various meetings held between the parties hereto, they have resolved to enter into the following agreement with reference to the settlement of the first parties' claims of compensation in the event of the execution by the Commissioners of the works, or any of them, sought to be authorised by the Bill: Therefore the parties hereto have agreed,

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and hereby agree and bind and oblige themselves to each other as follows, A.D. 1885.
videlicet :—

First. A clause shall be inserted in the Bill to the following effect :—

For the protection of the owners of salmon fishings as in this section defined, the following provisions shall have effect and be binding on the Commissioners, and on such owners :—

- (1) The expression the owners of salmon fishings shall mean and include the owners of salmon fishings in the River Teith and in the River Forth, between the junction therewith of the River Teith and the cruives of Craigforth and their respective agents ;
- (2) The Commissioners shall, subject to the provisions of this section, discharge out of Loch Katrine into the Achray Water, a quantity of water in a continuous stream of not less than eight hundred thousand cubic feet, during every day of the year, reckoned from midnight to midnight, and shall further discharge out of Loch Venacher into the River Teith, over and above the quantity of compensation water provided for by section fifty-nine of the Act of 1855, a quantity of water (herein-after called "additional water") in a continuous stream of not less than two hundred and forty thousand cubic feet during every twelve hours between one o'clock in the afternoon and one o'clock in the morning following : Provided always that it shall be in the option of a majority of the owners of salmon fishings to determine from time to time whether the said two hundred and forty thousand cubic feet of water shall be discharged during such twelve hours of every day of the year, or whether the Commissioners shall discharge in lieu thereof a quantity of water of not less than nine hundred and sixty thousand cubic feet during such twelve hours of every day of the months of September, October and November of any year, and on intimation of such determination to the Commissioners, which intimation shall be given to them on or before the first day of December in any year, the Commissioners shall give effect thereto from and after the thirty-first day of the said month of December during the year ensuing, and thenceforward until intimation is made to them, by or on behalf of the majority aforesaid, of an alteration of such determination : Provided further, that notwithstanding anything in this section contained, it shall be in the power of a majority of the said owners and the Commissioners to arrange that the said additional water shall be discharged at other times and in different quantities : And further, and in addition, the Commissioners shall discharge from Loch Katrine into the River Teith as heretofore, all water which is not required or taken for the purposes of their undertaking ;
- (3) The Commissioners shall erect and construct, and for ever maintain, proper and sufficient measuring gauges over or through which the respective quantities of water from Loch Katrine into the Achray Water, and from Loch Venacher into the River Teith, herein-before provided for, shall flow or be discharged, and sections sixty-one, sixty-two and sixty-

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three of the Act of 1855 shall apply to the owners of salmon fishings in the same manner and to the same extent as those sections apply to the owners or reputed owners and other parties mentioned in those sections, and those sections shall also apply to the owners of salmon fishings, and to the gauges and the quantities of water herein-before provided for ;

- (4) Nothing in this section contained shall prejudice or affect the provisions of section sixty of the Act of 1855, or the rights of the Commissioners thereunder.

Second. An additional proviso shall be added to the clause of the Bill, the marginal note of which is "Extent to which water may be taken from Loch Katrine," to the following effect :—

Provided further that nothing in this section contained shall limit or affect the rights of the owners of salmon fishings, herein-after in this Act referred to, or of any persons who shall have any interest in the said further supply of water or other sources to object to the Commissioners taking such further supply from such other sources, or to oppose any application which the Commissioners may hereafter make to Parliament for that purpose.

Third. The Commissioners shall pay to the first parties and their successors the sum of two thousand three hundred and thirty pounds which the first parties shall accept, as in full satisfaction of every claim which the first parties have or can make in any way in respect of the abstraction by the Commissioners, under the powers sought by the Bill, of water from Loch Katrine flowing from the Loch Katrine watershed, and specially but without prejudice to the said generality in respect of all loss or injury to their respective fishings in any way arising from any of the operations of the Commissioners by or by reason of the execution of any of the works proposed to be authorised by the Bill, or by the exercise of any of the provisions of the Bill, and such payment shall be made either at the first term of Whitsunday or Martinmas that shall happen after the commencement of the works for increasing the additional storage of water at Loch Katrine sought to be authorised by the Bill, or at the first of the said terms that shall happen after the first day on which the Commissioners shall draw from Loch Katrine for the purposes of their undertaking more than fifty millions of gallons in any one day, reckoned from midnight to midnight (of both of which events the Commissioners shall give immediate intimation to the first parties) whichever of these events shall first happen, together with interest at five per centum per annum on the said sum from the time it becomes due till payment: In the event of there being any dispute as to the date when the said sum shall be payable, the same shall be decided by the sheriff principal of Perthshire on the application to him of any of the first parties, and providing that the interests of the first parties respectively in the said sum and interest shall be fixed and determined by a sole arbiter to be nominated by them, and failing their doing so, by a sole arbiter to be nominated by the said sheriff, on the application of any of the first parties. Such of the first parties who are heirs of entail may and shall accept of the portions of the said sum and interest to be found payable to them as aforesaid, and their receipt therefor shall be a sufficient

discharge, as in full of all claims that can arise in the premises to them and to the heirs of entail succeeding to them respectively. A.D. 1885.

Fourth. The Commissioners shall pay to the agent of the first parties for their behoof so soon as practicable after the Bill shall receive the Royal Assent, the sum of four hundred and fifty pounds in full of the expenses incurred by the first parties in relation to the Bill from and after the fifth day of April, one thousand eight hundred and eighty-five.

Fifth. In the event of there being any discrepancy between this agreement and the provisions in the Bill relating to the matters contained in the agreement, the provisions in the Bill shall prevail.

Sixth. In respect of the foregoing provisions of this agreement, the first parties agree to withdraw their petition against the Bill.

Lastly. This agreement is made subject to the sanction of Parliament, and to such alterations as Parliament may think fit to make herein, and shall be scheduled to and confirmed by the Bill, and in case the Bill shall not pass into an Act, this agreement shall become null and void, and both parties shall be free from the whole conditions and stipulations herein contained, except that the Commissioners shall be bound to pay to the first parties the said sum of expenses as aforesaid, and both parties consent to the registration hereof for preservation and execution. In witness whereof these presents written by Edwin Sutherland, clerk in the town clerk's office, Glasgow, are (along with a duplicate hereof) subscribed by the parties hereto as follows, viz., by William McOnie, lord provost, and William Wilson, councillor, both of the city of Glasgow, two of and acting by authority and on behalf of the Commissioners at Glasgow, on the eleventh day of May, eighteen hundred and eighty-five, before these witnesses, the said Edwin Sutherland and Peter Alexander, clerk in the said town clerk's office; by the said John Buchanan Hamilton, at London, on the fourteenth day of May and year last mentioned, before these witnesses, William Malcolm, parliamentary agent, London, and Robert Green, servant to the said Robert Jardine, and residing at 24, St. James' Place, St. James' Street, London; by the said Charles Stirling Home Drummond Moray, at Douglas House, Petersham, on the fifteenth day of May and year last mentioned, before these witnesses, Arthur Edward Whitmore Drummond Forbes, residing at Millearne, near Auchterarder, Perthshire, and Lieutenant-Colonel Henry Edward Stirling Home Drummond Moray, younger, of Blairdrummond, Perthshire; by the said Earl of Moray, at London, on the eighth day of June and year last mentioned, before these witnesses, Martha Parsley and Sarah Williams, both housemaids, residing at 4, York Street, St. James', London; by the said Catherine Elizabeth Grace Buchanan Baillie Hamilton and John Buchanan Baillie Hamilton, both at Callander, on the twelfth day of June and year last mentioned, before these witnesses, William McMichael, solicitor, Callander, and David Chrystal, clerk to Barty and Thomson, solicitors, Dunblane, by the said Robert Jardine, at London, on the sixteenth day of June and year last mentioned, before these witnesses, the said William Malcolm and Charles Carlton, valet to the said Robert Jardine, and residing

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A.D. 1885. at 24, St. James' Place aforesaid ; and by the said David Carnegie, at Stronvar, on the nineteenth day of June and year last mentioned, before these witnesses, James McEwen, clerk to the said Barty and Thomson, and James Carnegie, of Aytonhill, Fifeshire.

(Signed) MARTHA PARSLEY, witness.	(Signed) MORAY.
„ SARAH WILLIAMS, witness.	
„ W. MALCOLM, witness.	„ J. B. HAMILTON.
„ ROBERT GREEN, witness.	
„ WILLIAM McMICHAEL, witness.	„ C. BUCHANAN BAILLIE HAMILTON.
„ DAVID CHRYSTAL, witness.	„ J. B. B. HAMILTON.
„ JAMES McEWEN, witness.	„ DAVID CARNEGIE.
„ JAMES CARNEGIE, witness.	
„ W. MALCOLM, witness.	„ R. JARDINE.
„ CHARLES CARLTON, witness.	
„ ARTHUR DRUMMOND FORBES, witness.	„ C. STIRLING HOME DRUMMOND MORAY.
„ H. E. H. DRUMMOND MORAY, witness.	
„ EDWIN SUTHERLAND, witness.	„ WILLIAM McONIE.
„ PETER ALEXANDER, witness.	„ WILLIAM WILSON.

SCHEDULE E.

MINUTE OF AGREEMENT between the MAGISTRATES AND TOWN COUNCIL OF STIRLING for themselves and as taking burden on them for Cowane's Hospital and the first Minister of the Town of Stirling (herein-after called the "first parties"), GEORGE AULDJO JAMIESON, chartered accountant in Edinburgh, curator bonis to George Frederick William Callander, Esq., of Craighforth (herein-after called the "second party") of the one part, and the MAGISTRATES AND COUNCIL OF THE CITY OF GLASGOW, Commissioners for executing and carrying into effect the purposes of the Glasgow Corporation Waterworks Act, 1855 (herein-after called "the Commissioners,") of the other part.

THE parties considering that by the Glasgow Corporation Waterworks Act 1855, herein-after called "the Act of 1855," the Magistrates and Council of the City of Glasgow obtained power to introduce a supply of water from Loch

Katrine into Glasgow, and that they and their successors in office were appointed Commissioners for executing and carrying into effect the purposes of the Act of 1855, and that by the fifty-seventh section of that Act the Commissioners were authorised to take from Loch Katrine for the supply of the said city, suburbs thereof, and places adjacent within the limits of the Act of 1855, a quantity of water not exceeding fifty millions of gallons in any one day reckoned from midnight to midnight, and that by the seventy-ninth section of the said Act, on the narrative that the first parties and the tutor for the second party apprehended that injury might arise to the fishings on the rivers Forth and Teith belonging to them, or in which they are respectively interested as therein and herein-after mentioned from the operations of the Commissioners under the provisions of the said Act both while the works thereby authorised were in the course of construction and after the same should have been completed, it was enacted that the Commissioners should pay to the said first parties the sum of eighty pounds yearly in full of all claim of compensation in any way competent to them in the premises, both for themselves and as taking burden on them for the several hospitals, and for the charitable institutions of which they are patrons, and also for the first Minister of the town of Stirling, as owners of or otherwise interested in salmon fishings in the River Forth above the shore of Stirling, and in the River Teith so far as they have right thereto, and that the said Commissioners should also pay to the said George Frederick William Callander, as owner of the cruives and salmon fishings of Craigforth, part of the entailed estate of Craigforth, and to the heirs of entail succeeding to him in the said estate, being owners of the said cruives and salmon fishings, whom failing, to the owner of the same for the time being, the sum of forty pounds yearly in full of all claim of compensation for injury to the said cruives and salmon fishings or otherwise, such compensation to the said parties respectively being in respect of all loss or injury to their respective fishings in any way arising from the operations of the Commissioners under the said Act, or from the execution of any of the works authorised by the said Act, both while in the course of construction and after the same should have been completed, the said payments being due at the terms therein mentioned, all as specified in the said Act: And further, considering that the Commissioners are promoting a Bill in the present session of Parliament (herein-after called "the Bill") to authorise them to obtain an additional supply of water, to construct additional waterworks and other works, and for other purposes, and which additional supply the Bill asks authority to take from Loch Katrine, Loch Arklet, and the Arklet Water and the streams, springs, and burns supplying or flowing into the same respectively: And further, considering that the first and second parties are apprehensive that further injury may arise to their said fishings by the execution of the works sought to be authorised by the Bill, and that after various meetings held between the parties hereto they have resolved to enter into the following agreement with reference to the settlement of the first and second parties' claims of compensation in the event of the execution by the third parties of the works, or any of them, sought to be authorised by the Bill: Therefore the parties hereto have agreed, and hereby agree and bind and oblige themselves to each other as follows, videlicet:—

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1. The Commissioners shall pay to the first parties and their successors the sum of eighty pounds yearly, and to the second party and to his successors in office, or to the said George Frederick William Callander, and his heirs and successors, proprietors of the cruives and salmon fishings of Craigforth the sum of forty pounds yearly as in full satisfaction of every claim which these parties have or can make in any way in respect of the abstraction by the Commissioners, under the powers sought by the Bill, of water from Loch Katrine, flowing from the Loch Katrine watershed, and specially, but without prejudice to the said generality, in respect of all loss or injury to their respective fishings in any way arising from any of the operations of the Commissioners by or by reason of the execution of any of the works proposed to be authorised by the Bill, or by the exercise of any of the provisions of the Bill, and the first of such yearly payments shall be made by the Commissioners to the first and second parties respectively either at the first term of Whitsunday or Martinmas that shall happen after the expiration of one year from the commencement of the works for increasing the additional storage of water in Loch Katrine sought to be authorised by the Bill, or at the expiration of one year following the first day on which the Commissioners shall draw from Loch Katrine for the purposes of their undertaking more than fifty millions of gallons in any one day, reckoned from midnight to midnight (of both of which events the Commissioners shall give immediate intimation to the first and second parties), whichever of these events shall first happen, and which payments shall be continued at the same term of Whitsunday or Martinmas yearly thereafter in all time coming, together with interest at five per centum per annum on the said termly payments from the dates at which they respectively fall due until paid, and that in addition to the respective annual payments of eighty pounds and forty pounds payable to the first and second parties respectively under the seventy-ninth section of the Act of 1855. In the event of there being any dispute as to the date when the first of the said additional yearly payments becomes due, the same shall be decided by the sheriff principal of Perthshire, on the application to him of either of the first or second parties.

2. A clause shall be inserted in the Bill in the following terms:—

For the protection of the owners of salmon fishings, as in this section defined, the following provisions shall have effect and be binding on the Commissioners, and on such owners:—

- (1) The expression the owners of salmon fishings shall mean and include owners of salmon fishings in the River Teith and in the River Forth, between the junction therewith of the River Teith and the cruives of Craigforth and their respective agents;
- (2) The Commissioners shall, subject to the provisions of this section, discharge out of Loch Katrine into the Achray Water, a quantity of water in a continuous stream of not less than eight hundred thousand cubic feet, during every day of the year, reckoned from midnight to midnight, and shall further discharge out of Loch Venacher into the River Teith, over and above the quantity of compensation water provided for by section fifty-nine of the Act of 1855, a quantity of water (herein-after called

“additional water”) in a continuous stream of not less than two hundred and forty thousand cubic feet during every twelve hours between one o'clock in the afternoon and one o'clock in the morning following: Provided always that it shall be in the option of a majority of the owners of salmon fishings to determine from time to time whether the said two hundred and forty thousand cubic feet of water shall be discharged during such twelve hours of every day of the year, or whether the Commissioners shall discharge in lieu thereof a quantity of water of not less than nine hundred and sixty thousand cubic feet during such twelve hours of every day of the months of September, October and November of any year, and on intimation of such determination to the Commissioners, which intimation shall be given to them on or before the first day of December in any year, the Commissioners shall give effect thereto from and after the thirty-first day of the said month of December during the year ensuing, and thenceforward until intimation is made to them, by or on behalf of the majority aforesaid, of an alteration of such determination: Provided further, that notwithstanding anything in this section contained, it shall be in the power of a majority of the said owners and the Commissioners to arrange that the said additional water shall be discharged at other times and in different quantities: And further, and in addition, the Commissioners shall discharge from Loch Katrine into the River Teith as heretofore, all water which is not required or taken for the purposes of their undertaking;

(3) The Commissioners shall erect and construct, and for ever maintain, proper and sufficient measuring gauges over or through which the respective quantities of water from Loch Katrine into the Achray Water, and from Loch Venacher into the River Teith, herein-before provided for, shall flow or be discharged, and sections sixty-one, sixty-two and sixty-three of the Act of 1855 shall apply to the owners of salmon fishings, in the same manner and to the same extent as those sections apply to the owners or reputed owners and other parties mentioned in those sections, and those sections shall also apply to the owners of salmon fishings, and to the gauges and the quantities of water herein-before provided for;

(4) Nothing in this section contained shall prejudice or affect the provisions of section sixty of the Act of 1855, or the rights of the Commissioners thereunder.

3. An additional proviso shall be added to the clause of the Bill, the marginal note of which is “Extent to which water may be taken from Loch Katrine,” to the following effect:—

Provided further that nothing in this section contained shall limit or affect the rights of the owners of salmon fishings, herein-after in this Act referred to, or of any persons who shall have any interest in the said further supply of water or other sources to object to the Commissioners taking such further supply from such other sources, or to oppose any application which the Commissioners may hereafter make to Parliament for that purpose.

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4. It is agreed that the Commissioners shall pay the first parties for behoof of themselves and the second party and the Forth Navigation Commissioners and the proprietors of salmon fishings in the Teith, as soon as practicable after the Bill shall receive the Royal Assent, the sum of one hundred and fifty pounds in full of the expenses they have incurred in relation to the Bill up to the fifth day of April, one thousand eight hundred and eighty-five.

5. A clause empowering and authorising the first parties and the second party to accept the yearly payments hereby agreed to be paid to them respectively in full of all compensation that could arise to or be claimed in the premises by them respectively shall be inserted in the Bill.

6. In the event of there being any discrepancy between this agreement and the provisions in the Bill relating to the matters contained in this agreement, the provisions in the Bill shall prevail.

7. In respect of the foregoing provisions of this agreement, the first and second parties agree to withdraw their petition against the Bill.

Lastly. This agreement is made subject to the sanction of Parliament and to such alterations as Parliament may think fit to make herein, and shall be scheduled to and confirmed by the Bill; and in case the Bill shall not pass into an Act, this agreement shall become null and void, and all parties shall be free from the whole conditions and stipulations herein contained, except that the Commissioners shall be bound to pay the first parties the said sum of expenses as aforesaid, and all parties consent to the registration hereof for preservation and execution. In witness whereof these presents, written on the face of the sheet of paper by Hugh Brown, clerk to William Adam Loch, parliamentary agent, Westminster, for Thomas Littlejohn Galbraith, town clerk, Stirling, are, along with a duplicate hereof, subscribed by the parties hereto as follows:—by Robert Yellowlees, provost, George Kinross, Archibald Forrest, and James Gray, bailies, David Crocket, treasurer, Robert Mercer, dean of guild, William Monteith Brown, Thomas Laidlaw, James Young, William Dowdy, Thomas Menzies, Andrew Colquhoun, and Archibald Watt, councillors, all of the said burgh of Stirling, being a majority and quorum of the said magistrates and town council of Stirling, at Stirling, the twelfth day of May, one thousand eight hundred and eighty-five, before these witnesses, David Graham White and Peter Wallace Low, both clerks to the said Thomas Littlejohn Galbraith, and by the order of the said magistrates and councillors the common seal of the said burgh is hereunto affixed; by the said George Auldjo Jamieson, curator bonis foresaid, at Edinburgh, the thirteenth day of May and year last mentioned, before these witnesses, Thomas Whitson, chartered accountant, Edinburgh, and Robert Bayne, clerk to Messrs. Lindsay Jamieson and Haldane, chartered accountants, Edinburgh; and by William McOnie, lord provost, and William Wilson, councillor, both of the city of Glasgow, two of and acting by authority and on behalf of the Commissioners as follows:—by the said William McOnie at Glasgow, the thirteenth day of May and year last mentioned, before these witnesses, Robert Renwick writer, Glasgow, and James Brown, council officer there, and by the said William Wilson, at London, the fifteenth day of May and

year last mentioned, before these witnesses, William Johustone, writer, Glasgow, A.D. 1885.
 and John Bowers, writer there.

	(Signed)	ROBERT YELLOWLEES, Provost.
	„	GEO. KINROSS, Bailie.
	„	ARCHD. FORREST, Bailie.
(Signed)	DAVID G. WHITE, witness.	„ JAMES GRAY, Bailie.
„	PETER W. LOW, witness.	„ DAVID CROCKET, Tr.
		„ ROBERT MERCER, D. of G.
„	THOMAS WHITSON, witness.	„ WILLIAM M. BROWN, Cr.
„	ROBERT BAYNE, witness.	„ THO. LAIDLAW, Cr.
		„ JAMES YOUNG, Cr.
„	ROB. RENWICK, witness.	„ WILLIAM DOWDY, Cr.
„	JAMES BROWN, witness.	„ THOS. MENZIES, Cr.
		„ ANDREW COLQUHOUN, Cr.
„	W. JOHNSTONE, witness.	„ ARCHD. WATT, Cr.
„	JOHN BOWERS, witness.	



(Signed)	GEO. AULDJO JAMIESON, Curator Bonis.
„	WILLIAM McONIE, Lord Provost.
„	WILLIAM WILSON.

SCHEDULE F.

MINUTE OF AGREEMENT between the COMMISSIONERS OF THE GLASGOW CORPORATION WATERWORKS (herein-after called the "first parties") of the one part, and the COMMISSIONERS OF THE FORTH NAVIGATION acting under the local Act 6 & 7 Victoria, chap. 47, intituled "An Act for improving and regulating the navigation of the River Forth from Alloa to Stirling, and works connected therewith; and for other purposes relating thereto" (herein-after called the "second parties") of the other part.

THE parties considering that the Lord Provost, Magistrates, and Town Council of the City of Glasgow, having in the year one thousand eight hundred and fifty-five promoted in Parliament the Bill which was afterwards passed into a law under the title of "The Glasgow Corporation Waterworks Act, 1855," (herein-after called "the Act of 1855,") for the purpose of introducing a supply

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A.D. 1885. of water from Loch Katrine into Glasgow, and for other purposes, the second parties were apprehensive that the navigation of the Forth, which is by the second mentioned Act committed to the second parties, might be injuriously affected by the operations intended by the said Bill, and that after various meetings and negotiations had between committees of the said parties, it was arranged that the said Magistrates and Town Council of Glasgow should pay the second parties the sum of seven thousand pounds, which sum the second parties agreed to accept in full of all compensation which they could in any way claim for any injury which the navigation of the River Forth could sustain by the operations to be authorised by the Act to follow on the said Bill; as the said arrangement is set forth in a Minute of Agreement between the said Lord Provost, Magistrates and Town Council of Glasgow and the second parties, dated twentieth February and tenth March, one thousand eight hundred and fifty-five: And further considering that the said Bill was passed into a law as aforesaid, and that the works authorised thereby have been constructed, and that the said sum of seven thousand pounds was duly paid to the second parties: And further considering that the first parties are promoting in the present session of Parliament a Bill (herein-after called "the Bill") to authorise them to obtain an additional supply of water, to construct additional waterworks and other works, and for other purposes, and which additional supply is to be taken from Loch Katrine, Loch Arklet, and the Arklet Water, and the streams, springs, and burns supplying or flowing into the same respectively: And further considering that the second parties are apprehensive that the navigation of the Forth under their charge will be injuriously affected by such abstraction of water and by the construction of the works proposed to be authorised by the Bill: And further considering that the depth of water at the ferry near Stirling, called the Abbey Ferry, may also be injuriously affected: And further considering that the second parties have presented a petition to Parliament against the Bill: Therefore the parties have agreed and hereby agree and bind and oblige themselves to each other, in manner following, videlicet:—

1. The first parties shall pay to the second parties the sum of four thousand five hundred pounds as in full satisfaction of every claim which the second parties have or can make in any way in respect of the abstraction by the first parties, under the powers sought by the Bill, of water from Loch Katrine, flowing from the Loch Katrine watershed, and specially, but without prejudice to the said generality, in full of all claims for any injury which the said navigation of the River Forth or the said Abbey Ferry can sustain by the operations to be authorised by the Bill, and which sum shall be paid by the first parties to the second parties in three yearly instalments as follows, videlicet, the first instalment of one thousand five hundred pounds shall be payable either at the first term of Whitsunday or Martinmas that shall happen after the expiration of one year from the commencement of the works for increasing the storage of water in Loch Katrine, sought to be authorised by the Bill, or at the expiration of one year following the first day on which the first parties shall withdraw from Loch Katrine for the supply of their undertaking more than fifty millions of gallons in any one day, reckoned from midnight to midnight, whichever of these events shall first happen (and of both of which events the first parties

shall give immediate intimation to the second parties); the second instalment of one thousand five hundred pounds shall be payable one year after the date when the first instalment becomes due; and the third instalment of one thousand five hundred pounds being the balance of the said principal sum, shall be payable one year after the second instalment becomes due; with interest at five per centum on the said several instalments from the time they severally become due till payment. In the event of there being any dispute as to the date when the first instalment is payable, the same shall be decided by the sheriff principal of Perthshire, on the application of the second parties.

2. The second parties may, out of the moneys paid to them by the first parties, expend a sum not exceeding one thousand five hundred pounds in constructing, or may contribute a sum not exceeding that amount towards the expense of constructing a foot-bridge across the river, at or near the Abbey Ferry, or in deepening and improving the channel of the River Forth at or near the said ferry, or generally in improving the means of transit at the said ferry.

3. It is agreed that the first parties shall pay to the second parties for behoof of themselves and the magistrates and town council of Stirling, as soon as possible after the Royal Assent has been given to the Bill, the sum of two hundred and twenty-five pounds for expenses incurred by them in relation to the Bill since the fifth day of April, one thousand eight hundred and eighty-five.

4. Nothing in this agreement shall prejudice or affect the provisions of section sixty of the Act of 1855, or the rights of the Commissioners thereunder.

Lastly. This agreement is made subject to such alterations as Parliament may think fit to make herein, and in case the Bill shall not pass into an Act this agreement shall become null and void and both parties shall be free from the whole conditions and stipulations herein contained except that the first parties shall be bound to pay to the second parties the said sum of expenses as aforesaid, and both parties consent to the registration hereof for preservation and execution. In witness whereof these presents, written on the face of this sheet of paper by Hugh Brown, clerk to William Adam Loch, parliamentary agent, Westminster, for Thomas Littlejohn Galbraith, town clerk, Stirling, are along with a duplicate hereof subscribed (under the declaration that the word "Act" on the ninth line from the top is deleted before subscription) by the parties hereto as follows:—by Robert Yellowlees, provost, George Kinross, Archibald Forrest, and James Gray, bailies, David Crocket, treasurer, Robert Mercer, dean of guild, William Monteith Brown, Thomas Laidlaw, James Young, William Dowdy, Thomas Menzies, Andrew Colquhoun, and Archibald Watt, councillors, all of the burgh of Stirling, being a quorum of the said Commissioners of the Forth Navigation, at Stirling, the twelfth day of May, one thousand eight hundred and eighty-five, before these witnesses, David Graham White and Peter Wallace Low, both clerks to the said Thomas Littlejohn Galbraith, and by William McOnie, lord provost, and William Wilson, councillor, both of the city of Glasgow, two of and acting by authority and on behalf

[Ch. cxxxvi.] *Glasgow Corporation Waterworks* [48 & 49 VICT.]
Act, 1885.

A.D. 1885. of the said Commissioners of the Glasgow Corporation Waterworks, as follows :
—by the said William McOnie, at Glasgow, the thirteenth day of May and
year last mentioned, before these witnesses, Robert Renwick, writer, Glasgow,
and James Brown, council officer there, and by the said William Wilson, at
London, the fifteenth day of May and year last mentioned, before these
witnesses, William Johnstone, writer, Glasgow, and John Bowers, writer there.

(Signed) DAVID G. WHITE, witness.	(Signed) WILLIAM McONIE, Lord Provost.
„ PETER W. LOW, witness.	„ WILLIAM WILSON:
„ ROB. RENWICK, witness.	„ ROBERT YELLOWLEES, Provost.
„ JAMES BROWN, witness.	„ GEO. KINROSS, Bailie.
„ W. JOHNSTONE, witness.	„ ARCHD. FORREST, Bailie.
„ JOHN BOWERS, witness.	„ JAMES GRAY, Bailie.
	„ DAVID CROCKET, Tr.
	„ ROBERT MERCER, D. of G.
	„ WILLIAM M. BROWN, Cr.
	„ THO. LAIDLAW, Cr.
	„ JAMES YOUNG, Cr.
	„ WILLIAM DOWDY, Cr.
	„ THOS. MENZIES, Cr.
	„ ANDREW COLQUHOUN, Cr.
	„ ARCHD. WATT, Cr.

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