



CHAPTER cxi.

An Act to authorise the Commissioners of the Glasgow Corporation Waterworks to construct deviations of their aqueduct and works in the counties of Perth and Stirling and for other purposes. A.D. 1892.
[20th June 1892.]

WHEREAS by the Glasgow Corporation Waterworks Act 1855 (herein-after called the Act of 1855) the magistrates and council of the city and royal burgh of Glasgow (in this Act called the Commissioners) were appointed Commissioners for carrying into effect the purposes of that 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 royal burgh 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 those 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 the Glasgow Corporation Waterworks Amendment Act 1860 the Glasgow Corporation Waterworks Amendment Act 1865 the Glasgow Corporation Waterworks Amendment Act 1866 the Glasgow Corporation Waterworks Amendment Act 1873 the Glasgow Corporation Waterworks Amendment Act 1877 the General Police and Improvement (Scotland) Act 1862 Order Confirmation (Glasgow) Act 1877 the Glasgow Corporation Waterworks Amendment Act 1879 (herein-after called the Act of 1879) the Glasgow Corporation Waterworks Amendment Act 1882 (herein-after called the Act of 1882) the Glasgow Corporation Waterworks Act 1885 (herein-after called the Act of 1885) and the City of Glasgow Act 1891 (and those

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892. Acts and the Act of 1855 are in this Act called the recited Acts):

And whereas it is expedient that the Commissioners should be authorised to construct and maintain deviations of the aqueduct authorised by the Act of 1885 to purchase and acquire lands way-leaves and other rights of property therefor and to abandon so much of that aqueduct as is rendered unnecessary by the works by this Act authorised:

And whereas it is expedient that the Commissioners should be authorised to provide water for the supply of motive power by hydraulic pressure or otherwise:

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 large sums of money have been expended upon the construction of the works authorised by the Acts of 1882 and 1885 and a considerable time will yet elapse before the same can be completed and be capable of yielding revenue and it is expedient that the Commissioners should be empowered to postpone the operation of the sinking funds provided by section 21 of the Act of 1882 and section 45 of the Act of 1885:

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

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

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

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

Short title.

1. This Act may be cited as the Glasgow Corporation Waterworks Act 1892 And this Act and the recited Acts may be cited together as the Glasgow Corporation Waterworks Acts 1855 to 1892.

2. The Lands Clauses Acts 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 and except the words "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" in section 44 of that Act) 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 by this Act) incorporated with and form part of this Act.

A.D. 1892.
—
Incorporation of Acts.

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 respectively mean the Commissioners the expression the railway means the works by this Act authorised the expression the undertaking means the undertaking by this Act authorised the expression the sheriff means the sheriff of the county of Stirling or Perth as the case may be and the city means the city and royal burgh of Glasgow.

Interpretation.

4. Subject to the provisions of this Act the Commissioners may make and maintain in the lines and according to the levels shown on the deposited plans and sections the deviation aqueducts hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The works hereinafter referred to are—

Power to construct works.

(1) An aqueduct commencing in the parish of Aberfoyle in the county of Perth by a junction with the aqueduct authorised by the Act of 1885 at a point thereon 350 yards or thereabouts measuring in a south-westerly direction from the south-west corner of the farmhouse of Frenich and terminating in the parish of Drymen in the county of Stirling by a junction with the aqueduct authorised by the Act of 1885 at a point thereon 384 yards or thereabouts measuring in a north-westerly direction from the north-west corner of the farmhouse of Temple Ballat ;

(2) An aqueduct commencing in the parish of Killearn in the county of Stirling by a junction with the aqueduct authorised

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892.

by the Act of 1885 at a point thereon 400 yards or thereabouts measuring in a south-easterly direction from the south-east corner of the farmhouse of Townhead such point being also 407 yards or thereabouts measuring in a north-easterly direction from the north-east corner of the farmhouse of Ibert and terminating in the parish of Strathblane in the county of Stirling by a junction with the aqueduct authorised by the Act of 1885 at a point thereon 362 yards or thereabouts measuring in an easterly direction from the east corner of the farmhouse of East Ballewan.

Limits of deviation.

5. 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.

Power to take easements &c. by agreement.

6. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts 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 or privileges as aforesaid respectively.

Additional land.

7. The Commissioners may from time to time for the purposes of this Act acquire by agreement or feu any quantity of land not exceeding in the whole ten acres but nothing in this Act shall exempt the Commissioners from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any lands acquired under the provisions of this section.

New works to form part of Commissioners undertaking.

8. 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 undertaking of the Commissioners.

Portions of authorised works may be abandoned.

9. The Commissioners may abandon the construction of the works authorised by the Act of 1885 next herein-after described namely :—

(1) The portion of the aqueduct authorised by the Act of 1885 rendered unnecessary by the construction of the Deviation Aqueduct No. 1 by this Act authorised ;

(2) The portion of the aqueduct authorised by the Act of 1885 rendered unnecessary by the construction of the Deviation Aqueduct No. 2 by this Act authorised. A.D. 1892.

10. The abandonment by the Commissioners under the authority of this Act of any portion of any works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Commissioners on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of the work and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Commissioners to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation (Scotland) Act 1845 the Waterworks Clauses Act 1847 or the Act of 1885. Compensation for damage to land by entry for purposes of works abandoned.

11. Where before the passing of this Act any contract has been entered into or notice given by the Commissioners for the purchasing of any land for the purposes of or in relation to any portions of the works authorised to be abandoned by this Act the Commissioners shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Commissioners to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation (Scotland) Act 1845 for determining the amount and application of compensation paid for lands taken under the provisions thereof. Compensation to be made in respect of works abandoned

12. The time limited by the Act of 1882 for the completion of the reservoir and other works authorised by that Act shall be and the same is hereby extended until the third day of July one thousand eight hundred and ninety-seven and section 14 of the Act of 1882 shall be read and construed as if the third day of July one thousand eight hundred and ninety-seven had been the time limited by that Act for the completion of the said reservoir and other works. Extension of time for the completion of the Craig-maddie Reservoir authorised by the Act of 1882.

13. The agreement made between the Most Noble Douglas Beresford Malise Ronald Duke of Montrose of the one part and the Confirming scheduled agreements.

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892. Commissioners of the other part of which a copy is set forth in the First Schedule to this Act and the agreement between the Right Honourable Gilbert Henry Heathcote Drummond Willoughby Baron Willoughby de Eresby of the first part the said Baron Willoughby de Eresby and the Honourable Gilbert Heathcote Drummond Willoughby his eldest son of the second part and the Commissioners of the third part of which a copy is set forth in the Second Schedule to this Act and the agreement between the trustees under the post nuptial contract between George Sheriff MacGregor and Mrs. Jemima MacGregor or Sheriff MacGregor with consent therein mentioned of the one part and the Commissioners of the other part of which a copy is set forth in the Third Schedule to this Act are hereby confirmed and made binding on the respective parties thereto.

Period for compulsory purchase of lands.

14. The powers of the Commissioners for compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to provide water for hydraulic purposes.

15. The Commissioners may from time to time provide either from any of their existing sources of supply or from any other source water under pressure for the purpose of supplying motive power by hydraulic pressure for any purposes to which such power is or may be applicable they may use any of their existing buildings works machinery mains pipes and other apparatus for that purpose or erect lay down and maintain any other buildings works machinery mains pipes and other apparatus which may be necessary on their own lands or on lands to be acquired by them by agreement with any person they may make agreements with any person or company for obtaining supplies of water for such purpose from any sources of water supply belonging to such person or company they may acquire and work any patents relating to the supply of water under pressure for the purpose of supplying motive power by hydraulic pressure but not so as to acquire any exclusive rights in such patents and they may supply any person or company with water under pressure for the purposes aforesaid at such rates and charges and upon such terms and conditions as may from time to time be fixed by them in the manner provided for by section 22 of the Act of 1879 with respect to the supplies of water mentioned in that section :

Provided that the Commissioners shall not use any existing mains and pipes for the supply of water under this section at a greater pressure than one hundred and twenty-five pounds to the square inch.

[55 & 56 VICT.] *Glasgow Corporation Waterworks Act, 1892.* [Ch. cxi.]

16. Except as regards supplies of water for hydraulic purposes under section 15 of this Act it is hereby provided that in all cases where pumped water may for the first time after the passing of this Act be supplied by the Commissioners to consumers for other than domestic purposes within any districts inside the city by meter and also in all cases where pumped water may for the first time after the passing of this Act be supplied by the Commissioners to householders or other consumers within any districts outside the city by meter or otherwise the Commissioners may charge the cost of pumping such water in addition to the usual charge for water supplied by gravitation. The cost of such pumping so far as regards domestic supply to householders outside the city shall be charged against and paid by the owner of the premises so supplied and the cost of such pumping so far as regards supplies for other than domestic purposes shall be charged against and paid by the occupier of the premises so supplied or the person using the water.

A.D. 1892
—
Provision as to charges for the supply of pumped water.

Nothing in this Act shall prejudice alter or affect the powers of the Commissioners under section 39 of the City of Glasgow Act 1891.

17. In levying receiving and recovering the rates and charges authorised by sections 15 and 16 of this Act and section 39 of the City of Glasgow Act 1891 the Commissioners shall have and be entitled to exercise the same powers and remedies as are competent to them under the recited Acts and the Acts incorporated therewith in respect to the levying receiving and recovering of the other rates and charges for water supplied by them.

Power received of rates and charges

18. The Commissioners shall not under the powers of this Act take 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.

Restriction on taking houses of labouring class.

For the purposes of this section the expression labouring class means and includes mechanics artisans 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 such persons who may be residing with them.

19. The Commissioners may from time to time borrow for the purpose of carrying out the powers conferred upon them by the recited Acts and this Act any sum or sums of money not exceeding two hundred and fifty thousand pounds in addition to the moneys

Power to borrow.

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

authorised to be borrowed by the recited Acts and they may again borrow any sums which may be repaid by them from time to time otherwise than by means of the sinking funds provided by the recited Acts and any moneys so borrowed by them shall be deemed to have been borrowed under the powers and for the purposes of the recited Acts and this Act and shall form part of the moneys authorised to be borrowed under the recited Acts and the maximum sum which may be borrowed under the recited Acts is hereby increased accordingly.

20. Section 45 of the Act of 1885 as amended by this Act shall be and is hereby made applicable to the moneys authorised to be borrowed under this Act.

21. 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 two hundred and fifty thousand 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 the provisions of that Act shall be applicable and shall apply to the borrowing power by this Act granted to the Commissioners :

Provided always that any agreement for composition for the payment of stamp duty on transfers of stock as provided for in Schedule 3A of the Loans Act shall be made in accordance with the provisions of the Stamp Act 1891.

22. Section 7 of the Act of 1855 so far as it relates to the constitution of a quorum at all meetings of the Commissioners shall be read and construed as if the words twenty-five were therein inserted instead of the word fifteen.

23. Notwithstanding anything contained in section 46 of the Act of 1885 requiring the sinking fund and accumulations thereof thereby provided to be applied to the redemption of annuities only the Commissioners may from and after the passing of this Act apply such sinking fund and accumulations either to the redemption of annuities mortgages and funded debt or to the repayment of moneys borrowed by them from the Glasgow Corporation Loans Fund.

24. Notwithstanding anything contained in section 21 of the Act of 1882 and section 45 of the Act of 1885 the Commissioners

[55 & 56 VICT.] *Glasgow Corporation Waterworks Act, 1892.* [Ch. cxi.]

may if they think it expedient so to do postpone the operation of the sinking funds required to be set apart in respect of moneys borrowed for the execution of the several works thereby authorised for a period of five years from and after the passing of this Act.

A.D. 1892.
—
and section
45 of Act of
1885.

25. Except as in this Act otherwise provided nothing herein contained shall prejudice alter or diminish the rights powers and privileges of the Commissioners of the several police burghs within the limits of supply of the Commissioners under the provisions of the Waterworks Clauses Act 1847.

General
saving clause.

26. The costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the 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.

A.D. 1892.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AGREEMENT between the Most Noble 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" the Acts amending the same and the Glasgow Corporation Waterworks Act 1885 being the second parties hereto of the second part.

WHEREAS the second parties are promoting in the present session of Parliament a Bill to empower the construction of deviations of the aqueduct and works in the counties of Perth and Stirling authorised by the said Act of 1885 and also to make further provision for the preservation of the purity and preventing the fouling of the water in or flowing into Loch Katrine and Loch Arklet and to enter into agreements with the owners of the lands comprehended within the watersheds of these lochs to restrict the erection of dwelling-houses and other buildings upon such lands and otherwise :

And whereas parts of the lands and estates of which the first party is institute or heir of entail in possession are included within the said watersheds of Loch Katrine and Loch Arklet :

And whereas the first party has agreed not to oppose the Bill and to consent 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 and their respective successors mutually to each other as follows :—

Firstly. The first party agrees and binds himself to the second parties not to erect dwelling-houses or other buildings of any kind upon his lands comprehended within the watersheds of Loch Katrine and Loch Arklet as such lands are delineated and coloured pink on a plan subscribed in triplicate by the parties as relative hereto one copy whereof is deposited in the office of the sheriff clerk of the county of Perth but without prejudice to the rights of the first party to add to and enlarge existing buildings including the hotel at Stronachlachar or to replace existing buildings on the said lands by buildings of the same class and

[55 & 56 VICT.] *Glasgow Corporation Waterworks* [Ch. cxi.]
Act, 1892.

for the same purpose or to erect not more than two shooting lodges on said lands with two cottages for gamekeepers or to erect on said lands such other buildings as may be necessary in connexion exclusively with the agricultural or pastoral use of the same or to make such additions to those buildings as may be necessary as aforesaid Provided always that the number of dwelling-houses to be erected on said lands in addition to the seven dwelling-houses at present thereon shall be restricted to accommodation for three families which rights are hereby reserved to the first party in as full force as if this agreement had not been entered into. A.D. 1892.

Secondly. The first party agrees not to place or (so far as he is entitled to prevent it) to allow to be placed on Loch Katrine any greater number of steam-boats than are at present thereon excepting such as may be necessary for the conveyance of tourists and others between Stronachlachar and the Trossachs and vice versâ or in connexion with the fishing and shooting rights of the first party or his sporting tenants in or on that loch And he further agrees not to give right to any persons not having houses within the watersheds of Loch Katrine and Loch Arklet to place boats of any kind on the said lochs or either of them but nothing herein contained shall prejudice the existing rights of any other person or persons to place a boat or boats on the said lochs or either of them.

Thirdly. From and after the date when the Bill confirming this agreement shall receive the Royal Assent the first party and his heirs and singular successors in the said lands and others and their feuars and lessees or other third parties deriving right from them or any of them shall be and are hereby prohibited in all time coming from erecting houses or buildings on the said lands and others or any part thereof saving as herein-before mentioned and from placing steamboats on Loch Katrine other than as aforesaid and from giving permission to any person not having a house within the watersheds of Loch Katrine or Loch Arklet or either of them to place other boats on the said lochs or either of them but without prejudice as aforesaid The prohibitions herein-before set forth shall be enforceable by way of interdict or otherwise at the instance of the second parties against any person infringing or attempting to infringe the same A notarial instrument or notarial instruments or other appropriate deed shall be expedite and recorded in the appropriate register of sasines on behalf of the second parties setting forth at length the restrictions and limitations contained in the first and second clauses and referring to the lands to which they respectively apply and also the provisions of this clause which provisions shall be verbatim inserted in the said instrument or instruments or other deed.

Fourthly. As compensation to the first party for or in respect of the restrictions and limitations herein-before undertaken by him for himself and his foresaids the second parties shall pay to the first party or his foresaids the sum of eight thousand pounds sterling at the first term of Whitsunday or Martinmas after the Bill shall receive the Royal Assent with interest at the rate of five per centum per annum from and after that date during the not-payment and in respect the first party holds the lands which are subject to the provisions of this agreement under two separate deeds of entail the said sum of eight thousand pounds shall be apportioned between the two entailed estates by John Macrae civil engineer Edinburgh whose determination in that behalf shall be recorded in the books of council and session and shall be final and binding upon all parties and the sums apportioned to the said estates respectively shall be consigned in bank in manner

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892. — provided by and subject to the conditions contained in the Lands Clauses Consolidation (Scotland) Act 1845 with reference to owners possessing their lands under entail.

Fifthly. Whereas in order to secure that the sewage from the Stronachlachar Hotel which stands in close proximity to Loch Katrine should not enter the loch the second parties some time ago constructed and subsequently carried on at their own expense certain works for disposing thereof without a formal agreement having in the first instance been entered into between the first party and them with reference thereto but subsequently by an agreement which is dated 31st March and 6th April both in the year 1891 and recorded in the books of council and session 12th March 1892 it was arranged between the said parties that during the subsistence of the said agreement the carrying on of the said works should be continued by the second parties at their own expense in the manner and subject to the conditions specified therein And whereas it was in the said agreement provided that it should be in the power of either of the parties at any time to put an end to the agreement by giving to the other party in writing six months previous notice of their intention to terminate the same It has now been agreed between the parties hereto that they shall renounce and discharge as they hereby renounce and discharge for ever the right which they respectively have of putting an end to the said agreement as aforesaid and they declare that the said agreement shall not hereafter be terminable by either party but shall subsist in perpetuity for regulating the disposal of the sewage from the hotel and also from the adjoining buildings connected therewith and also from the buildings at Stronachlachar belonging to the second parties Provided always that nothing herein contained shall impose upon the second parties any obligation to deal with the sewage from the said hotel and buildings to a greater extent than the present sewage works are capable of dealing with effectively Except in so far as hereby altered the said agreement of 1891 is hereby confirmed in all respects.

Sixthly. Whereas the second parties desire to acquire a piece of additional ground adjoining that upon which the superintendent's cottage at Loch Dhu stands which additional ground extends to 1 rood 22 poles and 83 decimal parts of a pole or thereby imperial measure and is delineated and coloured blue on the plan or sketch subscribed as relative hereto they hereby agree to purchase from the first party and he agrees to sell the same to them at the rate of £300 per imperial acre payable at the first term of Whitsunday or Martinmas after the Bill receives the Royal Assent with interest thereon at the rate of five per centum per annum during the not-payment Before payment or consignment of the said price by the second parties the first party shall grant to them a disposition of the said ground containing all usual clauses.

Seventhly. Subject to what is contained in article fifth hereof the provisions of this agreement shall be in addition to and not in substitution for or in derogation of any existing powers possessed by and provisions conceived in favour of the second parties for guarding against fouling the water in and flowing into Loch Katrine and Loch Arklet.

Eighthly. The second parties shall pay and so free and relieve the first party of all expenses incurred or to be incurred by him in or with reference to this agreement and the preliminary negotiations incident thereto and all expenses which may be incurred by him on account of or in relation to the Bill.

[55 & 56 VICT.] *Glasgow Corporation Waterworks* [Ch. cxi.]
Act, 1892.

Ninthly. 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 entail 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 themselves after having obtained the Act to follow on the said Bill to serve (so far as necessary) notices of their intention to acquire land and to take under the said Lands Clauses Act all steps necessary for putting the first party in a position to convey the land to them and to make the restrictions and limitations which he has herein-before undertaken for himself and his foresaids valid and effectual as against the succeeding heirs of entail. A.D. 1892

Lastly. The second parties bind themselves and their successors in office and the first party so far as he can competently do so as an entailed proprietor binds himself and his foresaids to perform their several parts of this agreement under the penalty of £500 to be paid by the party failing to the party observing or willing to observe his or their part thereof over and above performance Declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon but if any material alteration is made thereon either party shall be at liberty to withdraw therefrom Further 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 second parties shall be bound to pay to the first party the whole expenses incurred or to be incurred by him in reference hereto as aforesaid Declaring always that the term "the first party" shall in this agreement be held to include and comprehend his heirs and successors in the said lands and estates And both parties consent to the registration hereof for preservation and execution.

In witness whereof these presents written on this and the three preceding pages by Peter Donaldson clerk to Messieurs Dundas and Wilson clerks to the signet Edinburgh (the words "in writing" being added by interlineation after the word "party" in the ninth line of page third and the words "in clause sixthly" in the forty-fifth line of the same page being delete) are subscribed as follows videlicet By the said Douglas Beresford Malise Ronald Duke of Montrose at Edinburgh on the twenty-fourth day of March eighteen hundred and ninety-two before these witnesses George Morison Paul clerk to the signet Edinburgh and David Marshall clerk to Messieurs Dundas and Wilson aforesaid and by Alexander Osborne and Alexander Waddel two of and acting by the authority and on behalf of the said Glasgow Corporation Waterworks Commissioners both at Glasgow on the eleventh day of April and year last mentioned before these witnesses John Bowers writer Glasgow and Thomas Miller Foubister clerk in the town clerk's office Glasgow Declaring that this testing clause from and after the words "In witness whereof" is written by Robert Alexander McGuffie clerk to the said Messieurs Dundas and Wilson.

GEORGE M. PAUL Witness
DAVID MARSHALL Witness.
JOHN BOWERS Witness.
THOS. M. FOUBISTER Witness.

MONTROSE.

ALEXANDER WADDEL.
ALEX. OSBORNE.

A.D. 1892.

THE SECOND SCHEDULE.

AGREEMENT between the Right Honourable GILBERT HENRY HEATHCOTE DRUMMOND WILLOUGHBY BARON WILLOUGHBY DE ERESBY being the first party hereto of the first part the said BARON WILLOUGHBY DE ERESBY and the Honourable GILBERT HEATHCOTE DRUMMOND WILLOUGHBY his eldest son being the second parties hereto of the second part and the MAGISTRATES AND TOWN COUNCIL OF THE CITY OF GLASGOW Commissioners for executing and carrying into effect the purposes of the Act 18 & 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" the Acts amending the same and the Glasgow Corporation Waterworks Act 1885 being the third parties hereto of the third part.

WHEREAS the third parties are promoting in the present session of Parliament a Bill to empower the construction of deviations of the aqueduct and works in the counties of Perth and Stirling authorised by the said Act of 1885 and also to make further provision for the preservation of the purity and preventing the fouling of the water in or flowing into Loch Katrine and to enter into agreements with the owners of the lands comprehended within the watershed of that loch and to restrict the erection of dwelling-houses and other buildings upon such lands and otherwise :

And whereas the first party is heir of entail in possession of the lands and estates of Drummond part of which is included within the said watershed of Loch Katrine and the said Baron Willoughby de Eresby and Gilbert Heathcote Drummond Willoughby being the second parties hereto are respectively liferenter and fiar of the lands of Portnellan and Collichra and others part of which is included within the said watershed :

And whereas the first party and the second parties for their several and respective rights and interests have agreed not to oppose the said Bill and to consent to the same being passed into a law upon the terms and conditions herein-after written :

Therefore the whole parties hereto have agreed and do hereby agree and bind themselves and their respective successors mutually to each other as follows viz. :—

Firstly. The first party as heir of entail foresaid and the second parties as liferenter and fiar of the said lands of Portnellan and Collichra and others severally and respectively agree and bind themselves to the third parties not to erect dwelling-houses or other buildings of any kind upon their lands comprehended within the watershed of Loch Katrine as such lands so far as held under

entail by the first party are delineated and coloured red and so far as held in liferent and fee respectively by the second parties are delineated and coloured blue on the plan subscribed in triplicate by the parties as relative hereto one copy whereof is deposited in the office of the sheriff clerk of the county of Perth but without prejudice to the rights of the first party and the second parties respectively to add to and enlarge existing buildings or to replace existing buildings on the said lands by buildings of the same class and for the same purpose or to erect not more than one shooting lodge in addition to the existing shooting lodge on the said lands with one cottage for a gamekeeper or to erect on the said lands such other buildings as may be necessary in connexion exclusively with the agricultural or pastoral use of the same or to make such additions to those buildings as may be necessary as aforesaid. Provided always that the number of dwelling-houses to be erected on said lands in addition to the eight dwelling-houses at present thereon shall be restricted to accommodation for three families which rights are hereby reserved to the first party and the second parties respectively in as full force as if this agreement had not been entered into.

Secondly. The first party and the second parties for their respective interests agree not to place or (so far as they are entitled to prevent it) to allow to be placed on Loch Katrine any greater number of steamboats than are at present thereon excepting such as may be necessary for the conveyance of tourists and others between the Trossachs and Stronachlachar and vice versâ or in connexion with the fishing and shooting rights of the first party and the second parties respectively or their respective sporting tenants in or on the loch and they further agree not to give right to any persons not having houses within the watershed of the loch (other than the tenant of the Trossachs Hotel for the time) to place boats of any kind on the loch but nothing herein contained shall prejudice the existing rights of any other person or persons to place a boat or boats on the loch.

Thirdly. From and after the date when the Bill confirming this agreement shall receive the Royal Assent the first party and the second parties and their respective heirs and singular successors in the said lands and others and their respective feuars and lessees or other third parties deriving right from them or any of them shall be and are hereby prohibited in all time coming from erecting houses or buildings on the said lands and others or any part thereof saving as herein-before mentioned and from placing steamboats on Loch Katrine other than as aforesaid and from giving permission to any person not having a house within the watershed of Loch Katrine to place other boats on the said loch but without prejudice as aforesaid. The prohibitions herein-before set forth shall be enforceable by way of interdict or otherwise at the instance of the third parties against any person infringing or attempting to infringe the same. A notarial instrument or notarial instruments or other appropriate deed shall be expedite and recorded in the appropriate register of sasines on behalf of the third parties setting forth at length the restrictions and limitations contained in the first and second clauses and referring to the lands to which they respectively apply and also the provisions of this clause which provisions shall be verbatim inserted in the said instrument or instruments or other deed.

Fourthly. As compensation to the first party and the second parties respectively for or in respect of the restrictions and limitations herein-before undertaken by him and them for himself and themselves and their foresaids respectively the third parties shall pay to the first party or his foresaids the sum of eight thousand

[Ch. cxi.] . *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892.

pounds sterling and to the second parties and their foresaids the sum of six hundred pounds sterling which sums shall be payable to the parties respectively at the first term of Whitsunday or Martinmas after the Bill shall receive the Royal Assent with interest at the rate of five per centum per annum from and after that term during the not-payment. In respect the first party holds the lands which are subject to the provisions of this agreement under entail the said sum of eight thousand pounds shall be consigned in bank in manner provided by and subject to the conditions contained in the Lands Clauses Consolidation (Scotland) Act 1845 with reference to owners possessing their lands under entail.

Fifthly. The provisions of this agreement shall be in addition to and not in substitution for or in derogation of any existing powers possessed by and provisions conceived in favour of the third parties for guarding against fouling the water in and flowing into Loch Katrine.

Sixthly. The third parties shall pay and so free and relieve the first party and the second parties respectively of all expenses incurred or to be incurred by him or them or either of them in or with reference to this agreement and the preliminary negotiations incident thereto and all expenses which may be incurred by him and them respectively on account of or in relation to the Bill.

Seventhly. 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 entail proprietor and subject to all the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 and Acts amending the same. The third parties accordingly bind themselves after having obtained the Act to follow on the said Bill to take all necessary steps under the said Lands Clauses Act so as to put the first party in a position to make the restrictions and limitations which he has herein-before undertaken for himself and his foresaids valid and effectual as against the succeeding heirs of entail.

Lastly. The third parties bind themselves and their successors in office and the first party so far as he can competently do so as an entail proprietor binds himself and his foresaids and the second parties bind themselves respectively and their 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 his or their part thereof over and above performance. Declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon but if any material alteration is made thereon either party shall be at liberty to withdraw therefrom. Further in case the said Bill shall not pass into an Act this agreement shall become null and void and all the parties shall be free from the whole conditions and stipulations herein contained except that the third parties shall be bound to pay to the first party and the second parties respectively the whole expenses incurred or to be incurred by him or them or either of them in reference hereto as aforesaid. Declaring always that the terms "the first party" and "the second parties" shall in this agreement be held to include and comprehend their respective heirs and successors in the said lands and estates. And the whole parties consent to the registration hereof for preservation and execution.

In witness whereof these presents written on this and the four preceding pages by James Bruce clerk to Messieurs Dundas and Wilson clerks to the signet Edinburgh (the word "the" being added by interlineation after the word "of" in the seventh line of page third) are subscribed in duplicate as follows videlicet

[55 & 56 VICT.] *Glasgow Corporation Waterworks* [Ch. cxi.]
Act, 1892.

By the said Gilbert Henry Heathcote Drummond Willoughby Baron Willoughby de Eresby and the said Gilbert Heathcote Drummond Willoughby both at Normanton Park Rutland on the twelfth day of March eighteen hundred and ninety-two before these witnesses William Bragg groom of the chambers and Robert Foard footman both at Normanton Park and by Alexander Osborne and Alexander Waddel two of and acting by the authority and on behalf of the said Glasgow Corporation Waterworks Commissioners both at Glasgow on the eleventh day of April and year last mentioned before these witnesses John Bowers Writer Glasgow and Thomas Miller Foubister clerk in the town clerk's office Glasgow. A.D. 1892.

WILLIAM BRAGG Witness.

ROBERT FOARD Witness.

JOHN BOWERS Witness.

THOS. M. FOUBISTER Witness.

WILLOUGHBY DE ERESBY.

G. H. D. WILLOUGHBY.

ALEX. OSBORNE.

ALEXANDER WADDEL.

THE THIRD SCHEDULE.

AGREEMENT between GEORGE SHERIFF MACGREGOR formerly designed George Sheriff junior Merchant in Glasgow now residing at No. 5 Huntly Gardens Glasgow and Mrs. JEMIMA MACGREGOR or Sheriff MacGregor of Glengyle daughter of the late James MacGregor of Glengyle and wife of the said George Sheriff MacGregor the remaining Trustees original and assumed acting under post-nuptial contract entered into between the said George Sheriff MacGregor of the one part and the said Mrs. Jemima MacGregor or Sheriff MacGregor of the other part dated the 25th day of May 1872 with consent of the said Mrs. Jemima MacGregor or Sheriff MacGregor for her individual interest in the premises and of the said George Sheriff MacGregor for his interest and as taking burden on him for his said wife being the first parties hereto of the first part and the MAGISTRATES AND TOWN COUNCIL OF THE CITY OF GLASGOW Commissioners for executing and carrying into effect the purposes of the Act 18 and 19 Vict. cap. 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" the Acts amending the same and the Glasgow Corporation Waterworks Act 1885 being the second parties hereto of the second part.

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892.

WHEREAS the second parties are promoting in the present session of Parliament a Bill to empower the construction of deviations of the aqueduct and works in the counties of Perth and Stirling authorised by the said Act of 1885 and also to make further provision for the preservation of the purity and preventing the fouling of the water in or flowing into Loch Katrine and to enter into agreements with the owners of the lands comprehended within the watershed of that loch and to restrict the erection of dwelling-houses and other buildings upon such lands and otherwise :

And whereas parts of the lands and estate of Glengyle of which the first parties are proprietors are included within the said watershed of Loch Katrine :

And whereas the first parties have agreed not to oppose the said Bill and to consent to the same being passed into law upon the terms and conditions herein-after written :

Therefore the said parties hereto have agreed and do hereby agree and bind themselves and their respective successors mutually to each other as follows viz. :—

Firstly. The first parties agree and bind themselves as trustees foresaid to the second parties not to erect dwelling-houses or other buildings of any kind upon the said lands and estate so far as comprehended within the watershed of Loch Katrine as such lands and estate are delineated and coloured pink on the plan subscribed in triplicate by the parties as relative hereto one copy whereof is to be deposited in the office of the sheriff clerk of the county of Perth but without prejudice to the rights of the first parties not only to add to and enlarge existing buildings or any of them and to replace either on the present site or on another site or sites existing buildings or any of them on the said lands and estate by buildings of the same class though not necessarily of the same size or style of architecture and to be used for the same purpose but also to build on such site or sites on said lands and estate as the first parties may think fit one further or additional dwelling-house for the accommodation of one family with suitable offices to erect on said lands such other or additional buildings not being dwelling-houses as may be necessary in connexion exclusively with the agricultural or pastoral use of the same or to make such additions to these buildings as may be necessary as aforesaid and to convert if as and when the first parties may think fit any portion or portions of the existing farm offices or any offices that may be substituted for said existing farm offices into a dwelling-house for the accommodation of one family and that in addition to the building at said farm offices presently occupied as a dwelling-house and which may continue to be so used and occupied all which rights are hereby specially reserved to the first parties in as full force as if this agreement had not been entered into.

Secondly. The first parties agree not to place or (so far as they are entitled to prevent it) to allow to be placed on Loch Katrine any greater number of steam-boats than are at present thereon excepting such as may be deemed necessary for the conveyance of tourists and others between the Trossachs Glengyle and Stronachlachar and vice versâ or in connexion with the fishing and shooting rights of the first parties or their sporting tenants in or on Loch Katrine It is moreover also understood that the first parties and their tenants shall be entitled to have one but not more than one steam launch or steam yacht on Loch Katrine and the first parties further agree not to give right to any persons not having

[55 & 56 VICT.] *Glasgow Corporation Waterworks* [Ch. cxi.]
Act, 1892.

houses within the watershed of the loch to place boats of any kind on the loch but nothing herein contained shall prejudice the existing rights of every other person or persons to place a boat or boats on the loch. A.D. 1892.

Thirdly. From and after the date when the Bill confirming this agreement shall receive the Royal Assent the first parties and their successors in the said lands and estate and their feuars and lessees or other third parties deriving right from them or any of them shall be and are hereby prohibited in all time coming from erecting houses or buildings on the said lands and estate or any part thereof saving as herein-before mentioned and from placing steam boats or a steam launch or steam yacht on Loch Katrine other than as aforesaid and from giving permission to any person not having a house within the watershed of Loch Katrine to place boats thereon other than and without prejudice as aforesaid. The prohibitions herein-before set forth shall be enforceable by way of interdict or otherwise at the instance of the second parties against any person infringing or attempting to infringe the same. A notarial instrument or notarial instruments or other appropriate deed shall be expedite and recorded in the appropriate register of sasines on behalf of the second parties setting forth at length the restrictions and limitations contained in the first and second clauses and referring to the lands to which they respectively apply and also the provisions of this clause which provisions shall be verbatim inserted in the said instrument or instruments or other deeds.

Fourthly. As compensation to the first parties for or in respect of the restrictions and limitations herein-before undertaken by them the second parties shall pay to the first parties or their successors the sum of £1,000 sterling which sum shall be payable at the first term of Whitsunday or Martinmas after the said Bill shall receive the Royal Assent with interest at the rate of five per centum per annum from and after that term during the not-payment.

Fifthly. The provisions of this agreement shall be in addition to and not in substitution for or in derogation of any existing powers possessed by and provisions conceived in favour of the second parties for guarding against fouling the water in and flowing into Loch Katrine.

Sixthly. The second parties shall pay and so free and relieve the first parties of all expenses incurred or to be incurred by them in or with reference to this agreement and the preliminary negotiations incident thereto and all expenses which may be incurred by them on account of or in relation to the said Bill.

Seventhly. In respect the first parties hold the said lands and estate as trustees foresaid this agreement is entered into by them so far as they can competently do so as such trustees.

Lastly. The second parties bind themselves and their successors in office and the first parties bind themselves as trustees foresaid and their successors so far as they can competently do so to perform their several parts of this agreement under the penalty of £500 sterling to be paid by the party failing to the party observing or willing to observe their respective parts thereof over and above performance. Declaring always that this agreement is made subject to such alterations as Parliament may think fit to make thereon but if any material alteration is made thereon either party shall be at liberty to withdraw therefrom. Further in case the said Bill shall not pass into an Act this agreement shall become null and void and both the parties hereto shall be free from the whole conditions and stipulations herein contained except that the second parties shall

[Ch. cxi.] *Glasgow Corporation Waterworks* [55 & 56 VICT.]
Act, 1892.

A.D. 1892. be bound to pay to the first parties the whole expenses incurred or to be incurred
— by them as aforesaid Declaring always that the term "the first parties" shall in
this agreement include and comprehend their successors in the said lands and
estate And both parties hereto consent to the registration hereof for preservation
and execution.

In witness whereof these presents written on this and the two preceding pages
of stamped paper by John Marcus clerk in the town clerk's office Glasgow are (to-
gether with the plans before referred to) subscribed in duplicate by the parties hereto
as follows videlicet By the said George Sheriff MacGregor and Jemima Sheriff
MacGregor at Glasgow on the twenty-sixth day of March eighteen hundred and
ninety-two before these witnesses Robert Mackenzie writer Glasgow and Charles
Wilkinson Smith clerk to Messieurs Mackenzie Gardner and Alexander writers
there and by Alexander Osborne and Alexander Waddel two of and acting by
the authority and on behalf of the said Glasgow Corporation Waterworks
Commissioners both at Glasgow on the eleventh day of April and year last
mentioned before these witnesses John Bowers writer Glasgow and Thomas
Miller Foubister clerk in the town clerk's office there.

ROBERT MACKENZIE Witness.

CHAS. W. SMITH Witness.

JOHN BOWERS Witness.

THOS. M. FOUBISTER Witness.

G. SHERIFF MACGREGOR.

J. SHERIFF MACGREGOR.

ALEX. OSBORNE.

ALEXANDER WADDEL.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.