



CHAPTER ccxxvi.

An Act to enable the Provost Magistrates and Town Council of the Royal Burgh of Forres to purchase the undertaking of the Forres Water Company Limited to authorise them to construct new works and to supply water to the Royal Burgh of Forres and the parishes of Forres Rafford and Dallas in the county of Elgin.

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[12th August 1898.]

WHEREAS in the year one thousand eight hundred and forty-five certain persons formed themselves into a company under the name of the Forres Joint Stock Water Company (herein-after called "the original company") under a contract of co-partnery for a period of fifty years for the purpose of supplying water to the royal burgh of Forres in the county of Elgin and the suburbs thereof with a capital of two thousand pounds divided into four hundred shares of five pounds each and thereafter proceeded to construct the works required for obtaining such supply and on the completion of those works furnished such a supply as was then required for the wants of the inhabitants of the burgh:

And whereas by reason of the increasing demand for water it subsequently became necessary to make use of additional sources of supply and to construct works for obtaining and distributing the water so obtained and for these purposes the capital of the original company was increased from time to time to five thousand pounds in shares and nine hundred pounds was raised by borrowing:

And whereas on the expiration of the contract of co-partnery of the original company a new company entitled the Forres Water Company Limited (herein-after called "the Company") was incorporated under the Companies Acts 1862 to 1890 with a capital of six thousand pounds divided into one thousand shares of six pounds each which Company acquired the business property assets and liabilities of the original company and since then have continued to supply water to the royal burgh of Forres the suburbs thereof and

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the districts through which their water pipes were laid which area is included in the parishes of Forres Rafford and Dallas in the county of Elgin :

And whereas the whole of the capital of the Company has been subscribed and is fully paid up and the Company have borrowed on loan nine hundred pounds :

And whereas the lands and water rights of the Company are now held by them on limited grants or leases and their powers are found to be insufficient to enable them to continue to afford an adequate supply of water within the said royal burgh and parishes :

And whereas the demand for water in the royal burgh and parish of Forres and the parishes of Rafford and Dallas has largely increased and is likely still further to increase :

And whereas it is expedient that provision be made for transferring to the provost magistrates and town council of the royal burgh of Forres (herein-after called "the Commissioners") the undertaking of the Company and that the agreement between the Company and the Commissioners as set forth in the First Schedule to this Act should be confirmed :

And whereas it is expedient that the Commissioners should be authorised to construct the new works in this Act described and have the other powers hereby granted :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans of the lands authorised to be acquired under the powers of this Act and also books of reference thereto 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 clerk for the county of Elgin and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

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

Short title.

1. This Act may be cited as the Forres Water Act 1898.

Incorporation of general Acts.

2. The following Acts and parts of Acts (except where expressly varied by this Act) are incorporated with this Act namely :—

The Lands Clauses Acts :

The Waterworks Clauses Act 1847 except the provisions thereof with respect to the amount of profit to be received by the

undertakers when the waterworks are carried on for their benefit and except sections 72 and 83 and except the words in section 44 "with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner" and the Waterworks Clauses Act 1863:

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The Railways Clauses Consolidation (Scotland) Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and those provisions as applied to this Act shall apply only to the reservoirs authorised by this Act and works immediately connected therewith and for the purposes of this Act those provisions shall be read as if the said reservoirs were therein mentioned instead of the railway and the boundaries of those works instead of the centre of the railway and the prescribed limits shall be one hundred yards from such boundaries.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act—

Interpretation.

The expression "the Company" means the Forres Water Company Limited;

The expression "the Commissioners" means the provost magistrates and town council of the royal burgh of Forres;

The expression "the scheduled agreement" means the agreement dated the 1st and 4th days of April 1898 made between the Company and the Commissioners and set forth in the First Schedule to this Act;

The expression "the undertaking" means the undertaking of the Company as mentioned in the scheduled agreement;

The expression "the water undertaking" means the works and undertaking by this Act authorised;

The expression "the appointed day" means the date of purchase as defined by the scheduled agreement;

The expression "the sheriff" means the sheriff of Inverness Elgin and Nairn at Elgin.

4. The scheduled agreement is hereby confirmed and made binding upon the Company and the Commissioners respectively and the Company shall sell to the Commissioners and the Commissioners shall purchase the undertaking at the time for the consideration in the manner and generally upon the terms and subject to the conditions and exceptions in the scheduled agreement.

Confirmation of scheduled agreement.

5. The sale of the undertaking shall be carried into effect by deed of conveyance duly stamped and truly stating the con-

Transfer to be by deed.

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sideration which deed may be in the form set forth in the Second Schedule to this Act or to the like effect with such variations and additions as circumstances may require and on the execution of that deed by the Company the undertaking shall by virtue of that deed and of this Act become and shall thenceforth be transferred to and vested in the Commissioners subject and according to the provisions of this Act and freed as between the Company and the Commissioners from all obligations debts liabilities and encumbrances affecting the same and thenceforth the Commissioners shall in their own name and for their own benefit have and hold the undertaking which transfer and vesting is in this Act referred to as "the transfer."

Transfer of
powers of
Company.

6. From and after the transfer all the powers rights privileges and authorities of the Company shall be by virtue of this Act transferred to and vested in the Commissioners subject nevertheless and according to the provisions of this Act and to the following exceptions and provisions namely:—

None of the provisions of the Companies Acts 1862 to 1890 in any manner relating to the share and loan capital of the Company or to any limitation of the amount of profits to be received by the Company or to the balancing of the books or the accounts of the Company or to the constitution meetings or directors of the Company shall apply to the Commissioners.

Liabilities of
and actions
&c. by or
against
Company.

7. All debts and liabilities of the Company which are to be paid by them in accordance with the provisions of the scheduled agreement and which remain unpaid or unsatisfied on the appointed day shall as between the Company and the Commissioners be paid or satisfied by the Company and the Company shall indemnify the Commissioners against the same and if at the time of the transfer any action or proceeding or any cause of action or proceeding is pending or existing by against or in favour of the Company the same shall not abate or be discontinued or be in anywise prejudicially affected by reason of the transfer or of anything in this Act but such action or proceeding (other than one for the recovery of money due or accruing due to the Company up to or on the appointed day) may be prosecuted and enforced by or against the Commissioners as and when it might have been continued prosecuted and enforced by or in favour of the Company as if this Act had not been passed.

Contracts of
Company to
be binding
on Com-
missioners.

8. All agreements conveyances contracts deeds and other instruments entered into or made with or by the Company and in force at the time of the transfer shall be as binding and of as full force and effect in every respect against or in favour of the Commissioners and may be enforced as fully and effectually as if instead of the Company the Commissioners had been a party thereto.

9. The receipt in writing of three of the directors of the Company for any money to be paid to the Company by the Commissioners shall effectually discharge the Commissioners from the sum which in such receipt shall be acknowledged to have been received and from being concerned to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof.

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Receipt for
purchase-
money.

10. All documents books and writings which if the transfer had not taken place would have been receivable in evidence shall be admitted as evidence in all courts and elsewhere notwithstanding the transfer.

Books &c.
continued
evidence.

11. The limits of this Act for the supply of water (herein-after referred to as "the limits of this Act") shall be the parishes of Forres Rafford and Dallas all in the county of Elgin and the limits of compulsory supply shall be the royal burgh of Forres.

Limits of
Act and
compulsory
supply.

12. Subject to the provisions of this Act the Commissioners may maintain alter improve enlarge extend and renew or discontinue the existing waterworks of the Company and they may make and maintain in the lines and situation and according to the levels shown on the deposited plans and sections the new works herein-after described and may enter upon take and use such of the lands and streams springs and waters delineated on the said plans and described in the deposited books of reference as may be required for that purpose The new works herein-before referred to and authorised by this Act are situate in the county of Elgin and are—

Power to
maintain
waterworks
and make
additional
waterworks.

(1) (New Work No. 1) the conversion of Loch Romach into a storage reservoir wholly in the parishes of Rafford and Edinkillie to be formed by the raising of the existing embankment at the east end thereof commencing at a point 33 yards or thereabouts measuring in a north-easterly direction from the centre of the existing embankment and terminating at a point 50 yards or thereabouts measuring in a south-westerly direction from the centre of the existing embankment The said reservoir will extend for a distance of 1450 yards or thereabouts in a northerly and westerly direction from the centre of the embankment before described and will be of an average width of 90 yards or thereabouts:

(2) (New Work No. 2) an intake filter beds and tank on the Black Burn in the parish of Rafford commencing at a point 270 yards or thereabouts measured in a southerly direction from the point where the stream known as the burn of Little Branchill flows into the Black Burn the site of the said filter

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beds and tank containing two roods imperial measure or thereabouts on lands belonging or reputed to belong to the Right Honourable Edmund Archibald Stuart Earl of Moray:

- (3) (New Work No. 3) a conduit or line of pipes commencing in the parish of Rafford at the intake (New Work No. 2) proceeding thence through the parishes of Rafford and Dallas in a northerly direction along the banks of the Black Burn and terminating in the parish of Rafford near the filter house of the Company where it will join the existing conduits or pipes at a point 260 yards or thereabouts measured in a southerly direction from the bridge over the Black Burn carrying the public road leading from Forres to Branchill:
- (4) (New Work No. 4) a gathering well at a spring called the Canary Spring on the farm of Blackhillock in the parish of Rafford situated at a point 870 yards or thereabouts measured in a westerly direction from the said bridge over the Black Burn carrying the public road from Forres to Branchill:
- (5) (New Work No. 5) a conduit or line of pipes in the parish of Rafford commencing at the gathering well (New Work No. 4) and terminating by a junction with the existing conduit or line of pipes of the Company at a point 50 yards or thereabouts east of the said bridge over the Black Burn carrying the public road from Forres to Branchill:
- (6) (New Work No. 6) the raising of the existing embankment at the north end of the Glenbeg Reservoir wholly in the parish of Rafford commencing at a point 22 yards or thereabouts measuring in an easterly direction from the centre of the existing embankment and terminating at a point 23 yards or thereabouts measuring in a westerly direction from the centre of the existing embankment. The said reservoir when the embankment is raised will extend for a distance of 380 yards or thereabouts in a southerly direction from the centre of the embankment:

And the Commissioners may also on any lands now belonging to the Company or acquired under the powers of this Act construct and maintain all such shafts pumps pumping stations embankments filter-houses beds tanks dams gauges drains sluices catchpits conduits culverts channels wells cuts adits aqueducts tunnels roads approaches apparatus works and conveniences as may be necessary or expedient in connexion with the works by this Act authorised or any of them or for obtaining and distributing water for the purposes of their undertaking.

13. On the completion of the new works Nos. 1 2 and 3 by this Act authorised the Commissioners shall discontinue the abstraction

On completion
of certain new
works present

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of water by means of the existing intake on the Black Burn and shall thereupon remove the said intake and all works connected therewith.

intake on
Black Burn to
be removed.

14. Subject to the provisions of this Act the Commissioners may enter upon take and use the lands (including the springs or waters) delineated on the deposited plans and described in the deposited books of reference and set out in the Third Schedule to this Act and which lands form the sites of the existing conduits and other works of the Company or such of them as they require for the purposes of this Act.

Power to
take lands.

15. Subject to the provisions of this Act the Commissioners may divert impound take appropriate store use and distribute for the purposes of this Act the waters and stream known as the Black Burn and all other springs streams and waters flowing into that Burn and into or through the sites of the existing works and the sites of the new works by this Act authorised.

Power to
divert water.

16. 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 servitude right or privilege (not being a servitude right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and feu-duties or other charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such servitudes rights and privileges as aforesaid respectively.

Power to
take servi-
tudes &c. by
agreement.

17. The Commissioners may in lieu of acquiring any lands for the purpose of the conduits or lines of pipes belonging to the Company and the conduits or lines of pipes by this Act authorised acquire such servitudes and rights in such lands as they may require for the purpose of making maintaining renewing cleansing and repairing the same and may give notice to treat in respect of such servitudes and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the summoning of a jury) shall apply to such servitudes and rights as fully as if the same were lands within the meaning of such Acts:

Power to
acquire
servitude
only for
lines of
pipes.

Provided that nothing herein contained shall authorise the Commissioners to acquire by compulsion any such servitude or right in any case in which the owner in his particulars of claim shall require the Commissioners to acquire the lands in respect of which they have given notice to treat for the acquisition of a

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Provided further that as regards any servitude or right acquired by the Commissioners in any lands for the purpose of making and maintaining such conduits or lines of pipes the Commissioners shall not (unless they give notice to treat for and have acquired such lands and not merely servitudes or rights therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Commissioners.

Compensation water.

18. As compensation to all millowners and other persons interested in the waters to be taken intercepted abstracted and appropriated for the purposes of this Act the Commissioners shall within three years after the passing of this Act cause to be discharged into the Black Burn immediately below the point of intake (New Work No. 2) a daily quantity of water amounting to two hundred and fifty thousand gallons which shall be discharged in a continuous and uniform flow during the whole period of twenty-four hours of every day. Provided always that until the said compensation water to the extent herein-before mentioned shall begin to be discharged as aforesaid the Commissioners shall continue to pay to the millowners distillers and other persons interested in the waters presently taken such and the like sums as the Company are at present paying to such owners and others as aforesaid for and in relation to the existing supply of the Company from the said sources and shall not during such period of three years take or appropriate any water under the provisions of this Act exceeding three hundred thousand gallons a day.

Gauge to be erected.

19. The Commissioners shall erect and construct and for ever maintain a proper and sufficient measuring gauge across the Black Burn below the said point of intake over or through which the said quantity of compensation water which the Commissioners are by the provisions of this Act bound to discharge shall flow or be discharged and such gauge shall be at all times open to the inspection examination and testing of all parties having a legal interest in the water so to flow or be discharged through or over the same and of their respective agents.

Penalty on default in keeping gauge in repair.

20. Whenever such gauge shall be out of repair inaccurate or insufficient and the Commissioners shall fail to repair and make good the same within fourteen days after notice in writing by any party having a legal interest in the water flowing or discharging

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through or over the same or by his agent then the Commissioners shall be liable to pay to the party or parties complaining a penalty not exceeding five pounds for every day on which such gauge shall remain in a state of disrepair or inefficiency after the lapse of the period before mentioned which penalty may be recovered in any court of competent jurisdiction.

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

Period for compulsory purchase of lands.

22. If the new works authorised by this Act are not completed within the period of seven years from the passing of this Act then on the expiration of such period the powers by this Act granted to the Commissioners for executing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed but nothing in this Act shall restrict the Commissioners from extending enlarging altering reconstructing or removing any of their tanks tunnels engines sluices machinery apparatus filter beds mains pipes or other works or plant as occasion may require.

Period for completion of works.

23. The Commissioners shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary for Scotland ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

Restriction on taking houses of labouring class.

For the purpose of this section the expression "labouring class" means 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.

24. The Commissioners may feu and lease for any term not exceeding seven years in possession and also either before or after making any feu and lease thereof absolutely sell and dispose of to such persons and in such manner as the Commissioners think fit any lands houses and property for the time being belonging to the Commissioners which they do not require for the purposes of their undertaking (subject nevertheless to the provisions of the Lands Clauses Consolidation (Scotland) Act 1845 with respect to the sale of superfluous lands so far as such provisions are in each case

Commissioners may dispose of lands not required.
Reservation of water rights &c. on sale.

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applicable) and on the lease or sale by the Commissioners of any such lands houses and property they may reserve to themselves all or any part of the water or water rights or other servitudes belonging thereto and may make the lease or sale subject to such reservations accordingly and may also make any such lease or sale subject to such other reservations special conditions restrictions and provisions with respect to use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter as they think fit.

For protec-
tion of owner
of lands on
which Loch
Romach
reservoir is
constructed.

25. The owner of the lands on which the Loch Romach Reservoir New Work No. 1 is to be constructed and his respective heirs successors and assigns in the said lands respectively shall have and enjoy with their families friends and servants the exclusive right of fishing shooting sporting curling and skating in or over the said reservoir so far as the same is to be constructed on the lands of such owner and also of keeping and using boats on the said reservoir but so that the exercise of such rights shall not injure the embankments pipes sluices or other works of the Commissioners and the Commissioners or any of their servants or any person acting under their authority by virtue of this Act or otherwise or any other person shall not enter upon any part of the estate of the said owner for any purpose or to exercise any such rights and privileges of fishing shooting sporting curling or skating or keeping or using boats on the said reservoir as aforesaid save and except that the Commissioners or their engineer or persons under their or his control may enter upon the said lands and may keep and use a boat while examining and repairing the works of the Commissioners but not otherwise Provided always that nothing herein contained shall prevent the Commissioners from using and appropriating the waters of and in the said reservoir for the purposes of this Act or from causing the waters to be drawn or let off from the said reservoir for the purposes of repairing or inspecting the state of such reservoir or any of the dams banks tanks channels water-gates pipes or other works appertaining thereto or for the purpose of cleaning out such reservoir or any part thereof.

For protec-
tion of
reservoirs
from pollu-
tion.

26. The Commissioners may on any lands or in any stream or watercourse to which they now have right or which they may hereafter acquire under the powers of this Act or otherwise construct all such drains channels and other works as they think necessary or desirable for preventing sewage or polluting liquids from entering or polluting any of the reservoirs conduits or watercourses of the Commissioners or any waters flowing into the same.

27. The Commissioners shall not be required to supply water in any case at a pressure greater than that to be afforded by gravitation from the existing works of the Company.

As to
pressure.

28.—(1) The Commissioners shall at the request of any owner or occupier of any dwelling-house or part of a dwelling-house in any street in which a pipe of the Commissioners shall be laid or on the application of any person who under the provisions of this Act shall be entitled to demand a supply of water for domestic purposes furnish to such owner or occupier or other person a sufficient supply of water for domestic purposes at rates not exceeding one shilling and sixpence per pound of the annual rack rent or full annual value of such dwelling-house or part of a dwelling-house and such rates shall be assessed for the period from the twenty-eighth day of May in each year to the twenty-eighth day of May in the year following and shall be payable by the occupiers or other persons using the water in advance at the office of the Commissioners on the twenty-eighth day of May in each year or as soon thereafter as the same shall be demanded.

Rates at
which water
is to be
supplied for
domestic
purposes.

(2) In case of dwelling-houses or parts of dwelling-houses being let at rents of or under four pounds the rates shall be payable by and recoverable from the owners thereof subject to a deduction of one-tenth from the amount thereof and every owner charged with and paying such rates shall have relief against the occupiers of such premises in so far as such rates would otherwise have been payable by the occupiers and that without any deduction.

(3) Owners who shall let or hire dwelling-houses or parts of dwelling houses for less than a year shall be responsible for the rates payable in respect thereof and the rates may be recovered from such owners.

(4) The annual value of the following premises shall for the assessments under this Act be held to be one-sixth of the annual value thereof entered in the current valuation roll viz. shops and business premises other than manufactories and bakehouses hotels public-houses and licensed grocers' premises for which the rates may be settled by agreement as herein-after provided.

29. Subject to the provisions of this Act the Commissioners may supply water for other than domestic purposes on such terms and conditions as the Commissioners think fit and may enter into agreements for the supply of water by measure either for domestic or other purposes Provided that such supply for other than domestic purposes shall not at any time interfere with the supply for domestic purposes throughout the compulsory limits of supply of the Commissioners.

Power to
Commis-
sioners to
supply water
for other
than domes-
tic purposes.

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Commissioners
not bound to
supply several
houses by one
pipe.

30. The Commissioners shall not be bound to supply more than one house by means of the same service pipe but they may if they think fit require that a separate pipe from the main be laid into each house supplied by them with water.

Water for
flushing
sewers &c.

31. The Commissioners shall when required supply every road authority and every sanitary authority within the limits of this Act with water for flushing sewers and drains or for watering streets or other public purpose at a rate not exceeding sixpence for every thousand gallons.

Power to
sell or let
meters.

32. The Commissioners may sell and dispose of meters and meter fittings upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit and may let for hire any meters supplied and any fittings therefor for such remuneration in money and on such terms and conditions with respect to the repair maintenance and protection of such meters and meter fittings and for securing safe access to and the safety and return to the Commissioners of such meters and meter fittings as the Commissioners may prescribe or as may be agreed upon between the hirer and the Commissioners and such remuneration shall be recoverable in the same manner as rates rents or charges due to the Commissioners in respect of water.

Register of
meter to be
prima facie
evidence.

33. Where water is supplied by measure the register of the meter shall be prima facie evidence of the quantity of water consumed Any dispute as to such quantity shall be determined on the application of either party by a court of summary jurisdiction who may order by whom the costs of the proceedings shall be paid and the decision of such court shall be final and binding upon all parties.

Fraudulently
injuring
meters &c.

34. If any person wilfully fraudulently or by culpable negligence injures or suffers to be injured any pipe meter or fitting belonging to the Commissioners or fraudulently alters the index to any meter or fraudulently prevents any such meter from duly registering the quantity of water supplied he shall (without prejudice to any other right or remedy for the protection of the Commissioners) for every such offence be liable to a penalty not exceeding five pounds and the Commissioners may in addition thereto recover the amount of any damages sustained by them and the Commissioners may also enter upon the premises occupied by the offender and repair such injury and do all such works matters and things as may be necessary for insuring the proper registering by such meter of the quantity of water supplied by means thereof and the existence of artificial means for causing such alteration or prevention when such pipe meter or fitting is under the custody or control of the

consumer shall be *prima facie* evidence that the same has been fraudulently caused by the consumer using such pipe meter or fitting and any costs charges and expenses which may be incurred by the Commissioners shall be paid by and be recoverable summarily from such consumer.

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35. Every consumer of water of the Commissioners shall at all times at his own expense keep all meters belonging to him whereby any water of the Commissioners is registered in proper order for correctly registering such water in default whereof the Commissioners may cease to supply water through such meters and the Commissioners shall at all reasonable times have access to and be at liberty to take off remove test inspect and replace any meter belonging to a consumer such taking off removal testing and inspecting and replacing to be done at the expense of the Commissioners if the meter be found in proper order but otherwise at the expense of the consumer.

Repair of
meters.

36. The Commissioners after forty-eight hours notice in writing under the hand of their clerk to the occupier or if there is no occupier then to the owner or lessee of any building or lands in which any pipe meter or fitting belonging to the Commissioners is laid or fixed and through or in which the supply of water is from any cause other than the default of the Commissioners discontinued for not less than forty-eight consecutive hours may enter such building or lands between the hours of nine in the morning and four in the afternoon or at any other time with the authority in writing of the sheriff for the purpose of removing and may remove every such pipe meter and fitting repairing all damages caused by such entry or removal.

Power to
remove
meters and
fittings.

37. The Commissioners may if requested by any person supplied or about to be supplied or any of whose property or premises is supplied or is about to be supplied by them with water furnish to him and renew repair or alter any such cisterns pipes valves ferrules cocks baths soil-pans and waterclosets apparatus receptacles fittings and appliances as are required or permitted by their regulations in connexion with such supply and may provide all materials and do all work necessary or proper in that behalf and the reasonable charges of the Commissioners in providing such materials and executing such work shall be paid by the person requiring the same.

Power for
Commis-
sioners to
supply
materials &c.

38. For preventing waste misuse undue consumption or contamination of the water of the Commissioners the following provisions shall have effect (namely):—

Regulations
for prevent-
ing waste &c.
of water.

- (1) The Commissioners may make regulations with respect to the construction maintenance and use of water fittings so as to

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—

prevent waste misuse undue consumption or contamination of the water of the Commissioners to be observed by persons supplied with such water :

Provided always that any such regulations shall apply only in the case of premises to which the Commissioners are bound to afford and do in fact afford or are prepared on demand to afford a constant supply and shall not take effect unless and until they have been submitted to and confirmed by the sheriff and no such regulation shall be confirmed until after the expiration of thirty days after notice in writing of the intention to submit the same for confirmation together with a copy of the proposed regulations shall have been given by or on behalf of the Commissioners to every local authority within the limits of this Act and any such authority may within the said period of thirty days make such representation to the sheriff with reference thereto as such authority shall think expedient :

- (2) The Commissioners may by any such regulations as aforesaid direct the use and prescribe the size make nature materials workmanship and strength and the mode of arrangement connexion disconnexion alteration and repair of the pipes meters cocks ferrules valves soil-pans waterclosets baths tanks cisterns and other apparatus fittings means contrivances receptacles or appliances whatsoever to be used and forbid any arrangements and the use of the several things before mentioned or any or either of them which may lead to such waste or undue consumption misuse erroneous measurement or contamination :
- (3) In case of failure of any person to observe such regulations as are for the time being in force the Commissioners may if they think fit after twenty-four hours notice in writing enter and by and under the direction of their duly authorised officer repair replace or alter any pipe meter valve cock ferrule tank cistern bath soil-pan watercloset or other apparatus means contrivance or receptacle fittings or appliances belonging to or used by such person and the power of entry given by section 15 of the Waterworks Clauses Act 1863 and the provisions of that section relating thereto shall extend and apply to entry for the purpose of every such repair replacement or alteration and the expense of every such repair replacement or alteration shall be repaid to the Commissioners by the person on whose credit the water is supplied and may be recovered by them as water rates are recoverable :
- (4) A copy of all such regulations in force for the time being shall be kept at the office of the Commissioners All persons may at all reasonable times inspect such copy without payment

and the Commissioners shall cause to be delivered a printed copy of all regulations for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy :

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- (5) A printed copy of the regulations purporting to have been made as aforesaid by the Commissioners and to be sealed with the seal of the Commissioners shall be taken to be proof of the due making publication and existence of such regulations until the contrary is proved and any person who shall offend against any such regulations shall (without prejudice to any other right or remedy for the protection of the Commissioners) be liable to a penalty not exceeding five pounds for each offence and to a further daily penalty not exceeding forty shillings for each day or part of a day such offence shall occur after conviction thereof and the Commissioners may in addition thereto recover the amount of any damages sustained by them.

39. The Commissioners may enter into and carry into effect agreements with the county council of Elgin and with any district committee or person for the supply by the Commissioners to the said county council and to any such district committee or person respectively of water in bulk whether within or without the limits of this Act Provided that such supply of water do not at any time interfere with the supply of water for domestic purposes within the limits of this Act and provided further that the powers of this section shall not be exercised within the limits of supply of any company or local authority authorised by Act of Parliament or Provisional Order confirmed by Act of Parliament to supply water without the consent in writing of such company or local authority.

Contracts for
supplying
water for
public
purposes.

40. The Commissioners may borrow on mortgage or otherwise any sums of money required for the purposes of this Act and for executing the works by this Act authorised and for the purchase of land and other property and rights and for the general purposes of the undertaking not exceeding in the whole eighteen thousand pounds and may make and grant mortgages or other securities of the several rates rents and charges by this Act authorised and of the assessments leviable by them under the provisions of the Burgh Police (Scotland) Act 1892 in security of the money so borrowed and interest thereon and any sums so to be borrowed may be borrowed on terms of the repayment thereof by annuity instalment or otherwise.

Power to
borrow.

41. If after having borrowed the sums of money by this Act authorised or any part thereof the Commissioners shall pay off the same or any part thereof otherwise than by means of annuities

Commis-
sioners may
reborrow.

A.D. 1898. — or instalments or of the sinking fund herein-after mentioned the Commissioners may again borrow the amount so paid off upon the same securities as those upon which the moneys so paid off were secured and so from time to time.

Commis-
sioners may
borrow on
cash account.

42. The Commissioners may 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 usage of bankers in Scotland to the extent of the aggregate amount which the Commissioners are at the time authorised to borrow or any part thereof and may make and grant mortgages and assignments of the undertaking and of the several rents rates and charges authorised and leviabie under the authority of this Act and of the assessments leviabie by them under the provisions of the Burgh Police (Scotland) Act 1892 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 always that the whole sums due and owing by the Commissioners on such cash account and borrowed by them on mortgage shall never when taken together exceed the aggregate amount of the sum by this Act authorised to be borrowed.

Borrowing
power for
current
expenses.

43. In order to raise such money as may be necessary to defray the current annual expenditure for the water undertaking until the rates rents and charges which the Commissioners are authorised to levy shall be levied and collected they may borrow during the currency of any year from the 15th day of May in one year to the 15th day of May in the succeeding year in addition to the other sums authorised to be borrowed on the security of such rates rents and charges in such way and manner as they may deem most expedient any sum or sums not exceeding in the whole two-third parts of the estimated amount of such rates rents and charges for the year then current from any bank or banking company or other company or person on such terms and conditions and in such form as may be agreed on between the parties Provided always that such sums so borrowed shall be paid off and extinguished at or before the 15th day of May concluding the year to which such borrowing applies.

As to form
of mortgage.

44. Every mortgage to be granted by the Commissioners shall be by deed duly stamped in which the consideration shall be truly stated and may be in the form contained in the Fourth Schedule to this Act or to the like effect or as the circumstances may require.

Manner in
which mort-
gages and
orders on

45. Every mortgage or other deed to be made granted or executed by the Commissioners under this Act shall be signed by three of the Commissioners and the treasurer or clerk and sealed

with the common seal of the Commissioners and all drafts or orders on any bank account of the Commissioners for the water undertaking and on the cash account before mentioned shall be signed by two of the Commissioners specially authorised to that effect and by the treasurer and countersigned by the clerk. Provided always that no Commissioner or any officer of the Commissioners shall by his subscription of any deed mortgage interest warrant draft or order be or be held to have rendered himself individually or personally liable for any obligation or for the payment of any money borrowed drawn or received or any interest thereon or of any sums whatsoever in respect thereof.

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bank account
to be signed
and executed.

46. Any person entitled to any such mortgage may transfer his right and interest therein to any other person and every such transfer shall be by deed or by indorsation on the mortgage duly stamped wherein the consideration shall be truly stated and may be in the form of the Fifth Schedule to this Act or to the like effect.

Transfers of
mortgages.

47. If any such mortgage be transmitted by reason of the bankruptcy of the person entitled thereto there shall be produced to the Commissioners official evidence of such bankruptcy and of the vesting of the bankrupt estate in the trustee official assignee or other person to whom such estate shall be transferred.

Transmission
of mortgages
in case of
bankruptcy.

48. All mortgages and all moneys advanced and lent under the provisions of this Act shall be moveable or personal estate and transmissible as such and shall not be of the nature of heritable or real estate.

Mortgages of
rates to be
personal
estate.

49. Any person entitled to any mortgage granted by the Commissioners under the authority of this Act may discharge the same and his right and interest therein in favour of the Commissioners and every such discharge may be by separate deed or be endorsed on the mortgage and may be according to the form contained in the Sixth Schedule to this Act or to the like effect and such discharge when signed by the person entitled to such mortgage and duly stamped shall be valid and effectual to all intents and purposes.

Discharge of
mortgages.

50. The Commissioners may and in the event of their borrowing otherwise than on terms of repayment by annuity or instalment shall in each year after the expiration of three years from the date of borrowing set apart as a sinking fund from and out of the rates rents and charges and other moneys received by them from or on account of the water undertaking (other than money borrowed) such a sum as shall by accumulation with compound interest thereon at the rate of three per centum per annum be sufficient to pay off the whole of the moneys for the time being outstanding whether already borrowed by the Commissioners or that may be borrowed by them

Sinking
fund.

A.D. 1898.

for the purposes of the water undertaking within fifty years from the time of borrowing such moneys respectively Provided always that in the event of such repayment being made by way of annuity or instalment the annual amount of such annuity or instalment shall be sufficient to pay off as aforesaid the whole of such money so borrowed within the foresaid period of fifty years.

Application
of moneys
borrowed.

51. The sums borrowed by the Commissioners on mortgage or cash account or otherwise under the authority of this Act except any sums borrowed for current expenses under this Act shall be applied only to purposes to which capital is properly applicable.

Commis-
sioners not
to regard
trusts.

52. The Commissioners shall not be bound to see to the execution of any trust whether expressed implied or constructive to which any loan or security for loan given by them may be subject but the receipt of the person in whose name any loan or security for loan stands in the register or books of the Commissioners shall from time to time be a sufficient discharge to the Commissioners in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Commissioners have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered in their register or books and the Commissioners shall not be bound to see to the application of the money paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money.

Protection of
lender from
inquiry.

53. No person lending money to the Commissioners shall be bound to inquire as to the observance by the Commissioners of any provision of this Act or be bound to see to the application or be answerable for any loss or non-application of such money or any part thereof.

For appoint-
ment of a
judicial
factor.

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

Contracts
not to
disqualify.

55. No person entering into any contract with the Commissioners for the supply of water to him or for any meter or apparatus to be furnished to him or for any work to be done for him for the purposes of such supply shall thereby be disabled from being a member officer or servant of the Commissioners or incur any penalty by reason of such contract but any member of the Commissioners

concerned directly or indirectly by himself or any partner in any such contract except for a domestic supply shall not take part in any proceeding relative thereto at any meeting of the Commissioners. A.D. 1898.

56. The several rates rents and charges levied and received by the Commissioners under the authority of this Act and the other income of the Commissioners for the supply of water shall be applied in the manner and to the purposes following (that is to say) :— Application of rates and charges.

Firstly in defraying the expense of managing and maintaining the water undertaking including salaries and other payments to officers and servants and the annual costs charges and expenses of providing and supplying water and paying any feu duties rents and ground annuals and other annual payments exigible in respect of any lands streams or property forming part of the water undertaking :

Secondly in payment of the interest on any money already borrowed and to be borrowed by the Commissioners for the purposes of the water undertaking :

Thirdly in providing for the repayment by instalments or annuities or otherwise of money already borrowed or to be borrowed and setting apart a sinking fund by this Act required :

Lastly in payment of such portion of the costs of enlarging or increasing and renewing and from time to time extending the works mains and pipes as the Commissioners shall think it reasonable to charge against the revenue for the year and of any other necessary annual expenditure and for providing a reserve fund which the Commissioners are hereby authorised to make to meet any contingencies.

57. Penalties recovered by the Commissioners under this Act shall belong to the Commissioners and shall be applied in the manner herein-before provided with respect to moneys from time to time received by them in respect of rates rents and charges levied and received by them. As to penalties.

58. The agreements made between the Company and the Right Honourable Edmund Archibald Stuart Earl of Moray and between Sir William Gordon Gordon Cumming of Altyre and Gordonstoun Baronet and the Company and respectively set forth in the Seventh and Eighth Schedules to this Act are hereby confirmed and made binding on the Commissioners and on the other parties thereto respectively and shall be read as if the Commissioners were substituted for the Company in the said agreements. Confirming agreements with Earl of Moray and Sir W. G. Cumming.

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Confirming
agreement
between Com-
missioners and
trustees of late
Henry Alex-
ander Grant.

59. The agreement made between Mrs. Mary Jane Jackson or Skerrett Rogers sometime widow of the late Henry Alexander Grant John Liston Paul and Ralph Compton Cameron as trustees of the said Henry Alexander Grant and the Commissioners as set forth in the Ninth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Liability to
water rate not
to disqualify
justices &c.

60. No justice or judge of any court shall be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rate or meter rent under this Act.

Costs of Act.

61. Subject to the provisions of the scheduled agreement all 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.

The SCHEDULES referred to in the foregoing Act. A.D. 1898.

THE FIRST SCHEDULE.

MINUTE OF AGREEMENT between the FORRES WATER COMPANY LIMITED incorporated under the Companies Acts 1862 to 1890 (herein-after called "the Company") on the one part and THE COMMISSIONERS OF POLICE OF THE ROYAL BURGH OF FORRES in the County of Elgin (herein-after called "the Commissioners") on the other part.

WHEREAS the Company was incorporated on the ninth day of April 1896 for the purpose of supplying water to the town of Forres the suburbs thereof and the district through which their pipes might be laid and of carrying on the business of a waterworks company in all its branches and for the other objects specified in the memorandum of association of the Company And whereas the Company are promoting a Bill in the present session of Parliament intituled " A Bill to dissolve the Forres Water Company Limited and to re-incorporate " the proprietors therein as a new company for the supply of water to the royal " burgh of Forres and the parishes of Forres Rafford and Dallas in the county " of Elgin " (herein-after called " the Bill ") And whereas the paid-up capital of the Company is one thousand shares of six pounds sterling each and the Company have borrowed on promissory notes the sum of nine hundred pounds sterling And whereas the Company have agreed to sell their undertaking to the Commissioners on the terms herein contained :

Now these presents witness that it is hereby agreed between the parties hereto as follows :—

First. The Company shall sell and the Commissioners shall purchase the entire undertaking of the Company upon the terms and conditions herein-after specified The term " undertaking " shall include the lands buildings waterworks mains pipes filters plant machinery ducts plans and other property and assets real leasehold and personal (except as herein-after mentioned) and all the authorities rights powers and privileges of the Company as the same shall stand on the twenty-eighth day of May 1898 (which date is herein-after referred to as " the date of purchase ") but shall not include any moneys belonging or any debts due to the Company or the Company's books and papers in so far as not forming or relating to the Company's titles to springs wayleaves and water rights generally.

Second. The consideration for the sale of the said undertaking shall be the payment by the Commissioners to the Company of (first) the sum of seven thousand five hundred pounds sterling for and in respect of the share capital of

A.D. 1898. the Company as above mentioned and (second) the sum of nine hundred pounds sterling for and in respect of the loans borrowed by the Company the said two sums amounting in all to eight thousand four hundred pounds sterling.

Third. The purchase shall take effect as on and from the date of purchase and the Company shall pay and discharge all outgoings and liabilities of every kind properly chargeable to revenue up to the date of purchase and shall be entitled to all rents rates interest and other receipts on revenue account up to the date of purchase.

Fourth. The Commissioners shall take over the springs wayleaves and other water rights of the Company with the titles on which the Company are presently using the same but subject to such outgoings easements rents and incidents of tenure as the same are held under or used by the Company and the Commissioners shall be bound to relieve the Company of all obligations and liabilities and claims for compensation in connexion with the said springs wayleaves and water rights and the abstraction of water for the purposes of the undertaking from and after the date of purchase. The Commissioners shall also be bound to adopt and implement such agreements as may have been or may be entered into between the Company and landowners or others having rights in the water to be abstracted or impounded for the purposes of the undertaking or between the Company and any other person affected by the provisions of the Bill or the purchase of the Company's undertaking. The terms of all such agreements as may have been entered into shall be disclosed to the Commissioners before the execution of this agreement and the terms of all agreements to be entered into by the Company after the completion of this agreement shall so far as reasonably practicable be submitted to the Commissioners or their agents so that the Commissioners may as far as reasonably possible consider the same before they are made binding on the Company.

Fifth. The Commissioners shall be bound to take over all contracts which have been entered into between the Company and their various classes of consumers and which are now current and to implement the same in so far as binding on the Company from and after the date of purchase and to free the Company of all obligations and liability for the supply of water from and after the date of purchase. The terms of all such contracts to be also disclosed to the Commissioners as aforesaid.

Sixth. The said consideration for the sale shall be payable to the Company at the expiry of one calendar month from the date on which the Bill receives the Royal Assent with interest thereon at the rate of $3\frac{1}{2}$ per centum per annum from the date of purchase till payment.

Seventh. The Company will proceed with the Bill and will endeavour to procure the insertion therein of all necessary clauses for confirming and carrying into effect this agreement and vesting the undertaking of the Company in the Commissioners with all necessary and usual powers for carrying on the same including the powers which may be conferred upon the Company by the Bill.

Eighth. In the event of the Bill not receiving the Royal Assent by the date of purchase the Company shall carry on and manage the undertaking in the ordinary way as heretofore until such time as the Bill receives the Royal Assent and that for the sole benefit and at the expense of the Commissioners but no money shall hereafter be expended by the Company on new works account except with the consent of the Commissioners.

Ninth. The whole taxed costs and charges and expenses of and incident and preliminary to the preparing for obtaining and passing of the Bill into an Act and of and incidental to this agreement including all legal parliamentary and engineering expenses either incurred or to be incurred by the Company or payment of which have been or shall hereafter be guaranteed by them to owners or others interested in the water rights or lands to be affected by the Bill as also the like expenses to be incurred by the Commissioners after the date of this agreement in connexion with the said Bill shall be ascertained and the Commissioners in settling with the said Company shall be entitled to deduct one-fourth of the said amount so that the Company shall be responsible for and pay out of their own funds the said one-fourth of the said total amount of expenses as taxed declaring however that the Company shall not be responsible for expenses connected with the Bill subsequent to the date of the Royal Assent being obtained.

Tenth. The Company shall at the expense of the Commissioners execute and deliver all dispositions assignations and other deeds required to carry this agreement fully into effect.

Eleventh. The Commissioners reserve right to oppose the Bill in such manner as they may be advised in order to enable them to discuss the clauses thereof and to see that the provisions of this agreement are fully and properly carried into effect.

Twelfth. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and if the Bill does not pass into law before the thirty-first day of December 1898 this agreement shall be void.

Thirteenth. Any question or difference that may at any time arise between the parties hereto as to the construction or meaning of this agreement or with reference to anything to be done thereunder or as to any other matter arising out of or connected with this agreement such dispute shall be referred to an arbitrator to be agreed on between the parties or failing such agreement to be appointed by the Local Government Board for Scotland at the request of either party and the decision of such arbitrator shall be final and binding on both the Company and the Commissioners.

In witness whereof these presents written on this and the three preceding pages of stamped paper by Donald Alexander MacGillivray clerk to Messieurs Davidson and Leask solicitors Forres are subscribed in duplicate by the parties hereto as follows videlicet By William Grant provost James Lawrence and David Gray Munro two of the bailies and Robert Urquhart Junior Town Clerk on behalf of and as authorised by the said commissioners of police of the royal burgh of Forres (the corporate seal of the said royal burgh being at same time affixed) at Forres the first day of April one thousand eight hundred and ninety-eight before these witnesses John Hill Grassie printer and publisher Elgin and Robert Cruickshank clerk in the Town Clerk's office in Forres and by William Watson chairman Alexander Fraser deputy chairman two of the directors and John Leask joint secretary on behalf of the said Forres Water Company Limited (the corporate seal of the Company being at same time affixed) at Forres the fourth day of month and year last mentioned before these

A.D. 1898. witnesses John Cameron also clerk to the said Davidson and Leask and the said Donald Alexander MacGillivray writer hereof.

J. H. GRASSIE witness.	}	WILL. GRANT provost.	L.S.
RO. CRUICKSHANK witness.		JAMES LAWRENCE.	
		D. G. MUNRO bailie.	
	ROB. URQUHART Jr. Town Clerk.		

JOHN CAMERON witness.	}	WM. WATSON.	L.S.
DON. A. MACGILLIVRAY witness.		A. FRASER.	
		JOHN LEASK.	

THE SECOND SCHEDULE.

FORM OF DEED OF CONVEYANCE OF THE UNDERTAKING OF THE COMPANY TO THE COMMISSIONERS.

In pursuance of and subject to the provisions of the Forres Water Act 1898 and in consideration of

the Forres Water Company do hereby grant convey and assign unto the provost magistrates and town council of the royal burgh of Forres as police commissioners of the said burgh the undertaking of the Company as defined by the said Act and all other (if any) the property real and personal of every description vested in and belonging to the Company with the exceptions specified in the agreement between the Company and the said Commissioners dated the 1st and 4th days of April 1898 to hold the same unto the said Commissioners their successors and assigns and the said Commissioners do accept the same accordingly.

In witness whereof the said Company and the said Commissioners have hereto set their respective common seals this day of 189 .

THE THIRD SCHEDULE.

DESCRIPTION OF LANDS FORMING THE SITES OF THE CONDUITS AND OTHER WORKS OF THE LIMITED COMPANY.

(1.) The site of a reservoir known as Glenbeg Reservoir a spring gathering well and conduit or line of pipes from the said spring to the said gathering well at the northern end thereof situated between the farms of Cluny and Farnaley belonging or reputed to belong to the Right Honourable Edmund Archibald Stuart Earl of Moray and extending to four acres imperial measure or thereabouts.

(2.) Conduits or lines of pipes commencing at or near the northern end of Glenbeg Reservoir and proceeding thence through lands of the said Earl of Moray and terminating in the filter house (Work No. 3).

(3.) The site of a filter house situate on the said farm of Farnaley distant 170 yards or thereabouts measured in a northerly direction from Glenbeg Reservoir (Work No. 1).

(4.) A conduit or line of pipes commencing at the filter house (Work No. 3) proceeding thence in a northerly westerly and northerly direction through the said farm of Farnaley and terminating at the water house (Work No. 7) with gathering well situated 120 yards or thereabouts to the south-east of the said water house.

(5.) The site of a spring called the Earl's Spring situate on the said farm of Farnaley at a point 187 yards or thereabouts measured in a southerly direction from the water house (Work No. 7).

(6.) A conduit or line of pipes commencing at the said Earl's Spring proceeding thence in a northerly direction through the said farm of Farnaley and terminating at the water house (Work No. 7).

(7.) The site of a water house situate at the west side of the Penny Hill on the said farm of Farnaley.

(8.) Conduits or lines of pipes commencing at the water house (Work No. 7) proceeding thence in a northerly and north-westerly direction through the farms of Damhead Starry Wells and Easter Brockloch and thence through other lands belonging or reputed to belong to Ainslie Douglas Ainslie to a point on the public road from Forres to Dallas opposite the Rafford Free Church thence along the said road in a north-westerly direction to and terminating at Dobbin's Bush at a point 433 yards or thereabouts measured in a south-easterly direction from Rafford Farm stading.

The lands works and pipes Nos. 1 to 8 inclusive are situate wholly in the parish of Rafford.

(9.) The site of six springs or gathering wells situated on two fields of the farm of Skatebrae or mains of Edinvail belonging or reputed to belong to Sir William Gordon Gordon Cumming Baronet and to the south of the stading on the said farm near the public road leading from Forres to Dallas.

(10.) Conduits or lines of pipes commencing at the springs or gathering wells (Work No. 9) and passing through the said fields on the said farm of Skatebrae or mains of Edinvail and terminating at the gathering well (Work No. 11).

(11.) The site of a gathering well situated on lands belonging or reputed to belong to Sir William Gordon Gordon Cumming near the north side of the said public road from Forres to Dallas and at a point 520 yards or thereabouts measured in an easterly direction from the farmstading of Remichie.

(12.) The site of a spring or well known as "Sandy Hay's Well" situated on the said farm of Remichie at a point 520 yards or thereabouts measured in a south-easterly direction from the stading on the said farm.

(13.) A line of pipes commencing at Sandy Hay's Well proceeding thence through the said farm of Remichie thence across the said public road from Forres to Dallas and terminating in the conduit or line of pipes (Work No. 10) at a point thereon 120 yards or thereabouts measured in a south-easterly direction from the gathering well (Work No. 11).

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(14.) A conduit or line of pipes commencing at the gathering well (Work No. 11) proceeding thence in a westerly direction through a small section of lands belonging or reputed to belong to Sir William Gordon Gordon Cumming thence along the public road from Forres to Dallas and terminating in a small cistern (Work No. 15).

(15.) The site of a small cistern situate on the lands of Craigmill belonging or reputed to belong to the trustees of the late Henry Alexander Grant near to the south side of the public road from Forres to Dallas.

(16.) The site of three springs or gathering wells known as the "Green Wells" situate on the said lands of Craigmill at a point 767 yards or thereabouts measured in a southerly direction from the small cistern (Work No. 15).

(17.) A line of pipes commencing at the Green Wells proceeding thence in a northerly direction through the said lands of Craigmill to and terminating in the small cistern (Work No. 15).

(18.) A conduit or line of pipes commencing at the small cistern (Work No. 15) proceeding thence in a westerly direction along the public road from Forres to Dallas to and terminating at the bridge of Craigmill carrying the said public road over the Black Burn.

(19.) The site of six small springs or gathering wells situate on the said lands of Craigmill at a short distance to the north-west of the Green Wells aforesaid.

(20.) A conduit or line of pipes commencing at the springs or gathering wells (Work No. 19) proceeding thence through the said lands of Craigmill and terminating in the conduit or line of pipes (Work No. 18) at a point therein 433 yards or thereabouts measured in an easterly direction from the said bridge of Craigmill.

The lands works and pipes Nos. 9 to 20 inclusive are situate wholly in the parish of Dallas.

(21.) The site of the intake at the Black Burn on the farm of Blackhillock belonging or reputed to belong to the Earl of Moray situated at a point 433 yards or thereabouts measured in a southerly direction from the bridge over that burn carrying the public road leading from Forres to Branchill.

(22.) A conduit or line of pipes commencing at the said intake proceeding thence through the said lands of Blackhillock and terminating in the filter house (Work No. 23).

(23.) The site of a filter house on the said farm of Blackhillock situated at a point 280 yards or thereabouts measured in a southerly direction from the said bridge over the Black Burn carrying the public road leading from Forres to Branchill.

(24.) The site of five gathering wells on the said farm of Blackhillock situate at a short distance west of the filter house (Work No. 23) connected by pipes proceeding through the said farm and terminating in the filter house (Work No. 23).

The lands works and pipes Nos. 21 to 24 inclusive are situate wholly in the parish of Rafford.

(25.) A conduit or line of pipes commencing in the parish of Rafford at the filter house (Work No. 23) proceeding thence through the said farm of Blackhillock to the public road from Forres to Branchill thence through the farm of Briach belonging or reputed to belong to the said Ainslie Douglas

Ainslie to and across the said Black Burn thence through the said lands of Craigmill and terminating in the parish of Dallas in the said road from Forres to Dallas by a junction with the conduit or line of pipes (Work No. 18) at the said bridge of Craigmill.

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(26.) A conduit or line of pipes wholly in the parish of Rafford commencing at the said bridge of Craigmill proceeding thence in a north-westerly direction along the said public road from Forres to Dallas until its junction with the public road to Elgin thence through the said farm of Briach and wood bounding the said farm thence through the Moss of Tulloch and through the farms of Cloddach and Granary and land occupied by William Jeans all belonging or reputed to belong to the said Ainslie Douglas Ainslie and terminating in the conduit or line of pipes (Work No. 8) at the said Dobbin's Bush.

(27.) Conduits or lines of pipes commencing in the parish of Rafford at the said Dobbin's Bush proceeding thence along the public road from Forres to Dallas to a point opposite the Rafford Farm steading belonging or reputed to belong to the said Ainslie Douglas Ainslie thence through part of the said farm of Rafford and again joining the said public road at a point opposite the Rafford Smithy belonging to the said Ainslie Douglas Ainslie and thence along the said public road to a point near the Manse of Rafford thence through the glebe belonging to the heritors of the parish of Rafford and the farm of Marcassie belonging or reputed to belong to the said Ainslie Douglas Ainslie to the public road from Dallas to Forres at the point where the said road is joined by the road leading from the said farm of Marcassie thence along the said public road from Dallas to Forres all in a north-westerly direction to and terminating at the road leading from the said public road to the Cluny Hill Hydropathic Establishment in the parish and royal burgh of Forres.

THE FOURTH SCHEDULE.

FORM OF MORTGAGE.

FORRES WATER ACT 1898.

Mortgage No. £.

By virtue of the Forres Water Act 1898 we the provost magistrates and town council of the royal burgh of Forres as commissioners of police of the said burgh of Forres in consideration of the principal sum of [*specify amount*] paid by [*name and designation of mortgagee*] to the treasurer to the said Commissioners for the purposes of the said Act do hereby grant and assign to the said [*name of mortgagee*] and his executors administrators and assignees [*or as the case may be*] such proportion of the several rates rents and charges to be levied by the said Commissioners under the authority of the said Act and the Burgh Police (Scotland) Act 1892 as the said sum of [*specify amount*] doth or shall bear to

A.D. 1898. the whole sum which is or shall be borrowed upon the credit of the said rates rents and charges to hold to the said mortgagee and his foresaids until the said principal sum and the whole interest due thereon shall be fully paid and satisfied and it is hereby stipulated that the said principal sum shall be repayable on the [date] or shall thereafter in virtue hereof remain as a loan to the said Commissioners until the expiration of such further term of years and at such rate of interest as shall be specified in a minute or minutes to be endorsed hereon and signed by the said mortgagee or his foresaids by a Commissioner and the said treasurer and by the clerk to the Commissioners which minute or minutes are hereby declared and shall be held to be valid and binding though they may be neither holograph of any of the said parties nor tested and the said Commissioners shall pay interest on the said principal sum from the

day of _____ to the said date of repayment first above mentioned (being at the rate of [specify rate] per centum per annum) declaring that the said mortgagee and his foresaids shall not be entitled to make and that the said Commissioners shall not be bound to recognise or register any partial assignation of these presents or of the sums of money principal or interest herein contained and that the said Commissioners shall not be liable for any expenses that may be incurred by the said mortgagee or his foresaids for or in relation to the preparation revision adjustment or execution of any discharge renunciation assignation or minute of postponement or renewal thereof.

In witness whereof [testing clause according to the law of Scotland].

[Signed by three Commissioners and the treasurer or clerk and sealed with the common seal of the Commissioners.]

THE FIFTH SCHEDULE.

FORM OF TRANSFER OF MORTGAGE.

I [name and designation of mortgagee] in consideration of the sum of [specify amount] paid to me by [name and designation of transferee] do hereby transfer to the said [name of transferee] and his executors administrators and assignees [or as the case may be] a certain mortgage number [number of mortgage] dated the [date of mortgage] made in my favour by the provost magistrates and town council of the royal burgh of Forres as commissioners of police of the said burgh of Forres by virtue of the Forres Water Act 1898 in connexion with the water undertaking authorised by that Act for securing the sum of [principal sum in mortgage] [or if the transfer be by endorsement the within mortgage] together with the interest thereon from and after the [date from which transferee is to be entitled to the interest] In witness whereof [testing clause according to the law of Scotland].

THE SIXTH SCHEDULE.

A.D. 1898.

FORM OF DISCHARGE.

Received from the treasurer to the provost magistrates and town council of the royal burgh of Forres as commissioners of police of the said burgh of Forres acting on their behalf the sum of
being the principal sum contained in the within mortgage (all interest due thereon having been previously paid) and the said mortgage is now delivered up as paid.

Dated this day of one thousand eight hundred
and

THE SEVENTH SCHEDULE.

MINUTE OF AGREEMENT between the FORRES WATER COMPANY LIMITED incorporated under the Companies Acts 1862 to 1890 of the first part and the Right Honourable EDMUND ARCHIBALD STUART EARL OF MORAY of the second part.

WHEREAS the first parties are promoting in the present session of Parliament a Bill to authorise their present Company to be dissolved and to be reincorporated with powers to construct the new works described in the said Bill and with the other powers thereby craved and to authorise additional capital to be provided for the purposes aforesaid And whereas the second party has in consideration of the agreement underwritten resolved to withdraw his name from the opposition to the said Bill Therefore it is agreed between the parties as follows videlicet :—

First. In consideration of the five small springs or gathering wells which the first parties propose to take from the hollow near Blackhillock Farm Steading from which springs the said farm house and steading derive their present water supply the first parties shall convey to the said farm house and steading a supply of water sufficient therefor and shall erect where pointed out by the second party or his factor the apparatus necessary for making the said water supply available for domestic and farm purposes.

Second. The first parties shall give off from their water pipes supplies of water for domestic purposes to such dwelling-houses as may be erected at any future time upon the lands of the second party in the neighbourhood of the first parties pipes (the expense of the necessary connexions with the said pipes being borne by the second party) The rates of payment for such water supplies shall not exceed those chargeable from time to time in the town of Forres for similar water supplies and shall be leviable on the assessed rental of the dwelling-houses receiving such supplies.

A.D. 1898.

Third. The first parties shall pay to the second party and his successors an annual sum of one pound ten shillings per acre or (in the option of the second party) in lieu thereof a capital payment at the rate of thirty-five years purchase of such annual sum for the lands to be taken for Glenbeg Reservoir and for the sites of all filters filter houses water houses tanks and gathering wells and others which are specified in the said Bill and schedule appended thereto and shown upon the parliamentary plans and book of reference deposited with reference to said Bill so far as upon or proposed to be upon the lands of the second party and there shall be included in and held to form part of the lands to be taken for said reservoir and said sites of filters filter houses water houses tanks and gathering wells and others a strip of ground eight feet wide round the margin and outside walls of each of the said constructions. In respect of said annual (or capital) payment for land taken from the second party's estates the second party shall not require the first parties to make any payment for the water and water rights to be taken from his estates for the purposes of said Bill as said water and water rights are set forth in said Bill schedule parliamentary plans and book of reference.

Fourth. The first parties shall pay to the second party and his successors in name of wayleave an annual payment of one halfpenny for every lineal yard to which the pipes and conduits belonging to the first parties shall extend through the lands of the second party whether the same are set forth in the said schedule or may be authorised as new works under the said Bill in terms of said parliamentary plans and book of reference or (in the option of the second party) in lieu of said annual payment of wayleave a capital payment at the rate of twenty years purchase of said annual sum. The first payments of the annual sum provided for in the preceding article and of the wayleave provided for in this article shall be at the term of Martinmas eighteen hundred and ninety-nine for the year preceding. In case the second party shall elect to take a capital payment in lieu of the annual sum provided for in the preceding article and a capital payment in lieu of the annual wayleave payment provided for in this article said capital payments or either of them shall fall due at Martinmas eighteen hundred and ninety-nine and shall thereafter bear interest at five per cent. per annum until paid.

Fifth. The first parties shall within six months after the said Bill shall receive the Royal Assent furnish to the second party certified measurements of the areas of land belonging to the second party to be taken for the purposes aforesaid and shall also furnish certified measurements of the length to which the said pipes and conduits shall extend through the lands of the second party so that the price of the said lands and the amount of the said wayleave may be ascertained.

Sixth. All damages which may be occasioned to the lands of the second party and to all crops buildings fences drains and others on the said lands during the execution of the said works including the claims of the second party's tenants and also all damages which may be occasioned at any future time by operations in conducting necessary repairs renewals or others connected with the said works shall be borne by the first parties.

Seventh. The whole of said works specified in said Bill affecting the lands of the second party shall be completed to the satisfaction of James Ritchie

civil engineer Perth whom failing of an engineer to be named by the second party. A.D. 1898.

Eighth. If and when required by the first parties the second party shall execute a conveyance in favour of the first parties of the lands and rights to be taken as aforesaid and also a grant of the right of pipe tracks which grant shall state the dimensions of the pipes and conduits with reasonable rights of access to the said lands and others to be taken as aforesaid for all purposes connected with the said works so far as upon the lands of the second party and also reasonable rights of access to said pipe tracks for examining repairing and renewing the pipes.

Ninth. The first parties shall pay the whole expenses already incurred and which may be yet incurred by the second party in relation to the said Bill.

Tenth. In respect of the foregoing provisions of this agreement the second party agrees to withdraw his opposition to the said Bill.

Eleventh. This agreement is made subject to the sanction of Parliament and to such alterations as Parliament may think fit to make hereon 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 both parties shall be free from the whole conditions and stipulations herein contained except that the first parties shall be bound to relieve the second party of the expenses referred to in Article Ninth hereof.

Lastly. Any disputes differences or questions which may arise between the parties as to the meaning of these presents or the rights of parties in any way arising under the same are hereby referred to a sole arbiter to be chosen by the parties or failing agreement as to an arbiter to a sole arbiter to be appointed by the court under the Arbitration (Scotland) Act 1894 with power to the arbiter so chosen or appointed to pronounce awards interim or final In witness whereof these presents written on this and the two preceding pages by Andrew David Crichton clerk to Messieurs Melville and Lindesay writers to the signet Edinburgh are executed in duplicate as follows They are sealed with the common seal of the Forres Water Company Limited aforesaid and subscribed on behalf of the said Company by William Watson residenter Forres and Alexander Fraser chemist Forres two of the ordinary directors of the said Company and by John Leask solicitor Forres the joint secretary thereof all at Forres on the twenty-ninth day of March eighteen hundred and ninety-eight before these witnesses Kenneth Mackenzie and Donald Alexander MacGillivray both clerks to Messieurs Davidson and Leask solicitors there and they are subscribed by the said Earl of Moray at Edinburgh on the thirty-first day of the same month and year before these witnesses John Philp Wood writer to the signet there and William Yeaman also clerk to the said Melville and Lindesay.

K. MACKENZIE witness.

DON. A. MACGILLIVRAY witness.

J. P. WOOD witness.

WILL. YEAMAN witness.

WM. WATSON.

A. FRASER.

JOHN LEASK.

MORAY.

L.S.

A.D. 1898.

THE EIGHTH SCHEDULE.

MINUTE OF AGREEMENT between SIR WILLIAM GORDON GORDON CUMMING of Altyre and Gordonstoun Baronet of the first part (herein called the "First Party") and the FORRES WATER COMPANY LIMITED incorporated under the Companies Acts 1862 to 1890 of the second part (herein called the "Second Party").

THE parties hereto considering that the second party is promoting in Parliament a Bill (herein-after referred to as "the Bill") to dissolve the Forres Water Company Limited and to reincorporate the proprietors therein as a new Company for the supply of water to the Royal Burgh of Forres and the Parishes of Forres Rafford and Dallas in the county of Elgin and that they have under temporary agreements with the first party certain rights to take and use certain springs or sources of supply of water on the first party's lands and Barony of Dallas in the parish of Dallas and county of Elgin and that the second party require the said temporary rights made permanent in and over the said first party's said lands and estates and over other lands and estates of the first party Therefore the parties hereto hereby agree (conditionally on the second party obtaining in the present session of Parliament the Act of Parliament for which application has been made as aforesaid) as follows:—

First. That the first party shall sell and convey to the second party and the second party shall purchase the first party's interest in such springs and sources of supply of water in the first party's lands and barony of Dallas as are within the limits of deviation shown upon the plans and described in the book of reference deposited with reference to the Bill for the purposes of the Bill also the first party's interest in the Blackburn in the parishes of Edinkillie and Rafford after its outflow from Loch Romach and in the springs number eleven in the parish of Rafford and number seven in the parish of Edinkillie shown on the said plans and described in the said book of reference for the purposes of the Bill But declaring that should the supply of water to the farm of Edinvail at any time require to be augmented of which the first party and his successors shall be the sole judges it shall be in the power of the first party and his foresaids notwithstanding anything herein contained to draw free of charge such supply of water from the gathering well marked number fifty-eight on the said plans and further and in addition the second party shall supply free of charge to the first party such quantities of water for the estate domestic and farm purposes of the first party and his tenants (but for no other purpose) as will be afforded by gravitation through a half-inch pipe on the fields numbered one hundred and two one hundred and three one hundred and nine and one hundred and eleven on the twenty-five inch Ordnance Survey plan of the parish of Dallas and the second party shall further provide and in all time coming maintain suitable watering troughs in said fields.

Second. The price to be paid to the first party by the second party for his interest in the said springs and sources of supply and Blackburn shall failing

agreement be determined by arbitration in terms of the Lands Clauses and Water Clauses Acts.

Third. The first party shall grant an heritable and irredeemable servitude or wayleave for such lines of pipes and also an heritable and irredeemable right or servitude for such other works as may in the opinion of the second party be necessary or convenient for the purpose of gathering the water in the springs and other sources of supply herein-before mentioned and also from the springs taken in by the second party from the estate of Craigmill and conveying the same through the lands of the first party or for allowing the same to flow for the purposes of the Bill and shall pay the first party for such servitude or wayleave such sum as shall failing agreement be determined by arbitration in terms of the said Acts.

Fourth. The first party shall grant and convey without payment to the second party his right and interest in the waters of Loch Romach and the solum thereof in the parishes of Rafford and Edinkillie and also the surrounding lands belonging to the first party within the limits of deviation shown upon the deposited plans and described in the said book of reference in so far as the said surrounding lands may be submerged by the raising of the level of the water of said loch for the purposes of the Bill but declaring that nothing herein contained shall give to the second party any right or interest in the spring known as the Bryloch Well nor any title to them to object to the first party or others in his right utilising the same. The second party shall be entitled to raise the outfall of said loch to a height not exceeding ten feet above the present outfall level of said loch and shall be bound to construct and in all time coming to maintain at their own expense all embankments sluices valves and necessary works in connexion therewith and to indemnify the first party against and free and relieve him of all claims loss damage and expenses which he may incur in consequence of the exercise of the rights hereby granted to the second party.

Fifth. The water to be impounded in said loch shall never be allowed to become stagnant and the second party shall not without the consent of the first party be entitled to reduce the level of said loch below the level of the present outfall as shown upon the deposited plans. The Company shall however be entitled by themselves their manager or any servant under their control to use and appropriate the waters to be impounded in the said loch for the purposes of the Bill or to cause the waters so impounded to be withdrawn or let off for the purposes of the said Bill.

Sixth. The second party shall construct a carriage drive fourteen feet wide beginning at the present carriage drive on the north-east side of said loch and running round the north-east east and south sides thereof until it reaches the west-end thereof where a turning stance shall be provided at a place to be fixed by the first party or his factor for the time being and the second party shall also construct from the said turning stance a footpath at least five feet wide round the north side of said loch until the present carriage drive is reached which road and footpath shall be constructed to the reasonable satisfaction of the first party or his factor for the time being and the second party shall also fence off the said carriage drive with a substantial fence to the reasonable satisfaction of the first party or his factor for the time being.

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Seventh. The second party shall pay for the growing wood upon the ground acquired by them such reasonable sum as shall be fixed by the first party's forester.

Eighth. The soil and material for the embankment for raising the outfall of said loch shall be taken from spoil pits to be pointed out by the first party or his factor and the first party shall not make any charge for such soil and material. The said pits shall as disused be levelled and left to his reasonable satisfaction.

Ninth. The second party shall at their own expense remove the present boathouse at the said loch and erect the same at a place to be fixed by the first party or his factor.

Tenth. The first party or his successors shall be entitled to appoint some person to inspect from time to time the said loch embankments and other works of the second party connected therewith for the purpose of ascertaining that the rights reserved to the first party herein-after mentioned are not being interfered with and the second party shall pay to the first party or his foresaids the sum of thirty-five pounds per annum at Whitsunday yearly as the remuneration for the person so appointed.

Eleventh. The second party shall only have access to the said loch by the present road leading from the farm of Branchill on the estate of Craigmill to the loch or from the west by the present road leading by the Half Davoch School and Bryloch Well to the loch.

Twelfth. The first party shall have with his family friends and servants the exclusive right of fishing shooting sporting curling and skating in or over the said loch and also of keeping and using boats on the said loch but so that the exercise of such rights shall not injure the embankment pipes sluices or other works of the Company and the Company or any of their servants or any person acting under their authority by virtue of the Bill or otherwise or any other person shall not enter upon any part of the estate of the first party for any purpose or to exercise any such rights and privileges of fishing shooting sporting curling or skating or keeping or using boats on the said loch save and except that the Company or their engineer or persons under their control may enter upon the said lands and may keep and use a boat while examining and repairing the works of the Company but not otherwise.

Thirteenth. That the second party shall pay to the first party the costs charges and expenses incurred by him in connexion with the said Bill and the same shall if required be taxed by the auditor of the court of session.

Fourteenth. The second party hereby undertakes subject to the approval of Parliament to have this agreement incorporated with the Bill or clauses introduced therein giving effect hereto. Provided always that if Parliament shall see fit to make any alterations thereon which in the opinion of either party materially varies the same such party may by notice in writing withdraw from the agreement and the same shall thereupon become null and void. In witness whereof these presents consisting of this and the four preceding pages together with the marginal addition on page first hereof all written by Robert Young clerk to Grigor and Young solicitors Elgin are under the declaration that the word "hereby" occurring on the third line counting from the top of page third hereof is interlined so as to be read after the word "rights" and

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that the words "shall pay to the first party the costs charges" occurring on the twenty-ninth line counting from the top of page fourth hereof are delete before subscription subscribed by the parties hereto as follows videlicet By us the said Forres Water Company as follows they are sealed with the common seal of the Company and signed by William Watson and Alexander Fraser both residing in Forres two of our directors and John Leask solicitor Forres one of our joint secretaries before these witnesses John Cameron and Richard Alexander John Paxton both clerks to Davidson and Leask solicitors Forres at Forres on the ninth day of April eighteen hundred and ninety-eight and by the said Sir William Gordon Gordon Cumming at Pau France on the fifteenth day of the said last-mentioned month and year before these witnesses Frederick William Richardson my valet and Frederick Henry Bonniwell valet three Rue du Lycée Pau France.

FREDERICK WM. RICHARDSON witness. WILLIAM G. GORDON CUMMING.
FRED. H. BONNIWELL witness.

JOHN CAMERON witness.
R. A. J. PAXTON witness.

WM. WATSON director.
A. FRASER director.
JOHN LEASK joint secretary.

L.S.

THE NINTH SCHEDULE.

MINUTE OF AGREEMENT between MRS. MARY JANE JACKSON OF SKERRETT ROGERS (formerly Mrs. Mary Jane Jackson or Grant) widow of the late Henry Alexander Grant of Wester Elchies and now widow of the late Henry Skerrett Rogers of Cliff Castle Dalkey and residing at 10 Margaret Street Cavendish Square London JOHN LISTON PAUL Doctor of Medicine residing at 43 Queensborough Terrace Bayswater London and RALPH COMPTON CAMERON Writer to the Signet Elgin sole surviving and assumed trustees of the said late Henry Alexander Grant of Wester Elchies and Craigmill in the County of Moray of the first part (herein-after called "the Trustees") and the Provost Magistrates and Town Council of the Royal Burgh of Forres of the second part (herein-after called "the Commissioners").

WHEREAS the Commissioners are promoting in the present session of Parliament in conjunction with the Forres Water Company Limited a Bill to authorise that Company to be dissolved and to transfer the undertaking of the Company to the Commissioners and to authorise the Commissioners to construct new works and to supply water to the royal burgh of Forres and to the parishes of Forres Rafford and Dallas in the county of Elgin and to take and acquire certain lands and water rights belonging to the trustees which at the present time the Company hold from the trustees under a lease made between the

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trustees and certain persons on behalf of the Company dated the eleventh thirteenth twenty-ninth thirtieth and thirty-first days of August eighteen hundred and ninety-one whereby the Company were authorised subject to the conditions of the lease and during the period thereof to take and use certain springs or sources of supply of water sites of tanks or reservoirs and wayleaves for pipes on the trustees' lands and the Commissioners require the said temporary rights to be made permanent and the parties hereto have agreed and hereby agree conditionally on the said Bill being passed in the present session of Parliament as follows:—

First. The Commissioners may during the period of three years from and after the date on which the said Bill receives the Royal Assent purchase and acquire as lands the trustees' interest in such springs and sources of supply of water in the trustees' lands and also such lands as are within the limits of deviation shown on the plans and described in the deposited books of reference and also referred to in the Third Schedule annexed to the Bill but that only in so far as the Commissioners may wish to purchase and acquire the said springs and sources of supply and lands.

Second. The compensation price to be paid to the trustees by the Commissioners for the said springs and sources of supply of water and also for any lands to be acquired under the powers of the Bill shall failing agreement be determined by arbitration in terms of the Lands Clauses Acts and the Waterworks Clauses Acts.

Third. The trustees shall if and when required by the Commissioners grant a heritable and irredeemable servitude or wayleave for a main line of water pipes from the bridge over the public road at mains of Craigmill up the course of the Black Burn to a point above the farm of Branchill so far as the same will be situated on the lands of the trustees and shall also give reasonable access to the Commissioners to the said line of pipes for the purpose of laying and repairing the same.

Fourth. The Commissioners shall in addition to the price to be paid by them to the trustees as aforesaid also pay to them all surface and other damages which may be occasioned by any acts operations or works of the Commissioners and shall also pay full compensation to all lessees tenants and occupiers of any lands of the trustees and free and relieve the trustees of all such claims and demands and shall also pay for all loss and damage occasioned at any future time by any operations in making and carrying out any necessary repairs renewals or otherwise connected with the said works and the use of the same.

Fifth. In the event of the Commissioners not availing themselves of the powers conferred on them by the First Article hereof the Commissioners shall pay to the trustees and their successors and to the owners for the time being of the lands of Craigmill a yearly sum of eight pounds sterling in perpetuity from and after the passing of the Bill or in the option of the trustees or the owners for the time being in lieu thereof a capital payment at the rate of thirty-five years' purchase of such annual sum for the water rights of the springs on the lands of Craigmill leased to the Company by the lease before mentioned and shall also pay in perpetuity a further sum of one pound sterling yearly for every mile or part of a mile of wayleave for the main line of water pipes or connexions conferred by the said lease or provided for by said

Bill so far as the line of pipes will or may be situate upon the Estate of Craigmill or in the option of the trustees or the owner of the lands for the time in lieu of the said yearly payment of one pound sterling the Commissioners shall pay to the Trustees or the owner for the time a capital payment at the rate of twenty years' purchase of the said sum for and in respect of such wayleave.

Sixth. The Commissioners shall forthwith after the passing of the Bill maintain in all time coming in good and sufficient repair the present concrete tank at the spring or gathering well number nineteen marked on the deposited plans on the lands of Craigmill and from thence shall maintain in all time coming in good and sufficient repair a three-quarter inch lead pipe to the farm steading and farm house at mains of Craigmill and shall maintain in good and sufficient repair the present tap in the said pipe to the satisfaction of the trustees or the owner for the time being of the lands of Craigmill for supplying the cottage between the said spring or gathering well number nineteen and Craigmill mains with water for domestic purposes and shall constantly and continuously from and after the passing of the Bill supply the same by means of such pipe.

Seventh. The Commissioners shall give off from their water pipes supplies of water for domestic purposes to such dwelling-houses as may be erected at any future time upon the lands of the trustees or their successors in the neighbourhood of the Commissioners' pipes (the expense of the necessary connexions with the said pipes being borne by the trustees or their successors) The rates of payment for such water supplies shall not exceed those chargeable from time to time in the town of Forres for similar water supplies and shall be leviable on the assessed rental of the dwelling-houses receiving such supplies.

Eighth. The Commissioners shall within twelve months after the said Bill shall receive the Royal Assent furnish to the trustees certified measurements of the areas of lands belonging to the said trustees intended to be taken for the purposes of the Bill and shall also furnish certified measurements of the length to which the said pipes and conduits are intended to be laid through the lands of the trustees.

Ninth. The whole of the works mentioned in the Bill so far as these may affect the lands of the trustees shall be completed in so far as not already done to the satisfaction of James Ritchie engineer Perth whom failing an engineer to be named by the trustees or by the owner of the lands for the time and the costs and charges incurred to such engineer shall be paid by the Commissioners.

Tenth. The Commissioners shall pay the whole of the expenses already incurred and which may yet be incurred by the trustees in relation to the said Bill and in connexion with the present agreement and the scheduling of the same.

Eleventh. In respect of the foregoing matters the trustees agree not to oppose the Bill.

Twelfth. This agreement is made subject to the approval of Parliament and shall be scheduled to and confirmed by the Bill and in case the Bill should not pass into an Act this agreement shall become null and void except that the Commissioners shall be bound to relieve the trustees of the expense referred to in Article Tenth hereof.

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Lastly. Any disputes or difference which may arise between the parties in relation to this agreement are hereby referred to the decision of an arbiter to be chosen by the parties mutually or failing agreement as to such arbiter to an arbiter to be appointed by the court under the Arbitration (Scotland) Act 1894 with power to the arbiter so chosen or appointed to pronounce awards interim or final.

In witness whereof these presents typewritten on this and the five preceding pages are subscribed in duplicate by the parties hereto as follows videlicet by the said Commissioners as follows By William Grant provost and James Lawrence and David Gray Munro two of the bailies all members of the town council of the said royal burgh of Forres and as such commissioners of police of the said burgh and Robert Urquhart junior town clerk on behalf of and as authorised by the said commissioners of police (the corporate seal of the said royal burgh being at same time affixed) all at Forres upon the seventh day of July eighteen hundred and ninety-eight before these witnesses William Forrest journalist and Robert Cruickshank law clerk both residing in Forres and by the said trustees as follows By the said Ralph Compton Cameron at Elgin upon the eighth day of said month and year last mentioned before these witnesses Robert Nicol Munro clerk and Alexander Donald McCaskie apprentice both to Cameron and Jameson solicitors Elgin by the said Mrs. Mary Jane Jackson or Skerrett Rogers at London upon the eleventh day of said month and year last mentioned before these witnesses Alfred Rowdon clerk to Messrs. A. and W. Beveridge parliamentary solicitors 18 Abingdon Street Westminster London and Miss Gertrude Anna Sophia Kathleen Grant (otherwise Kathleen Grant) residing at 10 Margaret Street Cavendish Square London and by the said Doctor John Liston Paul also at London upon the day month and year last mentioned before these witnesses the said Alfred Rowdon and Louisa Beatrice David servant to the said Doctor John Liston Paul at 43 Queensborough Terrace Bayswater London.

ALFRED ROWDON witness.
KATHLEEN GRANT witness.
ALFRED ROWDON witness.
L. B. DAVID witness.
ROBT. N. MUNRO witness.
A. D. McCASKIE witness.
WILLIAM FORREST witness.
RO. CRUICKSHANK witness.

M. J. SKERRETT ROGERS.
J. L. PAUL.
R. C. CAMERON.
WILL. GRANT provost.
JAMES LAWRENCE bailie.
D. G. MUNRO bailie.
ROB. URQUHART Jr. Town Clerk.



L.S.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY FIGOTT, Esq., C.B., the Queens Printer of Acts of Parliament.

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