



CHAPTER clxxxvii.

An Act to confirm a Provisional Order under the Private A.D. 1914.
Legislation Procedure (Scotland) Act 1899 relating to
Edinburgh and District Water. [10th August 1914.]

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

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

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

2. This Act may be cited as the Edinburgh and District Short title.
Water Order Confirmation Act 1914.

A.D. 1914.

SCHEDULE.

EDINBURGH AND DISTRICT WATER.

Provisional Order to authorise the Edinburgh and District Water Trustees to construct additional works and to sanction certain works already constructed to vary and amend the existing provisions with respect to Glencorse Burn and Glencorse Reservoir and compensation water therefrom to make further provision with respect to water from the Talla Aqueduct to borrow further money and for other purposes.

WHEREAS by the Edinburgh and District Waterworks Acts 1869 to 1908 (herein-after called "the Water Acts") the Edinburgh and District Water Trustees (herein-after called "the Trustees") were incorporated and were authorised to acquire the undertaking of the Edinburgh Water Company and to construct new and additional waterworks and to supply water within the limits therein mentioned and to borrow money for those purposes:

And whereas the Trustees acquired under the Edinburgh and District Waterworks Act 1869 the undertaking of the then existing Edinburgh Water Company and have under various subsequent Acts constructed new and additional works and are supplying water within the limits of supply of the Water Acts and to persons and places beyond the same:

And whereas it is expedient that the Trustees should be empowered to construct the works herein-after mentioned so far as the same are not already constructed and to acquire and hold the lands herein-after mentioned for the purposes of the said works and that so far as any such works are already completed the same should be sanctioned and confirmed:

And whereas estimates have been prepared by the Trustees for and in connexion with the works confirmed by this Order and for the purchase of land for and the execution of the works by this Order authorised and which estimates amount to

one hundred and thirty-five thousand five hundred pounds as A.D. 1914.
follows :—

	£
Purchase of lands and servitudes - - -	22,147
Filter house - - - - -	2,000
Reservoirs filter beds &c. - - -	69,185
Trunk mains - - - - -	28,030
Other mains pipes mechanical filters &c. -	14,138
	<hr/>
	£135,500

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

And whereas it is expedient and would be of public advantage that the Trustees should be authorised to convey and discharge water from the Talla Aqueduct of the Trustees into the Glencorse Reservoir and to use the said reservoir and the water therein both for supply and for compensation purposes :

And whereas it is expedient to vary the discharge of compensation water into the Glencorse Burn and to provide for such discharge being made in accordance with the provisions herein-after contained in that behalf :

And whereas it is expedient that the Trustees should be authorised to acquire the lands herein-after described for the general purposes of the water undertaking :

And whereas it is expedient that the Trustees should be authorised to exercise their existing powers of borrowing money and the powers of levying water rates assessments and charges authorised by the Water Acts for the purposes of the works and for the purchase of lands authorised by and for the other purposes of this Order and to borrow further money for the purposes of the water undertaking :

And whereas it is expedient that the other powers in this Order mentioned should be conferred on the Trustees :

And whereas plans and sections showing the lines situations and levels of the works sanctioned and confirmed by this Order and of the works authorised by this Order and of the lands authorised to be acquired for the purposes of this Order and a book of reference thereto containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers

[Ch. clxxxvii.] *Edinburgh and District* [4 & 5 GEO. 5.]
Water Order Confirmation Act, 1914.

A.D. 1914. of such lands which may be taken for the purposes or under the powers of this Order were duly deposited with the principal sheriff clerks of the counties of Midlothian and Peebles respectively and are in this Order referred to as the deposited plans sections and book of reference :

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

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

PART I.

PRELIMINARY.

Division of
Order into
Parts.

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

- Part I.—Preliminary.
- Part II.—Works.
- Part III.—Glencorse Burn and Reservoir.
- Part IV.—Lands.
- Part V.—Financial Provisions.
- Part VI.—Miscellaneous.

Short title
and com-
mencement.

2. This Order may be cited as the Edinburgh and District Water Order 1914 and shall come into operation on the date of the passing of the Act confirming the same which date is in this Order referred to as “the commencement of this Order.”

Citation of
Water Acts and
this Order.

3. This Order and the Water Acts may be cited as the Edinburgh and District Waterworks Acts 1869 to 1914.

Incorpora-
tion of Acts.

4. The following Acts and parts of Acts (so far as the same respectively are applicable for the purposes and are not inconsistent with or varied by the provisions of this Order) are hereby incorporated with this Order :—

The Lands Clauses Acts :

The Waterworks Clauses Acts 1847 and 1863 with the exceptions specified in the Edinburgh and District Waterworks (Additional Supply) Act 1874 :

The clauses of the Railways Clauses Consolidation (Scotland) Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof

and the crossing of roads and other interference there- A.D. 1914.
with and in construing the said clauses for the purposes
of this Order the word "company" shall mean the
Trustees and the word "railway" the works by this Order
authorised and the words "centre of the railway" any
part of the said works:

The Commissioners' Clauses Act 1847 with the exceptions
specified in the Water Acts.

5. In this Order unless there be something in the subject or Interpretation.
context repugnant to such construction the several words and
expressions to which meanings are assigned by the Water Acts
and the Acts wholly or partially incorporated with this Order
have the same respective meanings and the following words and
expressions in this Order have the meanings hereby assigned to
them (that is to say):—

"The Water Acts" mean the Edinburgh and District
Waterworks Acts 1869 to 1908;

"The Trustees" mean the trustees constituted under the
Water Acts and acting for the time being in the
execution thereof and of this Order;

"The clerk" and "the treasurer" mean the clerk and
treasurer respectively for the time being of the
Trustees;

"The sheriff" means the sheriff of the Lothians and
Peebles and shall include any of his substitutes;

"The water undertaking" means in addition to the under-
taking defined in the Water Acts the works sanctioned
and confirmed and authorised by and the lands and
property to be acquired under and the rights powers
authorities and privileges authorised and conferred by
this Order.

6. From and after the commencement of this Order Repeal of
section 10 of the Edinburgh and District Waterworks Act 1876 section 10 of
shall be and the same is hereby repealed. Act of 1876.

PART II.

WORKS.

7. The construction and maintenance by the Trustees of the Confirmation
works shown on the deposited plans and sections and herein-after of construc-
in this section described are hereby sanctioned and confirmed tion of exist-
ing works.

A.D. 1914. and the Trustees may retain hold and use any lands and property or any interest therein which have been already acquired by them or which may be acquired under this Order for the purposes of or in connexion with the said works and may enter upon take and use such of the lands described in the deposited plans and book of reference as they may require for those purposes and the expenditure by the Trustees for the purposes of the said lands and works is also hereby sanctioned and confirmed.

The works in this section referred to are—

A filter house and service tank (Work No. 1) situated on land belonging to the Trustees at Fairmilehead at or near the cross roads there and situated wholly in the parish of Liberton in the county of Midlothian;

Two settling tanks (Work No. 2) on the south side of the Swanston Burn at Bowbridge situated on land belonging to the Trustees there and situated wholly in the parish of Colinton in the county of Midlothian;

A conduit aqueduct or line of pipes (Work No. 3) commencing by a junction with the Trustees' Talla main at a point twenty yards or thereby measured in a southerly direction from the centre of Bowbridge and terminating at Swanston Filters which said conduit aqueduct or line of pipes is wholly situated in the parish of Colinton in the county of Midlothian;

Two settling tanks (Work No. 4) situated on land belonging to the Trustees in Inclosure No. 734 on the twenty-five inch Ordnance survey map of the parish of Penicuik (1894) at or near the westernmost corner of the said inclosure and wholly situated in the parish of Penicuik in the county of Midlothian;

A conduit aqueduct or line of pipes (Work No. 5) commencing in the parish of West Linton in the county of Peebles by a junction with the Talla Aqueduct at a point two hundred and thirty yards or thereby measured in a south-westerly direction from the point where the said Talla Aqueduct crosses the boundary between the counties of Midlothian and Peebles and terminating in the parish of Penicuik in the county of Midlothian in the settling tanks (Work No. 4) hereinbefore described.

8. Subject to the provisions of this Order the Trustees may in the lines and according to the levels shown on the deposited plans and sections make and maintain the works hereinafter in this section described or some of them or some part or parts thereof and may enter upon take and use such of the lands described in the deposited plans and book of reference as they may require for those purposes The works in this section referred to and authorised by this Order are—

A.D. 1914.

Power to
construct
works.

A regulating well (Work No. 6) on the North Pentland Spring Aqueduct at or near the north end of Clubbiedean Reservoir embankment and situated wholly in the parish of Currie in the county of Midlothian;

A conduit aqueduct or line of pipes (Work No. 7) commencing in the parish of Currie in the county of Midlothian at the regulating well (Work No. 6) hereinbefore described and terminating in the parish of Colinton in the county of Midlothian by a junction with the Trustees' main Torduff pipe at a point in the road leading from Colinton to Torduff Reservoir twenty yards or thereby measured in an easterly direction from Torduff cistern;

A conduit aqueduct or line of pipes (Work No. 8) commencing in the parish of Colinton in the county of Midlothian by a junction with the Trustees' main Torduff pipe at the point where it crosses the road leading from Colinton to Redford and terminating in the parish of Liberton in the county of Midlothian in the service tank at Fairmilehead (Work No. 1) described in the immediately preceding section of this Order;

A conduit aqueduct or line of pipes (Work No. 9) commencing by a junction with the Trustees' Talla main at a point fifty yards or thereby measured in a northerly direction from the centre of Flotterstone Bridge and terminating in Glencorse Reservoir at a point in the embankment of such reservoir one hundred and sixty-five yards or thereby measured in a south-westerly direction from the centre of the waste weir of such reservoir which said conduit aqueduct or line of pipes is wholly situated in the parish of Glencorse in the county of Midlothian;

A.D. 1914.

A conduit aqueduct or line of pipes (Work No. 10) commencing in the parish of Glencorse in the county of Midlothian by a junction with Work No. 9 herein-before described at a point ten yards or thereby measured in a westerly direction from the point of commencement of the said Work No. 9 and terminating in the parish of Lasswade in the county of Midlothian by a junction with the 'Trustees' twenty-seven inch Moorfoot main five yards or thereby measured in a westerly direction from the centre of the cross roads at Seafield;

A conduit aqueduct or line of pipes (Work No. 11) commencing in Glencorse Reservoir eight yards or thereby measured in a south-westerly direction from the centre of the waste weir of the said reservoir and terminating by a junction with the said conduit Work No. 10 herein-before described at a point three yards or thereby measured in a northerly direction from the commencement of the said Work No. 10 which said conduit aqueduct or line of pipes is wholly situated in the parish of Glencorse in the county of Midlothian;

A conduit aqueduct or line of pipes (Work No. 12) commencing in the well on the Talla Aqueduct at Martyrs' Cross and terminating at Dalmore Mill Auchendinny which said conduit aqueduct or line of pipes is wholly situated in the parish of Glencorse in the county of Midlothian;

A service tank (Work No. 13) wholly situated in the parish of Corstorphine in the county of Midlothian in the Inclosure No. 232 on the twenty-five inch Ordnance Survey map (edition of one thousand nine hundred and eight) near the north-western boundary of the said inclosure;

A conduit aqueduct or line of pipes (Work No. 14) commencing at a point in Murrayfield Road one hundred and twenty-five yards or thereby measured in a south-easterly direction from the centre of the road known as Ravelston Dykes and terminating in the service tank (Work No. 13) herein-before described which said conduit aqueduct or line of pipes is situated wholly in the parish of Corstorphine in the county of Midlothian;

Filters and pure water tank (Work No. 15) situated on land belonging to the Trustees in Inclosure No. 519 on the twenty-five inch Ordnance Survey map of the parish of Liberton (second edition 1908) and wholly situated in the parish of Liberton in the county of Midlothian; A.D. 1914.

A conduit aqueduct or line of pipes (Work No. 16) commencing by a junction with the Trustees' Talla main at a point forty yards or thereby measured in a northerly direction from the centre of Flotterstone Bridge and terminating in the Glencorse Burn at a point seventy yards or thereby measured in an easterly direction from the centre of Flotterstone Bridge which said conduit aqueduct or line of pipes is wholly situated in the parish of Glencorse in the county of Midlothian.

9. The Trustees in addition to the foregoing works may upon the lands delineated on the deposited plans and acquired by them make erect and maintain all such scour drains connections gauges pumps water-wheels turbines filters filter-beds tanks roads approaches bridges ways pipes conduits tunnels cuts channels sluices valves pressure-reducing valves weirs accesses and all other works and conveniences connected with or incidental to the works described in the immediately preceding section of this Order but nothing in this section shall exonerate the Trustees from any action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them. Power to make subsidiary works.

10. The Trustees may in constructing the works by this Order authorised deviate laterally from the lines thereof as shown on the deposited plans to the extent of the limits of lateral deviation shown thereon and when the line of any work is shown on those plans as passing along any road and no limits of lateral deviation are marked on the deposited plans the Trustees may in making such work deviate laterally to any extent within the boundaries of such road and the Trustees may also deviate vertically from the levels of the works by this Order authorised as shown on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards Provided that in the exercise of such powers of vertical deviation the Trustees shall not lay above ground any pipe unless and except so far as is shown on the deposited sections. Power to deviate laterally and vertically.

A.D. 1914.
For protec-
tion of North
British Rail-
way Com-
pany.

11. The following provisions for the protection of the North British Railway Company (herein-after called "the North British Company") shall unless otherwise agreed between the North British Company and the Trustees apply and have effect (that is to say) :—

(1) The Trustees shall not under the powers of this Order take or acquire by compulsion any lands or property of the North British Company but shall be entitled to purchase and acquire such servitudes in and under the land and property of the North British Company as may be required for making and maintaining in accordance with the provisions of this Order the conduit aqueduct or line of pipes (Work No. 12) authorised by this Order :

(2) Before commencing the construction under the powers of this Order of the said Work No. 12 in so far as affecting the lands or property of the North British Company the Trustees shall submit plans sections and specifications of the said work to the North British Company for their approval and the said work shall be constructed and carried out in conformity with such plans sections and specifications as approved and at the sight and to the reasonable satisfaction of the engineer of the North British Company and such work shall thereafter be maintained by the Trustees to the reasonable satisfaction of such engineer Provided that the approval of the North British Company shall not be unreasonably withheld and that it shall be deemed to have been given unless the North British Company signify their disapproval within fourteen days after submission of the said plans sections and specifications Provided also that any expenses which the North British Company may reasonably incur for inspection or superintendence of the said work during execution or in connexion with the maintenance or repair of the said work at any time or in protecting their property during or in connexion with the construction maintenance or repair of the said work shall be repaid to them by the Trustees :

(3) The said work and all operations of the Trustees in connexion therewith under the powers of this Order

shall so far as these may affect the railway of the North British Company be constructed executed and completed so as not to injuriously affect or cause any injury to any railway of the North British Company or any interruption to the passage or conduct of traffic thereon and if any injury or interruption shall arise from or be in any way owing to the said work or operations of the Trustees or the bursting leakage or failure of the said work the Trustees shall forthwith make good or remove such injury or interruption at their own expense or the North British Company may do the same and the Trustees shall pay to the North British Company all proper and reasonable costs and loss or damage including loss of traffic incurred or sustained by them in respect thereof: A.D. 1914.

- (4) The Trustees shall free and relieve the North British Company from all claims whatsoever by third parties arising out of the construction or existence of the said work or the bursting leakage or failure thereof:
- (5) In the construction of the said Work No. 12 the Trustees shall not interfere with or make use of any culvert of the North British Company:
- (6) The North British Company may repair and when necessary alter or reconstruct their railways under which the said work may be laid but not so as to injuriously affect the said work of the Trustees or to interrupt the water supply otherwise than may be reasonably necessary in connexion with any work of repair alteration or reconstruction by the North British Company and if any injury or other interruption shall arise to the said work from or be owing in any way to any works or operations of the North British Company on any railway the North British Company shall forthwith make good or remove such injury or interruption at their own expense or the Trustees may do the same and the North British Company shall pay to the Trustees all costs and expenses loss or damage incurred or sustained by them in respect thereof Provided that any such works of the North British Company shall so far as they may interfere with the said work of the Trustees

A.D. 1914.
—

be done to the reasonable satisfaction of the engineer of the Trustees Any extra expense which the North British Company may incur in such repair alteration or reconstruction due to the construction or existence of the said work shall be paid by the Trustees and such extra expense if any shall failing agreement be determined by the arbiter to be appointed as after-mentioned :

- (7) If any difference shall arise between the Trustees and the North British Company or between the respective engineers of the Trustees and the North British Company as to the meaning of this section or any matter arising under the provisions of this section or as to any plans or sections or the mode of executing any works or as to any costs or expenses loss or damage provided for in this section such difference shall be determined by an arbiter to be appointed by the sheriff on the application of either party.

Power to
alter roads
&c. tempo-
rarily.

12. For the purposes and during the execution of the several works which the Trustees are by this Order authorised to make and in maintaining the same and subject to the provisions of this Order the Trustees may temporarily from time to time in any of the lands shown on the deposited plans and specified in the deposited book of reference break up or cross over or under and alter stop up or divert any streets highways roads lanes paths bridges railways canals passages sewers drains streams watercourses gas pipes and water pipes and electric or telephonic apparatus which they may from time to time find it expedient for any of those purposes so to interfere with on giving three days' notice and providing a proper temporary substitute before interrupting the traffic on any such street highway road lane path bridge railway canal or passage or the flow of water gas sewage or electricity or telephonic communication in any such sewer drain stream watercourse pipe or apparatus and making full compensation to all persons injuriously affected by anything done under the provisions of this section Provided that nothing in this section shall extend to or authorise any interference with electric telegraphic or telephonic apparatus or other property of His Majesty's Postmaster-General Provided also that nothing in this section shall extend to or authorise

any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 to 1909 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with the provisions of that section. A.D. 1914.

13. The powers of the Trustees for the compulsory purchase of lands for the purposes of this Order shall cease after the expiration of three years from the commencement of this Order. Limiting time for exercise of compulsory powers of purchase.

14. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Order it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the Third Schedule to this Order and whereof portions only are required for the purposes of this Order may (if such portions can in the opinion of the jury arbiters or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Trustees the portions only of the premises so required without the Trustees being obliged or compellable to purchase the whole or any greater portion thereof the Trustees paying for the portions taken by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise Provided that if in any case in the opinion of the jury arbiters or other authority as aforesaid any such portion cannot be severed from the remainder of such property without material detriment thereto the Trustees may at any time within one month after the date of the final decision of such jury arbiters or other authority withdraw their notice to treat for the portion required by them and thereupon they shall pay to the owner of and other parties interested in the property in respect of which or of any portion of which they have given notice to treat all loss and damage sustained and all costs charges and expenses Owners may be required to sell parts only of certain properties.

A.D. 1914. — reasonably incurred by them in consequence of such notice
Provided also that nothing in this section contained shall be held as determining whether the properties described in the said schedule are or are not subject to the provisions of section 90 of the Lands Clauses Consolidation (Scotland) Act 1845 and every such notice to sell and convey lands shall be endorsed with notice of this proviso.

Period for completion of works.

15. If the works authorised by this Order (other than Work No. 11 and Work No. 15 herein-before described) are not completed within eight years from the commencement of this Order and if the said Works No. 11 and No. 15 are not completed within fifteen years from the commencement of this Order then on the expiration of the said respective periods the powers by this Order granted to the Trustees for executing the said respective works not so completed or in relation thereto shall cease except as to so much thereof as is then completed but nothing herein contained shall restrict the Trustees from maintaining using extending enlarging altering replacing relaying duplicating increasing adding to or removing any of their conduits aqueducts mains or pipes filters filter beds tanks and other works for supplying water within the areas supplied by the Trustees and for the purposes of the water undertaking.

New works to form part of water undertaking.

16. Subject to the provisions of this Order the works already constructed and sanctioned and confirmed by this Order and the works to be constructed under this Order and any lands which may have been acquired for the works already constructed or which may be acquired under this Order shall for all purposes whatsoever be and be deemed to be part of the water undertaking.

For protection of gas mains and pipes.

17. In carrying out the works authorised by this Order the Trustees shall not themselves alter or interfere with the existing lines or levels of the mains or lines of pipes and apparatus connected therewith or any of them belonging to the Edinburgh and Leith Corporations Gas Commissioners (herein-after called "the gas commissioners") including consumers' pipes or injuriously affect or interrupt the supply of gas conveyed by the same but all such alterations on or interference with the mains or pipes and apparatus connected therewith of the gas commissioners including consumers' pipes as in the opinion of the engineer of the gas commissioners are necessary in consequence

of the carrying out of any of the said works shall be executed by the gas commissioners at the expense of the Trustees and in the event of any such works requiring to be executed by the gas commissioners at the expense of the Trustees the gas commissioners shall use every means in their power to have the works executed as economically as possible and should any dispute arise between the parties as to the cost of the said works or as to any other matter arising out of the provisions of this section the same shall be referred to an engineer to be mutually agreed on or failing agreement to an engineer to be appointed by the sheriff on the application of either party and all payments for work executed by the gas commissioners shall be made by the Trustees within three months after the cost of the work has been certified by the engineer of the gas commissioners or determined by arbitration as the case may be with interest thereafter till paid. A.D. 1914.

18. For the purpose of repairing or of cleansing any of the works pipes or aqueducts authorised by this Order the Trustees may cause the water in any such works pipes or aqueducts to be temporarily discharged into any available stream or water course. Powers for repair of works &c. and temporary discharge of water into streams.

In the exercise of the power conferred by this section the Trustees shall do as little damage as may be and shall make full compensation to all persons for any damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by an arbiter to be appointed failing agreement by the sheriff on the application of either party.

19. The Trustees may from time to time subject to the provisions of this Order lay down maintain use extend alter renew relay replace enlarge and increase the number and size of the mains pipes filter beds tanks and other works and conveniences from time to time in use or required for conveying and distributing water for the purposes of the undertaking Provided always that such extension enlargement or increase shall be executed only on lands or property belonging to the Trustees or over which they may have a servitude under the provisions of this Order or which may be acquired by them by agreement or which they are by the Waterworks Clauses Acts 1847 and 1863 entitled to open and break up for such purposes. Trustees may enlarge or increase number of pipes &c.

A.D. 1914.

PART III.

GLENCORSE BURN AND RESERVOIR.

Provisions as
to compensa-
tion water to
Glencorse
Burn and
user of Glen-
corse Reser-
voir.

20. Notwithstanding anything contained in the existing Acts relating to the water undertaking prescribing the use of the Glencorse Reservoir of the Trustees and the quantity of compensation water required to flow over the existing gauge on the Glencorse Burn near the Crawley Cistern in the parish of Glencorse and county of Midlothian the following provisions shall apply and have effect and the provisions of the said existing Acts with respect to the use of the said reservoir and the compensation water thereby provided are hereby amended accordingly :—

- (1) The Trustees may by means of the Works No. 9 and No. 11 by this Order authorised or by one of them in addition to the water otherwise flowing into the Glencorse Reservoir convey and discharge into the Glencorse Reservoir from the main aqueduct conveying water from the Talla Reservoir of the Trustees to Edinburgh (in this section referred to as “the Talla Aqueduct”) such quantity of water as they may from time to time think fit and may by means of their existing works and the works by this Order authorised or some of them draw off and use the water so conveyed and discharged into the Glencorse Reservoir together with the water naturally flowing into the same as the Trustees may from time to time require for the purposes of the water undertaking :
- (2) In lieu of the amount of compensation water of one million nine hundred and eighty thousand gallons presently required to be allowed to flow through the said gauge as compensation for the water taken from the Crawley Spring and the catchment area of the Glencorse Burn and its tributaries above the said gauge the Trustees after they have commenced to deliver the respective quantities of water as provided in the immediately succeeding subsection of this section shall during every day of twenty-four hours allow to flow down the Glencorse Burn in a regular and continuous flow through the said gauge one million four hundred and thirty thousand gallons of

compensation water Provided always that the said A.D. 1914.
last-mentioned quantity of compensation water may
be discharged from the Talla Aqueduct or from the
Glencorse Reservoir or partly from the Talla Aqueduct
and partly from the Glencorse Reservoir as the
Trustees may think fit Provided also that the water
naturally draining into the Glencorse Burn between
the said gauge and the Glencorse Reservoir shall
continue to be computed as part of the said last-
mentioned quantity of compensation water :

- (3) The Trustees shall on the completion of Work No. 12
by this Order authorised (which said work shall not
be less than nine inches in diameter) discharge or
deliver in a regular and continuous flow from the
Talla Aqueduct during every day of twenty-four
hours not less than the respective quantities of com-
pensation water specified in the first column of the
Fourth Schedule to this Order at the points specified
in the second column of the said Fourth Schedule
(herein-after referred to in this section as "the points
of delivery") Provided always that the said respec-
tive quantities of compensation water shall along with
the said one million four hundred and thirty thousand
gallons referred to in the immediately preceding sub-
section of this section be deemed to be the compen-
sation water to the Glencorse Burn and the River
North Esk Provided also that the respective owners
lessees and occupiers for the time being of lands
mills manufactories and works on the said burn or
river shall only use the said respective quantities of
water as riparian owners or as they were entitled to
use the water flowing down the said burn or river
immediately before the commencement of this Order :

- (4) If the Trustees should at any time find it necessary or
desirable temporarily to discontinue the conveyance
of water through the Talla Aqueduct for the purpose
of executing any necessary work of repair or of
cleansing or for examining the said aqueduct or for
any necessary purpose or for any cause beyond their
control the Trustees may discontinue the discharge
of water from the Talla Aqueduct as provided by the

A.D. 1914.

immediately preceding subsection of this section for such period as they may think fit but in such event the Trustees shall in substitution therefor deliver from the Glencorse Reservoir during such period at the points of delivery the like quantities of water (drawn from the said reservoir at the same level as the supply drawn therefrom for the supply of Edinburgh) in like manner and subject to like conditions:

- (5) The Trustees shall not be liable for any loss or damage arising from or in consequence of any interruption in the flow of the respective quantities of water set forth in the Fourth Schedule to this Order due to accident or to frost or to any cause not within the control of the Trustees and also as regards Work No. 12 during any necessary repairs renewals or cleansing operations Provided that in the event of any such interruption and so long as it shall continue the quantity of water allowed to flow down the Glencorse Burn in terms of subsection (2) of this section from the Talla Aqueduct or Glencorse Reservoir as the case may be shall be correspondingly increased:
- (6) The Trustees shall provide and maintain suitable meters at the points of delivery through which the said respective quantities of water specified in the said Fourth Schedule shall flow or be delivered from the Talla Aqueduct or Glencorse Reservoir (as the case may be) and such meters shall be under the control of the Trustees and shall be open at all reasonable times to the inspection of all persons having an interest in the said compensation water:
- (7) The Trustees may at any time if they think fit furnish a supply of water to any person from or by means of the said Work No. 12 provided that the quantities of compensation water to be discharged from the said Work No. 12 be not thereby prejudicially affected and that nothing shall be done by the Trustees to prevent the supply of five hundred thousand gallons per day specified in the said Fourth Schedule to this Order being delivered at a head of not less than one hundred

and twelve feet above the termination of the said A.D. 1914.
Work No. 12:

- (8) The quantities of compensation water provided by this section shall be deemed to be and shall be accepted as full compensation and in full discharge of all obligations of the Trustees by all owners lessees and occupiers of lands mills manufactories and works and by all persons using the water on the Glencorse Burn and River North Esk:
- (9) The continuance and maintenance of the log of timber or substitution of other material on the waste weir of the Glencorse Reservoir by which the waste weir of the Glencorse Reservoir is raised to the extent of one foot or thereabouts shall be subject to the statutory rights as amended by this section of all parties interested in the compensation water of the Glencorse Burn.

21. The agreement dated the twenty-fifth day of April one thousand nine hundred and fourteen made between the Trustees of the first part and Alexander Wood Inglis of the second part and the agreement dated the twenty-fifth twenty-seventh twenty-eighth and twenty-ninth days of April and the seventh day of May one thousand nine hundred and fourteen made between the Trustees of the first part Edward Lawrence Hamilton Archibald Herbert James and Thomas Duncan Leith as Trustees of the late Alexander Edmund Coutts Trotter of the second part and Mrs. Madeleine Philippa Selby Lowndes or Trotter of the third part set forth in the Fifth Schedule to this Order are respectively hereby confirmed and made binding on the parties thereto.

Confirma-
tion of
agreements.

PART IV.

LANDS.

22. Subject to the provisions of this Order and in addition to the other lands which the Trustees are by this Order authorised to acquire the Trustees may by agreement enter upon take hold use and appropriate for the general purposes of the water undertaking all or some part or parts of the following lands delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say):—

Power to
Trustees to
acquire lands
for general
purposes.

The lands shown on the deposited plans situated in the parish of Glencorse and county of Midlothian being part

A.D. 1914.

of the lands of Castlelaw belonging or reputed to belong to the Trustees of the late Alexander Edmund Coutts Trotter of Castlelaw and part of the lands of House of Muir belonging or reputed to belong to Alexander Wood Inglis of Glencorse the lands so to be acquired being bounded on the north and east sides partly by the road leading from Flotterstone Bridge to Glencorse Reservoir and partly by property belonging to the Trustees on the south side by the centre of the Glencorse Burn and on the south-west and west sides by property belonging to the Trustees.

Power to
agree as to
drainage of
lands.

23. The Trustees may make and carry into effect agreements with the owners lessees or occupiers of any lands within any of the drainage areas of the Trustees' reservoirs and works or any of them with reference to the execution by the Trustees or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting and conveying the waters flowing to upon or from such lands directly or derivatively into such reservoirs and works or any of them and preserving the purity thereof.

Power to
acquire and
hold lands
for protec-
tion of water
supply and
prevention of
pollution.

24. The Trustees may hold any lands acquired by them for the purposes of or in connexion with the water undertaking and by agreement may also purchase acquire and hold any other lands within the areas from which water drains or might drain into the reservoirs aqueducts works or pipes of the Trustees or take servitudes or restrictions over any such lands which may in their opinion be necessary or desirable for the purpose of securing the purity of the water in the drainage areas of the Trustees and of protecting their water supply against pollution nuisance encroachment or injury and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts Provided that the Trustees shall not create or permit any nuisance on the lands which may be so acquired and shall not erect or permit the erection of any buildings on such lands except such as are required in connexion with the water undertaking or for farm buildings.

The Trustees may let for such period as they think fit or sell or feu any land held as aforesaid or acquired under this section on such terms conditions and restrictions as regards its

use as to the Trustees may seem fit and to secure that such land shall not be manured or broken up for tillage and that no buildings which may prejudicially affect the water supply or the purity of the water shall be erected thereon. The proceeds of the sale of any lands by the Trustees shall only be applied to purposes of this Order to which capital is properly applicable : A.D. 1914.

Provided that before selling leasing or renting such lands to others the Trustees shall first be bound to offer them in sale or to lease or rent them to the owner from whom they shall have purchased feued or leased the same at such price or rent and subject to such conditions or servitudes as they shall be willing to sell lease or rent them to such other person or persons and the said owner shall have two months from the date of such offer within which to exercise his option of purchasing leasing or renting the said lands.

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

26. The Trustees shall not construct any works for taking or intercepting water from any lands acquired by them unless the works are authorised by and the lands upon which the same are to be constructed are specified in this Order or in an Act of Parliament or Order confirmed by Parliament. Limiting powers of Trustees to abstract water.

27. The Trustees may for the purposes of this Order purchase (by agreement but not otherwise) and hold in addition to any lands held by and vested in them or authorised to be acquired compulsorily by them under the provisions of this Order any other lands not exceeding twenty acres for the purposes of or in connexion with the works by this Order authorised. Provided that nothing in this Order shall exempt the Trustees from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so purchased under this section. Power to take additional lands by agreement.

A.D. 1914.

Trustees
may acquire
servitudes
only in cer-
tain cases.

28.—(1) The Trustees may in lieu of acquiring any lands for the purposes of the works authorised by this Order where the same are intended to be constructed underground acquire such servitudes only in or over such lands as they may require for such purposes and may give notice to treat in respect of such servitudes describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such servitudes as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Trustees have acquired servitudes only under the provisions of this section the Trustees shall not 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 subject to such servitudes have the same rights to use and cultivate the said lands at all times as if this Order had not been confirmed.

(3) Provided always that nothing in this section contained shall authorise the Trustees to acquire by compulsion any such servitude in any case in which the owner in his particulars of claim shall require the Trustees to acquire the lands in respect of which they have given notice to treat for the acquisition of a servitude only and every notice to treat for the acquisition of a servitude shall be endorsed with notice of this provision.

PART V.

FINANCIAL PROVISIONS.

As to bor-
rowing
powers in
Water Acts.

29. The powers to borrow money contained in the Water Acts shall and may be exercised by the Trustees and applied for the purposes of this Order as well as for the purposes of the Water Acts and the money so borrowed may be applied for all such purposes so far as the same are purposes to which capital is properly applicable and such money may be borrowed on the security of the several rates rents and charges leviable by the Trustees under the provisions of the Water Acts and on the other revenues of the Trustees.

Borrowed
money.

30. In addition to any money which the Trustees have borrowed or are authorised to borrow under the Water Acts the Trustees may from time to time borrow under the authority of this Order by way of mortgage or otherwise all such sums as may be necessary for the purposes of the Water Acts and this

Order and for the purchase of lands and for the construction of works authorised by this Order and for the general purposes of this Order not exceeding in the whole the sum of one hundred thousand pounds and such further sum as may be necessary for paying the costs charges and expenses of this Order and the confirmation thereof and in security of the sums to be borrowed under the provisions of this Order the Trustees may make and grant mortgages and assignations of the several rates rents and charges leviable under the provisions of the Water Acts and of the other revenues of the Trustees and if after having borrowed such moneys or any part thereof the Trustees pay off the same otherwise than by means of the sinking fund they may again borrow the amount so paid off and so from time to time And all the provisions as to re-borrowing borrowing on cash account borrowing for current expenses funding of debt granting of terminable annuities sinking fund form of mortgages interest warrants and application for judicial factor contained in the Water Acts with reference to the sums therein authorised to be borrowed shall mutatis mutandis apply to the additional moneys to be borrowed under this Order Provided that any moneys borrowed for paying the costs charges and expenses of this Order and the confirmation thereof shall not be re-borrowed.

A.D. 1914.

31.—(1) In addition to the powers which the Trustees possess under the Water Acts and this Order to borrow money by mortgage annuity cash credit funded debt and terminable annuities or otherwise they may at any time raise by means of temporary loans or loans for short periods (in this section called "short loans") any moneys which the Trustees are by the Water Acts and this Order authorised to borrow Provided always that the whole sum due and owing by the Trustees on short loans and for money borrowed by mortgages or otherwise shall not when taken together exceed the sum by the Water Acts and this Order authorised to be borrowed:

Power to
borrow on
short loans.

Provided also that every short loan shall be repaid not later than six months after the expiry of the financial year in which it is borrowed and that money shall not be borrowed by short loans for the purpose of replacing money already so borrowed :

Provided further that the total amount of money for the time being so borrowed on short loans shall not at any one time exceed ten per centum of the total amount of money for

A.D. 1914. the time being borrowed under the Water Acts and this Order
 — and outstanding.

(2) A register of short loans from time to time raised by the Trustees shall be kept by the treasurer and such register shall show the amount of each short loan and the names of the persons who have advanced the money the date of issue the date when the same falls due and the date of payment and the said register shall at all reasonable times be open to inspection without payment of any fee by any creditor of the Trustees on mortgage or otherwise.

(3) The Trustees may from time to time make regulations with respect to the form and mode of issue and of payment and discharge of short loans under this section.

(4) Moneys borrowed by the Trustees on short loans shall have the same charge and security as mortgages issued under the Water Acts or this Order as the case may be and the provisions of the Water Acts and this Order shall apply to such moneys.

Saving
existing
annuities
and secu-
rities.

32. Nothing in this Order contained shall prejudice or affect the several preferences created by the Edinburgh and District Waterworks Act 1869 or any annuities debentures mortgages or assignments in security granted by the Trustees under the Water Acts and subsisting at the commencement of this Order and the same shall during the continuance thereof be as valid and effectual in all respects as if the Act confirming this Order had not been passed and shall have priority to any money which may be raised under this Order Provided always that all securities granted by the Trustees for money borrowed under this Order shall rank together *pari passu* without preference or priority the one over the other.

Application
of money
borrowed.

33. All money borrowed by the Trustees under the Water Acts or this Order shall be applied for the purposes of the Water Acts and this Order to which capital is properly applicable.

Protection of
lenders from
inquiry.

34. Any person lending or paying money under the Water Acts or this Order to the Trustees shall not be bound to inquire as to the observance by the Trustees of any provisions of the Water Acts or this Order or of any Act incorporated therewith or be bound to see to the application or be answerable for any loss misapplication or non-application of such money or of any part thereof.

35. When a transfer of any mortgage granted or issued by the Trustees is intimated to the Trustees through the clerk the clerk in addition to the entry in the mortgage register relating thereto shall on their behalf and in lieu of the granting or issuing of a new mortgage by the Trustees make an endorsement on the mortgage to which such transfer relates in the form contained in the First Schedule to this Order or as nearly as may be thereto and shall sign the same and mortgages so endorsed shall be as good and effectual to the transferee or transferees as if the mortgage had been originally granted in his or their favour.

A.D. 1914.
 —
 Endorse-
 ment on
 mortgages
 on transfer.

36. On the repayment of any money borrowed by the Trustees on mortgage or otherwise the receipt therefor shall when possible be endorsed on such mortgage or other security writ and may be in the form contained in the Second Schedule to this Order and whether such receipt be endorsed on such mortgage or other security writ or otherwise the signatures of the granters of such receipts shall be subscribed before two witnesses whose designations and addresses shall be appended to such receipts.

Receipt on
 repayment
 of mortgages
 &c.

37. The Trustees shall not be bound to see to the execution of any trust whether express implied or constructive to which any mortgage or other security writ may be subject and the receipt of the person in whose name any mortgage stands in the register of mortgages shall be a sufficient discharge to the Trustees for any money payable in respect of such mortgage notwithstanding any trusts to which the same may be subject and that whether or not the Trustees have had notice of such trusts and the Trustees shall not be bound to see to the application of the money paid upon such receipt as aforesaid.

Trustees not
 bound to
 regard trusts.

PART VI.

MISCELLANEOUS.

38. If any person shall pull down or break or deface any notice board erected by the Trustees or shall obliterate any of the letters or figures thereon or on any public mark or notification denoting the position of any fire plug he shall forfeit for every

Defacing
 notice
 boards.

A.D. 1914. such offence a sum not exceeding five pounds and he shall also defray the expenses of restoring such notice board or mark or notification and such expenses shall be recoverable as any penalty by the Water Acts imposed may be recovered.

Deposit of
maps.

39. It shall be sufficient compliance by the Trustees with the provisions of the Waterworks Clauses Act 1847 with respect to the deposit of a map showing the course and situation of all pipes or conduits of the Trustees for the collection passage or distribution of water and underground works belonging to them if such pipes or conduits and underground works of the Trustees shall be shown on the maps or plans required under the provisions of section 19 of the said Act to be kept in the office of the Trustees and on the maps or plans required to be deposited under the provisions of section 20 of the said Act with the county and town clerks of the counties and burghs within which the pipes or conduits and underground works are situate.

Allowance
to officials on
retirement.

40. The Trustees may and they are hereby authorised at any time and from time to time if they think fit to grant and pay out of the revenues of the Trustees allowances to any officials of the trust on such officials retiring from office but the Trustees in granting any such allowances shall have regard to the age or condition of health or length of service of such officials and such allowances may in the discretion of the Trustees be either by way of an annual sum payable at such times and in such proportions as the Trustees may determine or by single payment and if such allowance shall be by an annual sum the same shall not exceed for every completed year of service of such official one-sixtieth of the average yearly salary paid to such official for the three years immediately preceding the date of his retirement and in no case shall such annual sum exceed two-thirds of the aforesaid average yearly salary and if such allowance shall be by a single payment the same shall not exceed the amount of one month's salary (calculated upon the aforesaid average yearly salary) for every completed year of service Provided always that the Trustees shall not have power to grant such allowances to officials as aforesaid unless they have been in the employment of the Trustees for not less than twenty years:

Provided also that allowances granted under this section of this Order shall be payable to or in trust for the person entitled to receive the same and shall not be assignable or arrestable for his debts or other liabilities. A.D. 1914.

In this section the expressions "official" or "officials" means and includes the clerk the engineer the treasurer the collector and the surveyor for the time being of the Trustees and the clerical and other assistants comprising the office staff of the Trustees.

41. Whereas a sum of two hundred and two pounds four shillings and twopence being the amount of dividends unclaimed by the shareholders of the dissolved Edinburgh Water Company was consigned in one of the chartered banks in Scotland by the Trustees on the eleventh day of November one thousand eight hundred and seventy And whereas the said sum to the extent of thirty-nine pounds two shillings only has been claimed and uplifted and paid to the persons entitled thereto It is hereby provided that the balance of the said sum now remaining may be uplifted and used by the Trustees for the purposes of the water undertaking Provided that in the event of such dividends or any part thereof being claimed by persons legally entitled thereto the Trustees may on being satisfied as to their legal title pay over to such persons any such dividend without interest thereon or may require the claim to be established Provided that the liability of the Trustees shall not exceed in the whole the said balance amounting to the sum of one hundred and sixty-three pounds two shillings and twopence. Unpaid dividends at bank.

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

43. All the powers and provisions contained in the Water Acts or any of them with reference to the water undertaking in so far as they are not repealed amended or altered by any of the Water Acts and this Order shall be and the same are hereby so far as applicable extended and applied to the works by this Application of Water Acts.

A.D. 1914. Order sanctioned and authorised and to the purposes of this
— Order.

Costs of
Order.

44. All costs charges and expenses incurred preparatory to and in applying for obtaining and confirming this Order or in any way incidental thereto shall be paid by the Trustees out of the rates to be levied by them or other revenues of the Trustees or out of the moneys authorised to be borrowed under the authority of this Order and in case such costs are paid out of borrowed moneys the same shall be repaid within five years after the commencement of this Order.

The SCHEDULES referred to in the foregoing Order.

THE FIRST SCHEDULE.

FORM OF ENDORSEMENT BY THE CLERK.

Edinburgh and District Water Trust Offices 19 .
Transferred conform to entry of this date in Mortgage Register to the
name of

(To be signed by the clerk.)

Clerk to the Trust.

THE SECOND SCHEDULE.

A.D. 1914.

RECEIPT.

Received from the Edinburgh and District Water Trustees the sum of _____ sterling being the principal sum contained in the within mortgage (all interest thereon having been previously paid) and the said mortgage is now delivered up as paid.

Signed by [me or us] on the dates affixed under [my or our] signature[s] before the witnesses subscribing opposite [my or our respective] signature[s].

Witness.

Witness.

Date _____

NOTE.—If all holders sign at same time only two witnesses are required. If holders sign at different times two witnesses must sign for each subscription.

Witnesses must be above age of 14 and must add address and designation to their signatures.

THE THIRD SCHEDULE.

LANDS HOUSES OR OTHER BUILDINGS OR MANUFACTORIES OF WHICH PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parish.	Numbers on deposited Plans.
Currie - - - - -	5
Glencorse - - - - -	4 5 49 50 52 and 53

A.D. 1914.

THE FOURTH SCHEDULE.

Quantity of Compensation Water to be Delivered.	Position of Points of Delivery.
30,000 gallons daily - - -	At or near Milton Mill.
20,000 gallons daily - - -	At or near Bush West Lodge.
500,000 gallons daily - - -	At or near the termination of Work No. 12.

THE FIFTH SCHEDULE.

Stamp.

Three
pounds
fifteen
shillings.

AGREEMENT between the EDINBURGH AND DISTRICT WATER TRUSTEES (herein-after called the "first parties") of the first part and ALEXANDER WOOD INGLIS heir of entail in possession of the estates of Glencorse and Loganbank in the parish of Glencorse and county of Midlothian (herein-after called the "second party") of the second part.

WHEREAS for the purposes of their water undertaking the first parties under statutory authority obtain water from inter alia the valley of the Glencorse Burn a tributary of the River North Esk;

And whereas the first parties are required under statutory obligation to allow to flow through a gauge placed near Crawley Cistern on the said Glencorse Burn two hundred and twenty cubic feet of water per minute or one million nine hundred and eighty thousand gallons per day in a continuous flow as compensation to the Glencorse Burn and River North Esk and that in accordance with and subject to the provisions contained in the statutes applicable thereto;

And whereas the said quantity of compensation water passing through the said gauge is discharged mainly from the reservoir of the first parties known as "Glencorse Reservoir";

And whereas it is expedient for the proper administration of the water undertaking to have additional storage facilities within or near the limits of supply;

And whereas the second party is a riparian proprietor on the said Glencorse Burn and uses the water of that burn for his estates of Glencorse and Loganbank and also for power purposes;

And whereas the said Glencorse Reservoir would be suitable and convenient for additional storage and as a service reservoir and it is

expedient that the first parties should be empowered to use the said reservoir for such purposes and to use the waters to be stored therein for the purposes of their water undertaking and that the existing statutory provisions relative to the Glencorse Reservoir and to the compensation water which the first parties are presently under obligation to allow to flow through the said gauge on the Glencorse Burn should be amended ;

A.D. 1914.

And whereas the first parties are promoting a Provisional Order (herein referred to as "the Order") in the present session for authority inter alia to effect the said purposes and the second party has lodged a petition against the Order ;

And whereas the first parties have entered into negotiations with the second party with the view of meeting the objections of the second party to the proposals of the Order so far as affecting the said entailed estates and the water rights in Glencorse Burn pertaining thereto ;

And whereas the first and second parties have agreed that in lieu of the existing rights in the said burn of the second party and his successors in the said entailed estates the provisions herein-after contained should unless otherwise agreed in writing have effect :

Therefore the first parties and the second party for the rights and interests of himself and his successors in the said entailed estates have agreed and do hereby agree as follows videlicet :—

First—On the completion of Work No. 12 of the Order and the carrying into effect of the provisions of the Order with respect to the compensation water to be delivered under the provisions of the Order to the Glencorse Burn the first parties shall deliver under reasonable pressure to the second party and his successors in the said entailed estates of Glencorse and Loganbank such quantity of water as may be required by him or them not exceeding thirty thousand gallons on each day in the year in perpetuity through meter and without charge from the said Work No. 12 at such point or points (not exceeding four) on the said work as may be selected by the second party or his successors on his property below Flotterstone Bridge provided that the first parties in delivering said water shall not insert any pressure-reducing apparatus at the point of connexion to Work No. 12 other than the necessary and sufficient meter and it is hereby declared that such quantity of water shall be deemed part of the compensation water to the Glencorse Burn provided in accordance with the Order and shall be subject to the provisions of the Order relating to the said compensation water and the second party shall free of expense to the first parties provide the ground for the meters required to measure the water to be delivered as aforesaid and the first parties shall provide and maintain the said meters which shall be under the control of the first parties and shall

A.D. 1914. be open at all reasonable times to the inspection of any person
— interested.

Second—The second party and his successors in the said entailed estates shall at his or their own expense and to the satisfaction of the first parties provide lay and maintain all necessary piping and relative apparatus connected therewith for the conveyance from the said Work No. 12 of said thirty thousand gallons per day of compensation water to be delivered as aforesaid but the expense of the necessary connexions with the first parties' main pipe shall be borne by the first parties.

Third—The first parties shall before exercising the powers with respect to the compensation water authorised by the Order (1) provide to the second party an oil engine of 10-brake horse power to be delivered and erected with the necessary gearing and machinery at Milton Meal Mill (2) instal in a suitable house at or near Flotterstone Bridge a pressure turbine to be worked by such portion of the compensation water to be delivered by the Trustees to Glencorse Burn through Work No. 16 of the Order as may in the opinion of William Carstairs Reid and George Somervel Carfrae both civil engineers Edinburgh be sufficient to give lighting power at Loganbank House as after-mentioned and shall provide a suitable dynamo in connexion with the said turbine and lay underground the necessary electric wires from the said dynamo to a point to be arranged outside Loganbank House and connect up with the existing electric installation so as to give the same lighting power as the existing works are in the opinion of the said William Carstairs Reid and George Somervel Carfrae capable of developing and the second party shall grant to the first parties all facilities for the laying of the said wires and provide the necessary ground for the same and for the said oil-engine and dynamo and for any necessary electric plant and for any buildings required for any of these purposes free of expense to the first parties declaring that in the event of the failure of the said William Carstairs Reid or George Somervel Carfrae or of their differing in opinion the said questions to be determined by them under this Article shall be determined by an engineer to be appointed on the application of either party by the sheriff of the Lothians and Peebles and the decision of such engineer shall be final.

Fourth—The first parties shall not be liable for any loss or damage arising from or in consequence of any interruption in the delivery of water provided under and for the purposes of this agreement due to accident or to frost or to any other cause not within the control of the first parties and also during any necessary repairs renewals or cleansing operations.

Fifth—The pipes and works so far as constructed by the first parties under the provisions of the Order (excluding the said oil-

engine turbine dynamo and electric plant) shall be and remain the property of the first parties and shall continue under their sole control and use for such purposes of the water undertaking as they may deem necessary or expedient subject to the delivery by the first parties of compensation water provided under this agreement. A.D. 1914.

Sixth—The first parties shall provide erect and instal the said oil-engine turbine dynamo and electric plant at the sight and to the reasonable satisfaction of an engineer to be appointed by the second party.

Seventh—The first parties shall provide construct and maintain with a constant supply of water free of charge three drinking troughs in the field or fields belonging to the second party between Flotterstone Bridge and Glencorse Reservoir which fields are numbered 435 in the parish of Glencorse on the Ordnance Survey map published in 1894 at points alongside of the Glencorse Burn to be arranged between the first parties and the second party for the watering of stock in said fields and at a level in each case not more than three feet above the level of the burn.

Eighth—The second party agrees to give the wayleaves as after-mentioned and the first parties shall pay to the second party or his foresaids in respect of the wayleaves to be acquired from him for the pipe tracks to be constructed through the lands belonging to the second party under the provisions of the Order such sum as shall be determined by an arbiter to be mutually chosen or in the event of their failing to agree upon an arbiter by an arbiter to be appointed by the sheriff of the Lothians and Peebles on the application of either party and the first parties shall also settle all claims for surface and other damages which surface and other damages shall in like manner be determined failing agreement by arbitration and shall also settle all claims by tenants for damages.

Ninth—The first parties shall within six months from and after the date of coming into operation of the provisions of the Order with respect to Glencorse Reservoir and the compensation water as therein proposed to be authorised pay to the second party or his foresaids in manner aftermentioned a sum of two thousand six hundred pounds (£2600) sterling which shall cover and be in full of all claims for maintenance renewal and running costs supervision and all other charges of the said oil-engine turbine dynamo and electric plant and also in full of all claims in respect of loss of amenity and the said sum is hereby accepted by the second party in full satisfaction thereof and of all claims competent to the second party and his successors in the said entailed estates in any manner whatsoever in respect of

A.D. 1914. the exercise of the powers and carrying out of the purposes of the
— Order.

Tenth—All sums payable as aforesaid shall be paid into bank in terms of section 67 of the Lands Clauses Consolidation (Scotland) Act 1845 relative to compensation payable to heirs of entail and the second party and his aforesaid shall settle and hereby binds and obliges himself and them to settle all claims of tenants on the said estates for abatement of rent.

Eleventh—The first parties agree that the amount of compensation water to be sent down the said burn in the future shall be one hundred and fifty-five cubic feet per minute for ever thereafter and further agree that the scouring of the filter beds shall continue to be regulated by section 89 of the Edinburgh Water Company's Act 1856.

Twelfth—This agreement shall be subject to the approval of the Secretary for Scotland and of Parliament and shall be scheduled to and confirmed by the Order The second party shall withdraw his petition against the Order and shall not further oppose directly or indirectly the granting of the Order In the event of the Order failing to be sanctioned by Parliament so far as regards the provisions relating to Glencorse Reservoir and the compensation water to the said Glencorse Burn this agreement and all that has followed hereon shall be null and void and neither party shall be bound thereby.

Thirteenth—Both parties agree and bind and oblige themselves and their successors to execute when required all deeds and writings necessary to give effect to this agreement and to implement and fulfil the whole provisions and conditions of the same.

In witness whereof these presents printed on this and the four preceding pages are subscribed by the parties hereto as follows videlicet By the Right Honourable Robert Kirk Inches lord provost of the city of Edinburgh chairman of and William Boyd writer to the signet Edinburgh clerk to the said The Edinburgh and District Water Trustees for and on behalf of and as authorised by them both at Edinburgh on the twenty fifth day of April nineteen hundred and fourteen as follows— By the said Right Honourable Robert Kirk Inches before these witnesses Robert Morris Edgar cashier 88 Princes Street Edinburgh and James Pollock clerk to the said William Boyd and by the said William Boyd before these witnesses the said James Pollock and Robert Fraser Forsyth also clerk to the said William Boyd the corporate seal of the said Trustees being

adhibited hereto on behalf foresaid by the said William Boyd A.D. 1914.
 and by the said Alexander Wood Inglis at Milton Bridge
 Midlothian on the day month and year last mentioned before
 these witnesses James Elliot Balfour Melville chartered accountant
 Edinburgh and John Cook writer to the signet Edinburgh.

R. M. EDGAR Witness.

JAMES POLLOCK Witness.

JAMES POLLOCK Witness.

ROBERT F. FORSYTH Witness.

J. ELLIOT BALFOUR MELVILLE
 Witness.

JOHN COOK Witness.

ROBERT K. INCHES

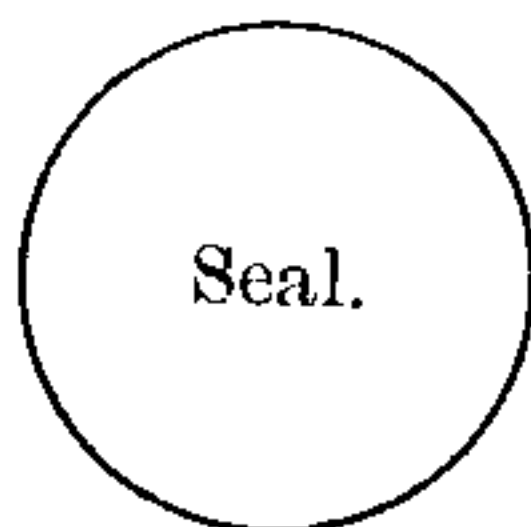
Lord Provost

Chairman.

WILLIAM BOYD

Clerk.

ALEX. W. INGLIS.



AGREEMENT between the EDINBURGH AND DISTRICT WATER TRUSTEES
 (herein-after called the "first parties") of the first part EDWARD
 LAWRENCE HAMILTON of the Cedar House South Mimms Barnet
 ARCHIBALD HERBERT JAMES of Bonningtons Hunsdon Ware Herts
 and THOMAS DUNCAN LEITH solicitor in the Supreme Courts of
 Scotland Edinburgh as trustees of the late Alexander Edmund
 Coutts Trotter Esq. of Castlelaw Bush and Dryden appointed by
 and acting under his trust disposition and settlement dated the
 sixth day of June nineteen hundred and eleven and registered in
 the Books of Council and Session the ninth day of June nineteen
 hundred and thirteen (herein-after called the "second parties") of
 the second part and Mrs. MADELEINE PHILIPPA SELBY LOWNDES or
 TROTTER widow of the said Alexander Edmund Coutts Trotter and
 residing at Bush aforesaid (herein-after called the "third party")
 of the third part.

Stamp.



WHEREAS for the purposes of their water undertaking the first parties
 under statutory authority obtain water from inter alia the valley of the
 Glencorse Burn a tributary of the River North Esk;

And whereas the first parties are required under statutory obliga-
 tion to allow to flow through a gauge placed near Crawley Cistern on
 the said Glencorse Burn two hundred and twenty cubic feet of water
 per minute or one million nine hundred and eighty thousand gallons
 per day in a continuous flow as compensation to the Glencorse Burn
 and River North Esk and that in accordance with and subject to the
 provisions contained in the statutes applicable thereto;

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—

And whereas the said quantity of compensation water passing through the said gauge is discharged mainly from the reservoir of the first parties known as "Glencorse Reservoir";

And whereas it is expedient for the proper administration of the water undertaking to have additional storage facilities within or near the limits of supply;

And whereas the second parties are riparian proprietors on the said Glencorse Burn;

And whereas the said Glencorse Reservoir would be suitable and convenient for additional storage and as a service reservoir and it is expedient that the first parties should be empowered to use the said reservoir for such purposes and to use the waters to be stored therein for the purposes of their water undertaking and that the existing statutory provisions relative to the Glencorse Reservoir and to the compensation water which the first parties are presently under obligation to allow to flow through the said gauge on the Glencorse Burn should be amended;

And whereas the first parties are promoting a Provisional Order (herein referred to as "the Order") in the present session for authority inter alia to effect the said purposes and to construct the works specified in the Order certain of which as shown on the deposited plans pass over through or under lands belonging to the second parties and the second parties and the third party who is life-rentrix in the said lands have lodged petitions against the Order;

And whereas the first parties have entered into negotiations with the second and third parties with the view of meeting their objections to the proposals of the Order so far as affecting the lands belonging to or in which they are interested and the water rights in Glencorse Burn pertaining thereto;

And whereas the first parties and the second parties have agreed that in lieu of the existing rights in the said burn of the second parties and their successors in the said lands the provisions herein-after contained should have effect and that the arrangements herein-after contained regarding the said works should be made:

Therefore the first parties and the second and third parties for their respective rights and interests and those of their successors in the said lands have agreed and do hereby agree as follows videlicet:—

First—On the completion of Work No. 12 of the Order and the carrying into effect of the provisions of the Order with respect to Glencorse Reservoir and the compensation water to be delivered under the provisions of the Order to the Glencorse Burn as therein proposed to be authorised the first parties shall deliver during each day throughout the year in perpetuity and without charge for the lands and estate

of Bush through meters to the second parties or their successors in the estate of Bush (1) such quantity of water as may be required by the second parties not exceeding nineteen thousand gallons from the Talla Aqueduct from a point or points (not exceeding three) to be selected by the second parties in the vicinity of Bush West Lodge and (2) such quantity of water as may be required by the second parties not exceeding in all one thousand gallons from the Talla Aqueduct at the point where that aqueduct crosses the private pipe which at present supplies Bush Home Farm and Easter Bush Farm with water from Woodhouselee Estate and it is hereby declared that said respective quantities of water shall be deemed part of the compensation water to the Glencorse Burn provided in accordance with the Order and shall be subject to the provisions of the Order relating to the said compensation water and the second parties shall free of expense to the first parties provide the ground for the meters required to measure the water to be delivered under this Article and the first parties shall at their own expense provide erect and maintain the said meters which shall be under the control of the first parties and be open at all times to the inspection of any person interested.

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Second—The first parties shall also furnish to the second parties for the dwelling-house known as Claremont Cottage on the estate of Bush such quantity of water as may be required therefor not exceeding one hundred and twenty gallons during each day throughout the year in perpetuity and without charge from Work No. 12 on its completion and the carrying into effect of the provisions of the Order referred to in Article First hereof.

Third—The second parties and their successors in the estate of Bush shall at their own expense and to the satisfaction of the first parties provide lay and maintain all necessary piping and relative apparatus connected therewith for the conveyance of the supplies of water referred to in Articles One and Two of this agreement from the said Talla Aqueduct and Work No. 12 respectively but the expense of the connexions with the first parties main pipe (up to and including the meters foresaid) for the delivery of said respective supplies shall be borne by the first parties and the piping and apparatus for the supply of Claremont Cottage shall be subject to the rules and regulations of the first parties for the time being and to the provisions of their Acts of Parliament for the time being.

Fourth—The first parties shall not be liable for any loss or damage arising from or in consequence of any interruption in the delivery of water provided under and for the purposes of this agreement due to accident or to frost or to any other cause not within the control of the first parties and also during any necessary repairs renewals or cleansing operations.

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Fifth—The pipes and works so far as constructed by the first parties under the provisions of the Order shall be and remain the property of the first parties and shall continue under their sole control and use for such purposes of the water undertaking as they may deem necessary or expedient subject to the delivery by the first parties of the compensation water under this agreement.

Sixth—The first parties shall provide construct and maintain and supply with a constant supply of water free of charge two drinking troughs of such size as may be required by the second parties in the field belonging to the second parties between Flotterstone Bridge and Glencorse Reservoir which field is numbered 34 on the Ordnance Survey map XIII. 6 of Midlothian published in Southampton in 1907 at points alongside of the Glencorse Burn to be arranged between the first parties and the second parties for the watering of stock in said field and at a level of not more than three feet above the level of the burn.

Seventh—In consideration of the obligations undertaken by the first parties under this agreement the second parties agree and bind and oblige themselves and their successors in the lands referred to in this Article to grant to the first parties wayleaves free of charge for the works specified in the Order and shown on the deposited plans so far as said works pass over through or under lands belonging to the second parties as at the date hereof and the first parties shall be entitled to access to the said works at all times for any necessary purposes but the first parties shall restore the ground and settle and free and relieve the second parties of all claims of tenants for surface damages and loss of crop in consequence of the construction or repair of the said works and shall also restore or repair to the reasonable satisfaction of the engineer of the second parties all field or other drains fences and walls which may be damaged by the operations of the first parties.

Eighth—In the event of the first parties desiring at any time to duplicate any of the works for which free wayleave is granted by the second parties under Article Seventh hereof the second parties agree and bind and oblige themselves and their successors in the said lands to grant when requested wayleave therefor to the first parties on payment of wayleave at the rate of two shillings and sixpence per lineal yard and subject to the other conditions specified in said Article Seventh.

Ninth—The third party for and in respect of all rights and interests competent to her hereby concurs in the arrangements contained in this agreement and binds and obliges herself and her heirs executors and representatives to fulfil the same so far as she is interested therein

and to grant such consents or concurrence as may be required of her A.D. 1914.
to carry out the same.

Tenth—This agreement shall be subject to the approval of the Secretary for Scotland and of Parliament and shall be scheduled to and confirmed by the Order and the second parties and the third party shall withdraw their respective petitions against the Order and shall not further oppose directly or indirectly the granting of the Order. In the event of the Order failing to be sanctioned by Parliament so far as regards the provisions relating to Glencorse Reservoir and the compensation water to the said Glencorse Burn this agreement and all that has followed thereon shall be null and void and none of the parties hereto shall be bound thereby.

Eleventh—All the parties hereto agree and bind and oblige themselves and their successors to execute when required all deeds and writings necessary to give effect to the whole provisions and conditions of the same.

In witness whereof these presents printed on this and the four preceding pages are subscribed in triplicate by the parties hereto as follows videlicet By the Right Honourable Robert Kirk Inches lord provost of the city of Edinburgh chairman of and William Boyd writer to the signet Edinburgh clerk to the said The Edinburgh and District Water Trustees for and on behalf of and as authorised by them both at Edinburgh on the twenty fifth day of April nineteen hundred and fourteen as follows—By the said Right Honourable Robert Kirk Inches before these witnesses Robert Morris Edgar cashier 88 Princes Street Edinburgh and James Pollock clerk to the said William Boyd and by the said William Boyd before these witnesses the said James Pollock and Robert Fraser Forsyth also clerk to the said William Boyd the corporate seal of the said Trustees being adhibited hereto on behalf foresaid by the said William Boyd by the said Mrs. Madeleine Philippa Selby Lowndes or Trotter at Cæsar's Camp Sandy Bedfordshire on the twenty seventh day of the month and year last mentioned before these witnesses Alexander McKenzie butler and William Hay footman both of Bush Milton Bridge Midlothian and by the said Edward Lawrence Hamilton Archibald Herbert James and Thomas Duncan Leith as Trustees foresaid as follows—By the said Edward Lawrence Hamilton at London on the twenty eighth day of the month and year last mentioned before these witnesses Joseph Ward cashier and George Francis clerk both at Pinnars Hall 8 and 9 Austin Friars London by the said Archibald Herbert James at Bonningtons Hunsdon aforesaid on

[Ch. clxxxvii.] *Edinburgh and District* [4 & 5 Geo. 5.]
Water Order Confirmation Act, 1914.

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the twenty ninth day of the month and year last mentioned before these witnesses Bernard Ramsden James Fingest Grove High Wycombe England and Emma Shipp parlour-maid spinster Bonningtons Hunsdon aforesaid and by the said Thomas Duncan Leith at Edinburgh on the seventh day of May and year last mentioned before these witnesses Gilbert Stewart McCall solicitor 22 Young Street Edinburgh and William John McManns clerk to Messieurs J. S. and J. W. Fraser Tytler writers to the signet Edinburgh.

R. M. EDGAR Witness.

JAMES POLLOCK Witness.

JAMES POLLOCK Witness.

ROBERT F. FORSYTH Witness.

J. WARD Witness.

G. FRANCIS Witness.

B. R. JAMES Witness.

E. SHIPP Witness.

GILBERT S. MCCALL Witness.

WILLIAM J. MCMANNS Witness.

ALEXANDER MCKENZIE Witness.

WILLIAM HAY Witness.

ROBERT K. INCHES

Lord Provost

Chairman.

WILLIAM BOYD

Clerk.

E. L. HAMILTON.

A. H. JAMES.

THOMAS D. LEITH.

MADL. P. TROTTER.

Seal.

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