



**CHAPTER lxi.**

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Grangemouth Water. A.D. 1903.  
[30th June 1903.]

**W**HEREAS 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 1899 and it is requisite that the said Order should be confirmed by Parliament: 62 & 63 Vict.  
c. 47.

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

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

2. This Act may be cited as the Grangemouth Water Order Confirmation Act 1903. Short title.

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*Act, 1903.*

A.D. 1903.

SCHEDULE.

GRANGEMOUTH WATER.

*Provisional Order to authorise the Provost Magistrates and Councillors of the Burgh of Grangemouth to provide an additional Water Supply and to construct and maintain new Waterworks and for other purposes.*

WHEREAS the existing water supply of the burgh of Grangemouth in the county of Stirling was introduced in 1876 by the then Commissioners of Police of the burgh under the provisions of the General Police and Improvement (Scotland) Act 1862 and Acts amending the same :

And whereas the said Act of 1862 was repealed by the Burgh Police (Scotland) Act 1892 and the affairs of the burgh including the water supply are now managed and administered under the provisions of the last-mentioned Act as amended by the Town Councils (Scotland) Act 1900 and the Burgh Sewerage Drainage and Water Supply (Scotland) Act 1901 and the Provost Magistrates and Councillors (hereinafter called "the Town Council") are also the local authority within the burgh under the Public Health (Scotland) Act 1897 :

And whereas by the Grangemouth Water Order 1901 the Town Council obtained further powers with respect to the existing water supply of the burgh :

And whereas the boundaries of the burgh were extended in the year one thousand eight hundred and ninety-four and the population is now upwards of eight thousand and is rapidly increasing :

And whereas by the great expansion of the trade and population of the burgh of Grangemouth and the extension of the docks and shipping thereat the present supply of water is wholly inadequate and insufficient for the increasing wants and conveniences of the same :

And whereas it is expedient that an increased supply of water should be provided and that the Town Council should be empowered to introduce an additional supply and to acquire the lands and construct and maintain the works hereinafter described :

And whereas it is expedient that the limits within which the Town Council are required to give a supply of water should be defined and that the Town Council should be authorised to supply water beyond such limits :

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And whereas it is expedient that the Town Council should be authorised to raise money by rates assessments and charges and by borrowing for the purposes of this Order and of their water undertaking under and in accordance with the provisions in that behalf of the Burgh Police (Scotland) Act 1892 and the Burgh Sewerage Drainage and Water Supply (Scotland) Act 1901 : A.D. 1903.

And whereas it is expedient that the other powers hereinafter mentioned should be conferred on the Town Council in relation to their water undertaking :

And whereas it is expedient that provision should be made as hereinafter mentioned for the repayment of any money to be borrowed under the authority of this Order and also for the repayment of the sum of thirteen thousand eight hundred and fifty-five pounds already borrowed by the Town Council for the existing water supply and still remaining unpaid :

And whereas plans and sections showing the lines and levels of the works authorised by this Order and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands water and other property required or which may be taken for the purposes or under the powers of this Order were duly deposited in the offices at Stirling and Falkirk respectively of the principal sheriff clerk of the county of Stirling and are hereinafter respectively referred to as the deposited plans sections and book of reference :

And whereas the purposes aforesaid cannot be effected without an Order 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 :—

1. This Order may be cited for all purposes as the *Grangemouth Water Order 1903* and shall come into operation at the date of the passing of the Act confirming the same which date is referred to in this Order as “the commencement of this Order.” Short title and commencement of Order.

2. In this Order the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And the expression “the burgh” means the burgh of Grangemouth The expression “the Town Council” means the Provost Magistrates and Councillors of the burgh of Grangemouth acting under the Burgh Police (Scotland) Act 1892 and Acts amending and Interpretation.

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A.D. 1903. — extending the same or under any other Police Act for the time being in force within and applicable to the burgh The expression “the undertakers” means the Town Council The expression “the Police Acts” means and includes the Burgh Police (Scotland) Act 1892 and Acts amending and extending the same and the Burgh Sewerage Drainage and Water Supply (Scotland) Act 1901 The expression “the sheriff” means the sheriff of the counties of Stirling Dumbarton and Clackmannan or any of his substitutes within the county of Stirling The words “lands and premises” shall have the same meaning as in the Police Acts The expression “the Order of 1901” means the Grangemouth Water Order 1901 and the Act confirming the same.

Incorporation of Acts.

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

The Lands Clauses Acts :

The Waterworks Clauses Act 1847 except the clauses and provisions with respect to the communication pipes to be laid by the undertakers and with respect to the amount of profit to be received by the undertakers when the waterworks are carried on for their benefit and also with the exception of clauses 68 70 71 and 72 Provided that the clauses of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall apply to the lines of pipes which may be laid under this Order :

The Waterworks Clauses Act 1863 :

The clauses and provisions 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 therewith and in construing the said clauses and provisions “the company” means the Town Council “the railway” means the reservoir and embankment authorised by this Order and the works immediately connected therewith and “the centre of the railway” means any part of these works.

Power to make new waterworks.

4. The Town Council may subject to the provisions of this Order make and maintain in the lines and according to the levels shown on the deposited plans and sections the works hereinafter described or some of them together with all proper dams weirs

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roads approaches ways wells tanks gauges basins filter-beds stand-pipes catchwater drains outlets outfalls discharge pipes aqueducts culverts cuts channels conduits drains mains pipes junctions meters valves buildings apparatus and conveniences connected with the said works or any of them or necessary or convenient for taking collecting impounding conducting distributing and regulating the supply of water by the Town Council and for inspecting maintaining repairing altering cleansing managing and using the same and may purchase enter upon take hold and use compulsorily or by agreement such of the lands and water delineated on the deposited plans and described in the deposited book of reference as may be required for such purposes The said works are—

A reservoir (Work No. 1) wholly situated in the parish of St. Ninians and county of Stirling on the stream known as the Bannock Burn commencing at a point in the enclosure No. 927 on the  $\frac{1}{2500}$  Ordnance survey map 1897 edition of the parish of St. Ninians about two hundred and fifty yards east of the south-east corner of enclosure No. 913 on the said map and terminating at the embankment next described:

An embankment (Work No. 2) wholly situated in the parish of St. Ninians and county of Stirling commencing in enclosure 911 on said Ordnance survey map at a point about forty-five yards east of the west corner of that enclosure and terminating in enclosure 904 on said map at a point two hundred and ninety-five yards east of the point of commencement:

A by-pass channel (Work No. 3) wholly situated in the parish of St. Ninians and county of Stirling commencing in the Bannock Burn at the south-west corner of enclosure No. 912 on the said map and terminating in the Bannock Burn at a point thirty yards north from the south-west corner of enclosure 903 on said map:

A road of access (Work No. 4) wholly situated in the parish of St. Ninians and county of Stirling commencing by a junction with the public road leading past the farm steadings of Graystale Wallstale and North Third at a point one hundred and sixty-five yards east of the point where the Drumshogle Burn crosses the said public road and terminating at the west end of the said embankment (Work No. 2):

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A conduit or line of pipes (Work No. 5) wholly situated in the parish of St. Ninians and county of Stirling commencing by an intake and weir on the said Bannock Burn at a point seventy yards east of the south-west corner of enclosure 912 on the said map and terminating in a junction with the conduit next described at a point one hundred and fifty yards from the commencement of the conduit next described :

A conduit or line of pipes (Work No. 6) commencing in the Reservoir Work No. 1 and passing from in through or into the parishes of St. Ninians Dunipace Falkirk and Grangemouth and the burgh of Falkirk all in the county of Stirling and terminating in the existing reservoir belonging to the town council at Millhall in the parish of Grangemouth and county of Stirling.

Power to deviate laterally and vertically.

5. The Town Council 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 respectively shown thereon and when the line of any work is shown on the said plans as passing along any road and no limits of lateral deviation are marked thereon the Town Council may in constructing such works deviate laterally to any extent within the boundaries of such road and may deviate vertically from the levels of the various works as shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards Provided that in the exercise of such powers of vertical deviation the Town Council shall not except in the case of crossing bridges or culverts or streams lay above the ground any pipe unless and except so far as is shown on the deposited sections Provided also that if the Town Council shall in the case of embankments exercise the powers of vertical deviation hereby granted they shall construct the embankments of such additional thickness at the base as shall be equal to five feet for every additional foot and shall make a corresponding addition to the height of any retaining wall Provided further that the Town Council shall not construct any embankment of any reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and five feet in addition.

Power to alter roads &c. temporarily.

6. For the purposes and during the execution of the works which the Town Council are by this Order authorised to make and in maintaining the same and subject to the provisions of this Order

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the Town Council may break up or cross over or under alter or stop up temporarily or use any streets roads lanes paths bridges railways canals passages sewers drains watercourses gas pipes and water pipes and electric or telephonic apparatus in any of the lands shown on the deposited plans and specified in the deposited book of reference which they may from time to time find it expedient for any of those purposes so to interfere with providing when possible a proper temporary substitute before interrupting the traffic on any such street or the flow of water gas sewage or electricity in any such sewer drain watercourse canal or pipe and making full compensation to all persons injuriously affected thereby Provided further that nothing in this section shall extend to authorise any interference with electric 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 1890 to which the provisions of section 15 of the Electric Lighting Act 1882 apply.

7. The Town Council may from and after the commencement of this Order by means of the works by this Order authorised and by the existing waterworks of the Town Council or some of them or some part or parts thereof divert impound take appropriate store use and distribute the waters of the stream called the Bannock Burn and all affluents streams springs and waters flowing into or arising within the said stream or burn and from the said works authorised by this Order and the existing waterworks of the Town Council or from some of them the Town Council may supply water within the limits of this Order or to such places beyond the same as are authorised by this Order for the domestic and other purposes for which the Town Council are by this Order and the Police Acts and the Order of 1901 authorised to supply water and also for providing compensation water as hereinafter mentioned.

Power to  
take water.

8. Until the reservoir authorised by this Order is completed and in a position to discharge the compensation water after mentioned the Town Council shall not appropriate and take for the purposes of supply the waters of the said stream unless a flow of water at the rate of one million gallons per diem is passing down the Bannock Burn at the point of abstraction but in the event of such flow exceeding the said quantity the Town Council may for such purpose appropriate take and divert into their said works or

Temporary  
restriction as  
to taking  
water.

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Compensation  
water.

any of them the remainder of the water flowing in the said stream up to but not exceeding one million gallons per diem.

9.—(1) The Town Council shall so soon as the aforesaid reservoir is completed and the waters of the said stream impounded therein so as to be able to afford the supply of compensation water after mentioned discharge or allow to flow as compensation water therefrom into the Bannock Burn a uniform and continuous flow of water of not less than seven hundred and fifty thousand gallons during twelve consecutive hours of every day so long as the quantity taken for supply by the Town Council shall not exceed one million two hundred and fifty thousand gallons a day of twenty-four hours but if the Town Council shall take any quantity of water for supply in excess of the said one million two hundred and fifty thousand gallons a day they shall thereafter discharge or allow to flow as compensation water not less than one million one hundred thousand gallons also during twelve consecutive hours of every day Provided always that in no circumstances shall the Town Council be bound to discharge into the stream a larger quantity of compensation water than one million one hundred thousand gallons in any one day.

(2) Such compensation water shall be deemed to be full compensation to all mill owners riparian proprietors and other persons interested in the waters flowing down the Bannock Burn below the said reservoir for the water appropriated by this Order Provided that if the said reservoir is not completed within seven years from the commencement of this Order and the said compensation water continuously thereafter discharged or allowed to flow therefrom as aforesaid the Town Council shall cease during the period of such failure to appropriate for supply any of the waters of the said stream.

(3) The Town Council shall for the purpose of ascertaining the amount of the compensation water to be daily discharged as aforesaid construct and maintain immediately below the foot of the outer slope of the embankment of the said reservoir a suitable and sufficient measuring gauge or other apparatus over or through which the compensation water shall flow or be discharged and such gauge or other apparatus shall be open to the inspection and examination of all persons having an interest in the said compensation water or persons duly authorised by them on their behalf at all reasonable times.

(4) The Town Council shall also for the purpose of ascertaining the quantity of water daily appropriated up to one million two



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hundred and fifty thousand gallons for the purposes of the water supply (other than compensation water) construct and maintain suitable and sufficient measuring gauges or other apparatus over or through which such water shall flow or be discharged but such measuring gauges or other apparatus shall be maintained only until the said maximum quantity of compensation water of one million one hundred thousand gallons is first discharged under the provisions of this section and such gauges or apparatus shall so long as they are required to be maintained be open to the inspection and examination of all persons having an interest in the said compensation water or persons duly authorised by them on their behalf at all reasonable times.

(5) If at any time such measuring gauges or other apparatus or any of them shall be out of repair or unfit for the purpose for which they were intended the same shall forthwith be put into a proper and efficient state of repair at the expense of the Town Council and if the Town Council shall fail to repair such gauges or other apparatus or any of them within fourteen days after notice given to them by or on behalf of any of the persons having an interest in the waters of the said stream as aforesaid any person so interested may cause such works to be done and performed in connection with the said measuring gauges or other apparatus as shall be necessary for placing them in a proper and efficient state of repair and recover the expense so incurred with costs against the Town Council in any court of competent jurisdiction.

(6) In the event of any dispute or difference arising between the Town Council and any person interested as to the true intent and meaning of the provisions of this section or as to the carrying out of the same such dispute or difference shall failing agreement be settled by an engineer to be agreed on and failing agreement to be named by the sheriff on the application of either party.

10. The Town Council may subject to the provisions of this Order take by agreement and any person by the Lands Clauses Acts or otherwise enabled to sell lands may grant to them any estate servitude interest right or privilege (not being a servitude of water in which persons other than the grantors have an interest) in over affecting or belonging to lands at a price or yearly rent feu duty or otherwise but in the case of a person not enabled otherwise than by the said Acts to sell lands then subject and according to the provisions relative to the taking of lands by agreement contained in the said Acts and for the purposes of this section any such estate servitude

Power to  
agree for  
servitudes  
&c.

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Power to acquire servitude only for lines of pipes.

11. The Town Council may in lieu of acquiring any lands for the purpose of the conduits or lines of pipes by this Order authorised acquire such servitudes and rights in such lands as they may require for the purpose of making maintaining 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 :

Provided that nothing herein contained shall authorise the Town Council to acquire by compulsion any such servitude in any case in which the owner in his particulars of claim shall require the Town Council 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 proviso :

Provided that as regards any lands taken or used by the Town Council for the purpose of making such conduits or lines of pipes the Town Council shall not (unless they give notice to treat for and have acquired such lands and not merely servitudes 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 Town Council.

Power to acquire and hold lands for protection of works and prevention of pollution.

12. The Town Council may by agreement purchase acquire and hold any lands or take servitudes or restrictions over any lands which may in their opinion be necessary or desirable for the purpose of securing the purity of the water in the drainage area of the water-works of the Town Council and of protecting their water supply against pollution nuisance encroachment or injury and so long as such necessity shall continue such lands to be acquired shall not be deemed to be superfluous lands within the meaning of the Lands Clauses Acts Provided that the Town Council 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

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except such as are required in connection with their waterworks undertaking or for farm buildings. A.D. 1903.

The Town Council may let for such period as they think fit or sell or feu any land acquired under this section on such terms conditions and restrictions as regards its use as to the Town Council 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 Town Council shall only be applied to purposes of this Order to which capital is properly applicable.

13. There shall be reserved to Lieutenant-Colonel John Murray of Touchadam and Polmaise and his successors (in this section called "the owner") as owner of lands situate within the drainage or catchment area affected by the said works in so far as such drainage or catchment area belongs to him all proprietary and other rights and privileges which he possessed and might exercise prior to the commencement of this Order in so far as such rights have not been or may not be acquired by the Town Council under the provisions of this Order or in respect of which compensation shall not have been or shall not be paid to the owner and if any works shall be required in order to prevent the pollution of the water supply authorised by this Order arising from the exercise of any such rights by the owner the Town Council may on lands belonging to them or which they may acquire construct all such drains channels or 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 Town Council or water flowing into the same. And the owner shall on such terms and for such considerations as may be agreed or failing agreement as may be fixed by an arbiter to be appointed by the sheriff on the application of either party give to the Town Council all requisite and reasonable facilities for executing any such works on any lands belonging to the owner which may be necessary for effecting the said objects and any such works shall be carried out to the reasonable satisfaction of the owner or his engineer for the time being.

For protection of owner of Touchadam and Polmaise.

14. The powers of the Town Council 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.

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Period for  
completion of  
works.

15. If the works authorised by this Order are not completed within seven years from the commencement of this Order then on the expiration of that period the powers by this Order granted to the Town Council for executing any works not so completed or in relation thereto shall cease except as to so much thereof as is then completed.

For pro-  
tection of  
corporation  
of Falkirk.

16. For the protection of the provost magistrates and councillors of the burgh of Falkirk (in this section called "the corporation") the following provisions shall have effect (that is to say):—

- (1) The Town Council shall in carrying out the powers of this Order and before altering or interfering with any of the gas mains or pipes sewers and electric conduits and apparatus and roads of the corporation and the proposed Camelon and Carron outfall sewers of the corporation submit plans to the corporation showing any proposed alteration or diversion or crossing thereof at least twenty-one days before the commencement of such works or operations and if the corporation shall not within fourteen days of the receipt of such plans state in writing their disapproval of the same the Town Council shall be entitled to proceed with the works in accordance with the plans so submitted. In the event of the corporation intimating disapproval of such plans or of any dispute arising between them and the Town Council as to the carrying out of such works or operations and if they fail to agree with respect thereto the points in difference shall be referred to an arbiter to be appointed as hereinafter mentioned and the Town Council shall thereupon carry out the work in accordance with such agreement or as may be settled by such arbiter :
- (2) Where any such works or operations involve an alteration of any of the gas mains or pipes or sewers or electric conduits and apparatus of the corporation the corporation shall have the option themselves of executing the works necessary for such alteration of their mains and pipes or sewers or electric conduits and apparatus at the expense of the Town Council :
- (3) If in the construction of the works authorised by this Order the Town Council should cause any damage to the gas mains or pipes or sewers or electric conduits and apparatus of the corporation and to the flow of gas sewage or electric current therein the Town Council shall make good and relieve the corporation of any loss and damage thereby arising :

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- (4) All disputes and differences between the corporation and the Town Council or between their respective engineers with regard to any of the provisions of this section shall failing agreement be referred to the decision of an arbiter to be named (failing agreement of the parties to name an arbiter) by the sheriff on the application of either party and the decision of such arbiter shall be final. A.D. 1903.

17. For the protection of the Falkirk and Larbert Water Trustees incorporated by the Falkirk and District Water Act 1888 (in this section called "the water trustees") the following provisions shall have effect (that is to say):— For protection of  
Falkirk and  
Larbert  
Water  
Trustees.

- (1) The Town Council shall in carrying out the powers of this Order and before altering or interfering with any of the water mains or pipes of the water trustees submit plans to the water trustees showing any proposed alteration or diversion or crossing of such water mains or pipes at least twenty-one days before the commencement of such works or operations and if the water trustees shall not within fourteen days of the receipt of such plans state in writing their disapproval of the same the Town Council shall be entitled to proceed with the works in accordance with the plans so submitted. In the event of the water trustees intimating disapproval of such plans or of any dispute arising between them and the Town Council as to the carrying out of such works or operations and if they fail to agree with respect thereto the points in difference shall be referred to an arbiter as hereinafter mentioned and the Town Council shall thereupon carry out the work in accordance with such agreement or as may be settled by such arbiter:
- (2) Where any such works or operations involve an alteration of any of the mains or pipes of the water trustees the water trustees shall have the option themselves of executing the works necessary for such alteration of their mains and pipes at the expense of the Town Council:
- (3) If in the construction of the works authorised by this Order the Town Council should cause any damage to the water mains or pipes of the water trustees and to the flow of water therein the Town Council shall make good and relieve the water trustees of any loss and damage thereby arising:
- (4) All disputes and differences between the water trustees and the Town Council or between their respective engineers with regard to any of the provisions of this section shall

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failing agreement be referred to the decision of an arbiter to be named (failing agreement of the parties to name an arbiter) by the sheriff on the application of either party and the decision of such arbiter shall be final.

For pro-  
tection of  
county  
council of  
Stirling.

18. In the execution of the works and the exercise of the powers by this Order authorised and conferred so far as they affect highways of the county of Stirling the following provisions for the protection of the county council of Stirling (in this section called "the county council") shall (except so far as otherwise agreed to between the Town Council and the county council) have effect (that is to say) :—

- (1) All aqueducts conduits or lines of pipes to be laid in or along any county highway or in upon or across any county bridge shall as far as practicable be laid in such position in or at the side thereof as the county council in writing under the hand of their surveyor for the district may reasonably direct :
- (2) The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall extend and apply to all county highways and county bridges opened and broken up or interfered with by the Town Council in the exercise of the powers of this Order provided that the notice required by section 30 of that Act shall not be less than seven days instead of three days :
- (3) The plan required by section 31 of the last-mentioned Act shall be accompanied by a section of the proposed works and a short specification thereof and shall be delivered to the county council or their surveyor by the Town Council not less than in case of a county bridge one month and in all other cases fourteen days before they commence to break or open up any county highway or interfere with any county bridge for the purpose of executing the works :
- (4) No greater length than one hundred and fifty yards of any county highway shall be broken up at any one place at one time without the consent of the county council. A clear and sufficient carriageway shall if practicable be kept for the passage of carriages and traffic along every county highway and county bridge during any interference therewith by the Town Council unless where by arrangement with the county council a county highway or county bridge may be shut up and in case of default in compliance with this provision the county council may by their own

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servants and workmen clear any such carriageway and may recover the expenses of and incident thereto from the Town Council : A.D. 1903.

- (5) Nothing in this Act shall authorise the Town Council to interfere with the structural part of any county bridge without the consent in writing of the district surveyor of the county council which consent shall not be unreasonably withheld and may be given upon such conditions as the county council or their surveyor may reasonably determine Provided that the county council shall be deemed to have given such consent required under this subsection and under subsection (1) of this section if within one month after plans have been submitted to their surveyor he shall not have given written notice to the Town Council objecting thereto :
- (6) Nothing in this Order contained shall interfere with the right of the county council to alter the level of or divert or improve in any manner they think fit any county highway in or along which any aqueduct conduit or line of pipes of the Town Council shall have been laid and the Town Council shall forthwith on receiving notice in writing under the hand of the clerk or surveyor of the county council alter the position of any such aqueduct conduit or line of pipes in the manner and to the extent prescribed by such notice or as in the case of difference shall be determined by arbitration in the manner hereinafter prescribed :
- (7) Nothing in this Order contained shall interfere with the right of the county council at any time or times to remove alter or rebuild any county bridge or the approaches thereto over near or attached to which any aqueduct conduit or line of pipes of the Town Council is carried in the same manner as they might have removed altered or rebuilt any such bridge or the approaches thereto if this Order had not been confirmed and such aqueduct conduit or line of pipes had not been constructed or laid over or near or attached to such bridge and in the event of any such bridge or the approaches thereto over or near or attached to which any such aqueduct conduit or line of pipes is laid being removed altered or rebuilt as aforesaid the Town Council shall at their own cost alter the position of such aqueduct conduit or line of pipes and any works by which such aqueduct conduit or line of pipes is carried over or near or attached to such bridge or the approaches thereto

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as aforesaid Provided that during the removal alteration or rebuilding of such bridge as aforesaid the county council shall afford all reasonable facilities for temporarily carrying such aqueduct conduit or line of pipes across or along any road or stream or river so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such aqueduct conduit or line of pipes :

- (8) All works shall be so executed by the Town Council as not to stop the traffic and so far as reasonably practicable not in any way to impede or interfere with the traffic on any highway or over any county bridge or the approaches thereto :
- (9) The county council shall not except in the case of their negligence be liable for or in respect of any damage or injury done to any work of the Town Council by reason of such work being laid at a depth below the surface of any highway insufficient for its protection from injury arising from the reasonable use of any steam or other roller or traction engine for the repair of such county highway or from the passage of the traffic in such highway or in repairing any county bridge or the approaches thereto :
- (10) The Town Council shall fix a hydrant at each of the following points so that the county council may obtain water for the purposes of roadmaking and maintenance at such price and upon and subject to such terms and conditions as to supply of water as failing agreement may be determined in manner hereinafter provided Provided that such hydrants shall not be affixed directly to the main pipe but on branches at the side thereof :—

- (A) At Kerse Gate.
- (B) „ Beancross.
- (C) „ Salmon Brae.
- (D) „ Polmont West.
- (E) „ Polmont East.
- (F) „ Pirnhall Cottage.
- (G) „ Snabhead.
- (H) „ West Plean Farm.
- (I) „ East Plean Colliery.
- (J) „ Back Entrance to Carbrook.
- (K) „ Torwood.

The county council shall fix and use on every implement used by them for taking water as aforesaid a



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proper meter or measuring instrument such meter or measuring instrument to be first approved of by the water engineer of the Town Council and shall keep such meters or measuring instruments in good repair and working order to the reasonable satisfaction of the said engineer and open to his inspection and examination at all reasonable times The county council shall send to the Town Council once at least in every month a certificate of the quantity of water used and the number and situation of the hydrant from which the water had been taken :

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- (11) For the purposes of section 57 of the Roads and Bridges (Scotland) Act 1878 the Town Council shall be deemed to be the person by whose order any excessive weight shall have been passed or any extraordinary traffic conducted on the county highways in connection with the execution of the works by this Order authorised :
- (12) If any difference arise between the county council and the Town Council touching this section or anything to be done or not to be done thereunder such difference shall failing agreement be referred to the decision of an arbiter to be named (failing agreement of the parties to name an arbiter) by the sheriff on the application of either party and the decision of such arbiter shall be final and the costs shall be in the discretion of such arbiter.

19. The agreement set forth in the First Schedule to this Order made between the Town Council and Lieutenant-Colonel John Murray of Touchadam and Polmaise and others is hereby confirmed and made binding on all the parties thereto Provided that nothing contained in said agreement shall affect or in any way prejudice the county council or their central district committee in any future proceedings which they may take for the formation of a special water supply district or districts either as to the inclusion of the lands and others mentioned in Article 7 of said agreement or as to the liability of the same to the special water assessment And provided further that in the event of the county council or their said district committee forming a special water supply district or districts in which the said lands or part thereof are included and imposing a special water assessment therein the county council or their said district committee shall be bound to purchase any pipes or works which the said Lieutenant-Colonel John Murray may have constructed within such special water supply district or districts at a price to be determined by arbitration in terms of the Arbitration (Scotland) Act 1894.

Confirming  
agreement  
in First  
Schedule.

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Confirming  
agreement  
in Second  
Schedule.

20. The agreement set forth in the Second Schedule to this Order made between the Town Council and Mrs. Mary Ramsay-Steel-Maitland and Arthur Herbert Drummond Ramsay-Steel-Maitland is hereby confirmed and made binding on all the parties thereto.

For pro-  
tection of  
Caledonian  
Railway  
Company.

21. The following provisions for the protection of the Caledonian Railway Company (hereinafter called "the Caledonian Company") shall unless otherwise agreed between the Caledonian Company and the Town Council apply and have effect (that is to say):—

- (1) The conduit or line of pipes (Work No. 6) by this Order authorised where the same is intended to cross the main line of railway of the Caledonian Company at or near Muirhall in the parish of Larbert and to cross the Grangemouth branch of the Caledonian Company's railway at or near Fouldubs in the parish of Falkirk shall be carried across the said main line of railway by means of the existing bridge carrying the public road along which the said conduit or line of pipes is to be laid across the said railway as shown on the deposited plans and shall in the option of the Caledonian Company's engineer be carried across the said Grangemouth branch either by means of the existing bridge carrying the public road across the said Grangemouth branch or underneath the said Grangemouth branch adjoining the said bridge and where the said conduit or line of pipes is intended to cross the Forth and Clyde Canal belonging to the Caledonian Company at or near Dalderse in the parish of Falkirk the same shall be carried under the canal as shown on such plans:
- (2) The Town Council shall not without the previous consent in writing of the Caledonian Company enter upon or interfere with any railway canal or land belonging to that company further or otherwise than may be necessary for constructing and maintaining any works of the Town Council to be laid over or under any such railway canal work or land and they shall not alter or interfere with the works of any such railway or canal and shall not take or acquire any lands or property of the Caledonian Company for the purposes of this Order but shall be entitled to take such an easement only in or under any land or property of the Caledonian Company as may be required for laying

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down and maintaining the said conduit or line of pipes in accordance with the provisions of this section : A.D. 1903.

- (3) All works of the Town Council for laying down maintaining repairing or renewing the said conduit or line of pipes across the said railways or under the canal of the Caledonian Company or within fifty feet of any works or lands of the Caledonian Company or which may in any way affect the railways or canal of the Caledonian Company or any bridge or approach thereto or other work of or repairable or used by the Caledonian Company shall be of such design and materials as shall be approved of by the engineer for that company and shall be executed and subsequently maintained repaired and renewed by the Town Council under the superintendence and to the satisfaction of the engineer of the Caledonian Company and according to working plans sections and specifications to be previously submitted to and approved in writing by such engineer and in all things at the expense of the Town Council :
- (4) The works of the Town Council at the several points of crossing of the said railways and canal by the said conduit or line of pipes and within the distance of fifty feet aforesaid shall be completed within two months after the commencement thereof respectively of which commencement the Town Council shall give one month's previous notice in writing to the Caledonian Company :
- (5) All the works and operations of the Town Council under this Order shall unless with the consent in writing of the Caledonian Company be constructed executed and completed so as not to interfere with injure or endanger the structure of any bridge over the railways of the Caledonian Company on which the said conduit or line of pipes is to be laid or to cause any injury to the railway canal works or lands of the Caledonian Company or any interruption to the passage or conduct of traffic on the said railways or along the canal or the towing-path thereof or any loss of water from the canal and no part of the said conduit or line of pipes where it is to be constructed under the said canal or towing-path or banks thereof shall be less than thirteen feet below the ordinary top water level of the canal at the point of crossing :
- (6) If any such interference injury or interruption to traffic or loss of water shall arise from or be in any way owing

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to the works or operations of the Town Council or the bursting leakage or failure of the said conduit or line of pipes or any works of the Town Council the Town Council shall forthwith make good or remove such interference injury or interruption or stop such loss of water at their own expense or the Caledonian Company may do the same and the Town Council shall on demand pay to the Caledonian Company all costs and expenses loss or damage incurred or sustained by the Caledonian Company in respect thereof :

- (7) The Caledonian Company may repair and when necessary alter reconstruct or enlarge any railway canal bridge or work of the Caledonian Company over or under which the said conduit or line of pipes of the Town Council may be laid without being liable to the Town Council or any other person for any injury or interruption to such conduit or line of pipes or the water supply which may arise in connection with such repair alteration reconstruction or enlargement unless the same shall arise from some neglect or default of the Caledonian Company or their agents workmen or servants and the Town Council shall repay to the Caledonian Company any additional expenses incurred by that company in any such repair alteration reconstruction or enlargement by reason of the crossing of any such railways canal bridge or work of the Caledonian Company or interference therewith by the said conduit or line of pipes Provided that the Caledonian Company shall give notice to the Town Council of any intended alteration or disturbance of the works of the Town Council and that any such works of the Caledonian Company shall be carried out as far as possible so as not to interfere with the supply of water by the Town Council and so far as they alter or disturb any works of the Town Council shall be done to the reasonable satisfaction of the engineer of the Town Council :
- (8) If any difference shall arise between the Town Council and the Caledonian Company or between their respective engineers as to any plans sections or specification or as to the mode of executing any works or as to any additional expense incurred by the Caledonian Company in connection with the repair alteration or reconstruction of any railway canal bridge or work of the Caledonian Company such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of either the

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Town Council or the Caledonian Company and the costs of any such reference shall be borne and paid as the referee shall direct. A.D. 1903.

22. In addition to the lands authorised to be taken and acquired under the powers of this Order the Town Council may purchase by agreement lands not exceeding ten acres for the purpose of making depôts pipe yards and other buildings and conveniences in connection with the water undertaking of the Town Council but nothing in this Order shall exonerate the Town Council from any action interdict or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section and no house or building shall be erected on any such lands other than any houses or buildings which may be required in connection with the undertaking of the Town Council. Lands for extraordinary purposes.

23. The Town Council shall not under the powers of this Order purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1897 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.

If the Town Council acquire or appropriate any house or houses under the powers by this Order granted in contravention of the foregoing provisions they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

For the purposes 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 and "house" means any house or part of a house occupied as a separate dwelling.

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Limits of compulsory supply and limits of Act.  
Pressure.

24. The limits for the compulsory supply of water by the Town Council and the limits of this Order shall be the burgh of Grangemouth which limits are in this Order referred to as "the limits of compulsory supply."

25. The water to be supplied from any main or pipe of the Town Council whether existing or authorised to be constructed by this Order need not be constantly laid on under pressure nor be supplied in any case at a level above or at a greater height than can be supplied or afforded by gravitation from the service reservoirs or tanks from which the supply is taken.

Suspension of constant supply.

26. Notwithstanding anything to the contrary contained in the Waterworks Clauses Acts 1847 and 1863 the Town Council until the expiration of seven years from and after the commencement of this Order or until the waterworks authorised by this Order shall have been completed and the water therefrom introduced whichever shall first happen shall not be bound to give or maintain a constant supply.

Town Council may enlarge or increase number of pipes.

27. The Town Council may at any time subject to the provisions of this Order and notwithstanding the expiration of the period limited for completion of works lay down maintain use extend alter renew relay replace enlarge and increase the number and size of any mains pipes and other conveniences of the Town Council at any time existing for conveying and distributing water under the powers of the Police Acts and this Order Provided always that such laying down extension enlargement or increase shall be executed only on lands or property belonging to the Town Council or which may be acquired by agreement or which they are by the Waterworks Clauses Acts 1847 and 1863 entitled to open and break up for such purposes.

Water supply to local authority.

28. For the protection and benefit of the central district committee of the county council of the county of Stirling (hereinafter called "the district committee") the following provisions shall have effect:—

- (1) At any time after the Town Council shall have completed their reservoir and works and shall have commenced to convey water through the conduit or line of pipes (Work No. 6) by this Order authorised the Town Council shall if required by the district committee supply in perpetuity in bulk such quantity or quantities of water not exceeding in the aggregate three hundred and fifty thousand gallons per day as may be required for the use of consumers within any

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special water supply district or districts already formed or that may be formed under the Public Health Acts in the parishes of St. Ninians or Dunipace and the district committee shall have the same right in respect of such supply as if such district or districts were within the limits of compulsory supply and such supply shall be given on such terms as shall be agreed upon between the parties or failing agreement as may be determined by the sheriff on the application of either party which terms shall failing agreement be subject to revision by the sheriff at intervals of not less than seven years Provided that until the said reservoir and works shall have been completed the district committee shall be entitled to require and the Town Council shall be bound to supply a quantity of water per day not greater than one fourth of the quantity which is actually being appropriated taken and diverted from time to time by the Town Council under the powers of the section of this Order the marginal note whereof is "Temporary restriction as to taking water" Provided further that in the event of the Town Council and the district committee being unable to agree as to how the said one fourth to which the district committee are entitled shall be ascertained and given off the method of ascertaining and giving off the same shall be fixed by an arbiter to be appointed by the Town Council and district committee and failing agreement by an engineer to be appointed by the sheriff Provided also that the expense of giving off the same including any works required for the purpose shall be borne by the district committee :

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- (2) All sums payable by the district committee to the Town Council under the provisions of this section shall be paid by about equal half-yearly instalments on the first day of May and the first day of November in each year :
- (3) The district committee shall be entitled to demand a separate connection with the said conduit or line of pipes for the purpose of the supply of each such special water supply district :
- (4) For the purpose of ascertaining the quantity of water delivered to the district committee under the provisions of this section the Town Council shall at the expense of the district committee provide fit and maintain in proper working order at each point of delivery a suitable meter of such

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description as may be agreed between the Town Council and the district committee or failing agreement as may be fixed by an arbiter to be appointed by the Town Council and district committee and failing agreement as to an arbiter then by an engineer to be appointed by the sheriff and the Town Council and district committee shall at all times have free access to such meters The tanks pipes or other apparatus necessary for conveying such water from the meter or meters to such place or places of consumption shall be provided laid and kept in constant good order by the district committee and for the purpose of conveying water from the works of the Town Council the district committee shall have the same powers and be subject to the same restrictions for carrying water mains within their district as a local authority has and is subject to under the Public Health Acts.

Power to  
Town  
Council  
and local  
authorities  
&c. to agree  
as to supply  
of water on  
line of  
pipes &c.

29. The Town Council may from and after the completion of the reservoir authorised to be constructed as aforesaid supply water in bulk or otherwise from the line of pipes by this Order authorised or from any of the works of the Town Council to any owners and occupiers of lands and heritages lying adjacent or near to the same and to any local authority or other public authority or person all within the parishes of Stirling St. Ninians Dunipace Larbert Falkirk and Grangemouth in the county of Stirling beyond the limits of compulsory supply or within some or one of them in or through which the said line of pipes and waterworks of the Town Council may pass and the Town Council may contract with all or any such persons and authorities for such supply at such rates and upon such terms and conditions and for such period or periods of time as they may agree Provided always that any supply of water under the provisions of this Order to any local authority or other public authority or person beyond the limits of this Order shall not prejudicially affect or restrict the supply of water from time to time required within the limits of compulsory supply Provided further that the supply of water by the Town Council under this section shall be subject to the consent of any local authority in the parishes of Stirling St. Ninians and Dunipace and any local authority or other public authority in the parishes of Larbert Falkirk and Grangemouth who at the commencement of this Order are authorised to supply water within the said parishes beyond the aforesaid limits.

Payment of  
charge for  
water supply.

30. The charge for the supply of water under the immediately preceding section of this Order shall be payable at such times and



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in such manner as the Town Council shall fix and unless the Town Council shall otherwise determine shall except when the same is supplied by measure be paid in advance and the first payment shall be made at the time when the pipe by which the water is supplied is made to communicate with the pipes of the Town Council or at the time when the agreement to take water from the Town Council is made Provided always that where the supply is furnished by measure the consumer may be required to deposit such sum in security of the payment for such supply as the Town Council may think necessary. A.D. 1903.

31. The Town Council may at any time for the purposes of conveying water from any of the sources of their water supply whether existing or authorised or for distributing and supplying water within the limits districts or areas or any part of the same within which the Town Council are authorised to supply sell or distribute water either in bulk or otherwise and that whether within the limits of the Order or beyond the same and so far as beyond such limits with the consent of the road authority lay down make and maintain and use aqueducts conduits or lines of pipes through over under along across or into any public road or highway and renew alter enlarge duplicate and increase the number and size thereof or extend the same and stop up temporarily any such public road or highway for such purposes providing when possible a proper temporary substitute to the reasonable satisfaction of the road authority before interrupting the traffic on any such road and making full compensation to all persons injuriously affected by anything done under the provisions of this section. Laying mains on public roads.

32. The Town Council may in the manner and under the powers and provisions of the Police Acts from time to time borrow any sums required for constructing the works and for the purchase of lands and other property and rights authorised by this Order and the repayment of the sum of thirteen thousand eight hundred and fifty-five pounds already borrowed and remaining unpaid for and in connection with the existing water supply and for paying the costs charges and expenses of and in relation to this Order and the confirmation of the same and the Town Council may make and grant mortgages or other securities of the several rates rents and charges in the manner authorised by the Police Acts 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.

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Periods for  
repayment  
of borrowed  
money.

33. The Town Council shall pay off all moneys borrowed and to be borrowed by them for the purposes of their water undertaking within the respective periods following (hereinafter referred to as "the prescribed periods") (that is to say):—

As to moneys to be borrowed for constructing the works and for the purchase of lands and other property and rights authorised by this Order within fifty years from the date or dates of borrowing the same:

As to the said sum of thirteen thousand eight hundred and fifty-five pounds already borrowed and remaining unpaid within thirty years from the commencement of this Order:

As to money borrowed for the payment of the costs charges and expenses of and in relation to this Order and the confirmation thereof within five years from the date or dates of borrowing the same.

Sinking  
fund.

34.—(1) If the Town Council determine to repay by means of a sinking fund any moneys borrowed by virtue of this Order such sinking fund shall be formed or maintained either—

(A) By payment to the fund throughout the prescribed period of such equal annual sums as will together amount to the moneys for the repayment of which the sinking fund is formed. A sinking fund so formed is hereinafter called a non-accumulating sinking fund; or

(B) By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three per centum per annum will be sufficient to pay off within the prescribed period the moneys for the repayment of which such sinking fund is formed. A sinking fund so formed is hereinafter called an accumulating sinking fund.

(2) Every sum paid to a sinking fund and in the case of an accumulating sinking fund the interest on the investments of the sinking fund shall unless applied in repayment of the loan in respect of which the sinking fund is formed be immediately invested in securities in which trustees are by law for the time being authorised to invest or in mortgages bonds debentures debenture stock stock or other securities (not being annuity certificates or securities payable to bearer) duly issued by any local authority other than the Town Council the Town Council being at liberty from time to time to vary and transpose such investments.

(3) In the case of a non-accumulating sinking fund the interest on the investments of the fund may be applied by the Town Council towards the equal annual payments to the fund.

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(4) The Town Council may at any time apply the whole or any part of any sinking fund in or towards the discharge of the money for the repayment of which the fund is formed. Provided that in the case of an accumulating sinking fund the Town Council shall pay into the fund each year and accumulate during the residue of the prescribed period a sum equal to the interest which would have been produced by such sinking fund so applied if invested at the rate per centum per annum on which the annual payments to the sinking fund are based.

(5) —(A) If and so often as the income of an accumulating sinking fund is not equal to the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any deficiency shall be made good by the Town Council :

(B) If and so often as the income of an accumulating sinking fund is in excess of the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any such excess may be applied towards such annual payments.

(6) Any expenses connected with the formation maintenance investment application management or otherwise of any sinking fund under this Order shall be paid by the Town Council in addition to the payments provided for by this Order.

(7) If it appears to the Town Council at any time that the amount in the sinking fund with the future payments thereto in accordance with the provisions of this Order together with the accumulations thereon (in the case of an accumulating sinking fund) will probably not be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed it shall be the duty of the Town Council to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose.

(8) If the Town Council desire to accelerate the repayment of any loan they may increase the amounts payable to any sinking fund.

(9) If the amount in any sinking fund with the future payments thereto in accordance with the provisions of this Order together with the accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Town Council be more than sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed the Town

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A.D. 1903. Council may reduce the payments to be made to the sinking fund either temporarily or permanently to such amounts as will be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed.

(10) If the amount in any sinking fund at any time together with the probable accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Town Council be sufficient to repay the loan in respect of which it is formed within the prescribed period the Town Council may discontinue the annual payments to such sinking fund.

(11) Any surplus of any sinking fund remaining after the discharge of the whole of the moneys for the repayment of which it was formed shall be applied to such purpose as the Town Council may determine.

(12) The period at which the payments into the sinking fund shall commence shall be seven years after the date or dates of borrowing.

Power to  
re-borrow.

35. If after having borrowed the sums of money by this Order authorised or any part thereof the Town Council shall pay off the same or any part thereof otherwise than by means of annuities or instalments or of the sinking fund provided by this Order it shall be lawful for the Town Council again to 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.

Town  
Council  
may borrow  
on cash  
account.

36. The Town Council 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 Town Council according to the usage of bankers in Scotland to the extent of the amount which the Town Council require at the time to borrow or any part thereof and may make and grant mortgages or other securities of the several rents rates and charges in the manner authorised by the Police Acts 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.

Application  
of Police  
Acts.

37. The existing waterworks and water supply of the Town Council and the works authorised by and the lands to be acquired under this Order and the powers conferred by this Order shall be held administered and exercised by the Town Council under and subject to the provisions of the Police Acts and this Order and all the provisions of the Police Acts with respect to supply of water

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construction of works rates and assessments and borrowing money and other incidental matters shall as amended and extended by this Order apply to the purposes of the existing water supply and of the water supply provided by this Order. A.D. 1903.

38. The Town Council may provide out of the yearly rates rents charges and other revenues of their water undertaking a reserve fund by setting aside such a sum annually as they may from time to time think fit and investing the same and the resulting income thereof upon such securities as the Town Council may by law for the time being invest their funds upon and accumulating the same at compound interest which reserve fund shall not at any time exceed in the whole the sum of ten thousand pounds and shall be applicable as and when the Town Council may determine from time to time for the renewal of the works plant and apparatus or any extraordinary claim or demand at any time arising against the Town Council in respect of their water undertaking. Reserve fund.

39. The provisions of the following sections of the Order of 1901 (the numbers and marginal notes of which are respectively):— Application of certain sections of Order of 1901.

- Section 18 (Laying mains on public roads) ;
- Section 19 (Powers for repair of works and temporary discharge of water into stream) ;
- Section 21 (Penalty for interference with Town Council's valves &c.) ;
- Section 22 (Town Council may repair apparatus on failure by owner or occupier) ;
- Section 23 (Penalty for taking water except for domestic use) ;
- Section 24 (Application of penalties) ;
- Section 25 (Prosecution of offences) ;
- Section 29 (Borrowing power for current expenses) ;

shall so far as applicable and subject to the provisions of this Order apply to the purposes of and to the works authorised by this Order as fully and effectually as if the said sections were set out at length herein.

40. The treasurer of the Town Council shall within two months after the expiration of each year during which any sum is required to be set apart for a sinking fund transmit to the Secretary for Scotland a return in such form as may be prescribed by the Secretary for Scotland and verified by statutory declaration if so required by him showing the amount which has been so set Annual return to Secretary for Scotland with respect to sinking fund.

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A.D. 1903. — apart in respect of that year and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of such sinking fund and the interest or income thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any default in making such return such treasurer so making default shall be liable to a penalty not exceeding twenty pounds which shall be recoverable by the Secretary for Scotland as a debt to the Crown is recoverable If it appear to the Secretary for Scotland by any such return or otherwise that the Town Council have failed to set apart the sum required by this Order to be set apart for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest or income thereof to any purposes other than those authorised by this Order the Secretary for Scotland may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by decree of either Division of the Inner House of the Court of Session in Scotland pronounced in a summary application presented for that purpose.

Application of moneys borrowed.

41. All sums borrowed by the Town Council on mortgage or cash account or otherwise (except any sums borrowed for current expenses) shall be applied only to purposes to which capital is properly applicable.

Reservation of prior mortgages.

42. Nothing in this Order shall prejudice or affect the priority or other rights or remedies under any mortgages or securities or obligations granted by the Town Council before the commencement of this Order and then subsisting.

Protection of lender from inquiry.

43. No person lending money to the Town Council shall be bound to inquire as to the observance by the Town Council of any provision of the Police Acts or this Order 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 appointment of a judicial factor.

44. The mortgagees of the Town Council 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 three thousand pounds.

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45. Section 35 of the Order of 1901 "For appointment of judicial factor" is hereby repealed but without prejudice to any appointment heretofore made or to any proceedings pending at the commencement of this Order. A.D. 1903.  
Repeal of  
section 35  
of Order of  
1901.

46. Subject to the provisions of this Order the existing waterworks of the Town Council and the works to be constructed under the authority of this Order shall for all purposes whatsoever be and be deemed to be part of the water undertaking of the Town Council. Existing  
waterworks  
and new  
works to  
form one  
undertaking.

47. The costs charges and expenses incurred in preparing for and obtaining and confirming this Order and incidental thereto shall be paid by the Town Council out of any moneys in their hands or out of any moneys borrowed by them under this Order and the Police Acts. Costs of  
Order.

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THE FIRST SCHEDULE.

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AGREEMENT between the PROVOST MAGISTRATES AND COUNCILLORS OF THE BURGH OF GRANGEMOUTH (hereinafter called "the first parties") and Lieutenant-Colonel JOHN MURRAY of Touchadam and Polmaise residing at Polmaise Castle near Stirling in the county of Stirling (hereinafter called "the second party") ROBERT WALLS Miller and Farmer residing at Kerse Mill in the said county (hereinafter called "the third party") and WILLIAM WILSON & SONS Manufacturers Bannockburn in the county of Stirling and ALEXANDER WILSON of Bannockburn House Bannockburn EDWARD LIDDELL WILSON of Hillpark Bannockburn WILLIAM WILSON of Viewvale Bannockburn and ALEXANDER LIDDELL WILSON of Bannockburn House aforesaid the sole partners of the said firm as partners of and trustees for the said firm and as individuals (hereinafter called "the fourth parties") which terms "the first parties" "the second party" "the third party" and "the fourth parties" shall include the successors of the said parties respectively.

WHEREAS the first parties are now applying for a Provisional Order under the provisions of the Private Legislation Procedure (Scotland) Act 1899 (hereinafter referred to as "the Order" or "the filled up Order") for the purpose of authorising them to provide an additional water supply for the

[Ch. lxix.] *Grangemouth Water Order Confirmation* [3 EDW. 7.]  
*Act, 1903.*

A.D. 1903. burgh of Grangemouth and to construct and maintain new waterworks and  
— for other purposes :

And whereas the second party is the proprietor of a portion of the drainage area of the Bannock Burn proposed to be appropriated by the first parties and his lands also extend for a considerable distance below the reservoir (therein called Work No. 1) proposed to be authorised by the Order upon which last-mentioned lands owing to the development and working of the minerals therein there is a large existing population which is rapidly increasing and the second party is also proprietor of two mills upon the Bannock Burn and in particular of Kerse Mill and the third party is the tenant and occupier of the said last-mentioned mill :

And whereas the fourth parties are proprietors and occupiers of lands upon both sides of the Bannock Burn below the site of the proposed reservoir and also of the mills known as the Bannockburn Mills certain of which mills are driven by water power which power when insufficient is supplemented by steam power :

And whereas the second and third and the fourth parties respectively lodged petitions against the Order with respect inter alia to the compensation water proposed to be thereby provided and in which the said parties are as owners and occupiers respectively of lands and mills on the said stream materially interested :

And whereas negotiations having taken place between the first parties and the second third and fourth parties with regard to their several and respective rights and interests so far as affected by the Order the said several parties have agreed upon clauses which have been inserted in the filled up Order and the amendment of certain other clauses therein and have also made the agreement hereinafter expressed in consideration whereof the second third and fourth parties are to withdraw all further opposition to the Order but with right to them to continue their petitions in force and to appear and be represented at all proceedings held with reference to the Order with a view to the preservation of their rights and interests under this agreement and under the clauses and amended clauses of the Order relative thereto Therefore it is hereby agreed by and between the first parties and the second third and fourth parties as follows (that is to say) :—

First—(1) With reference to the provisions contained in clause 9 of the Order regarding water compensation the following further stipulations shall take effect (that is to say) :—

- (A) The quantity of one million two hundred and fifty thousand gallons per day to be taken by the first parties for the purposes of supply as provided in the Order shall be ascertained in the manner specified under subsection (4) of said clause 9 :
- (B) The quantity of seven hundred and fifty thousand gallons per day of compensation water to be discharged during twelve hours of every day as provided in the Order shall be so discharged at the sole cost and upon the responsibility of the first parties the time of beginning



[3 EDW. 7.] *Grangemouth Water Order Confirmation* [Ch. lxix.]  
*Act, 1903.*

and ending the said daily discharge of twelve hours being fixed and determined annually by the second and fourth parties jointly with the proprietor of the estate of Sauchie : A.D. 1903

- (c) The maximum quantity of one million one hundred thousand gallons of compensation water to be discharged as provided in the Order in the event therein stipulated shall likewise be so discharged during any twelve hours of the day which may be fixed and determined in the manner hereinbefore provided with reference to the discharge of the said lesser quantity of seven hundred and fifty thousand gallons but that subject always to the provisions aforesaid.

(2) All gauges meters and other apparatus to be constructed and maintained by the first parties as provided in the Order shall be so constructed and maintained at the sight and to the satisfaction of James Stuart civil engineer Glasgow as representing the first parties (whom failing of another engineer to be named by them) and of James Bower Bennett civil engineer Edinburgh as representing the said second and fourth parties (whom failing of another engineer to be named by them or either of them) or in the event of the engineers representing the said parties as aforesaid differing in opinion then at the sight and to the satisfaction of an independent engineer to be named by the said engineers or failing agreement between them to be appointed by the sheriff of the county of Stirling or his substitute on the application of either party And the said first parties shall be bound to pay all reasonable costs charges and expenses incident to the appointment of the said engineers or any of them and of any necessary inspections in connection with the construction and approval of the said gauges and other apparatus aforesaid and thereafter in the event of any dispute arising as to the maintenance and repair of the said gauges and other apparatus or any of them and the first parties being in fault they shall be bound to pay such costs charges and expenses as shall be incident to the carrying out of such maintenance and repair and to any necessary inspections connected therewith.

Second In the event of the provisions of the filled up Order with respect to compensation water being passed by the Commissioners and Parliament the first parties shall during the period from the passing of the Order until the completion of the reservoir (Work No. 1) and the discharge of the prescribed quantity of compensation water into the stream as above provided for pay the sum of sixty-five pounds per annum as full and final payment for any loss of water power occasioned to the second third and fourth parties by the abstraction of water from the said Bannock Burn during the period aforesaid which sum shall be allocated by the second third and fourth parties among themselves as they shall think fit and shall be paid to them on their joint receipt or the receipt of their common agents The term of payment of the said sum shall be reckoned from the date when the first parties take and use any water from the said stream either for the purpose of supply or of testing the main pipes to be laid by them and shall as

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A. D. 1903. aforesaid cease on the date when the first parties commence to discharge the said compensation water of seven hundred and fifty thousand gallons per day the first parties paying a proportionate sum for any broken portion of a year.

Third If any person should successfully object to the said provision for discharging the said compensation water of seven hundred and fifty thousand gallons or one million one hundred thousand gallons (as the case may be) into the stream in twelve hours instead of during the twenty-four hours of every day (which provision the first parties shall however be bound to support before the Commissioners and Parliament and shall not be entitled voluntarily to modify or alter) or if the Commissioners or Parliament should refuse to approve thereof and should require that the first parties shall discharge the said compensation water of seven hundred and fifty thousand gallons or one million one hundred thousand gallons (as the case may be) in a continuous flow throughout the whole twenty-four hours of every day then the second third and fourth parties shall acquiesce in such alteration and notwithstanding any such alteration no modification or alteration shall be made in or upon or affect or prejudice any of the other terms or conditions of this agreement.

Fourth In the event of the said maximum quantity of one million one hundred thousand gallons of compensation water being authorised to be discharged into the stream in twelve hours instead of in twenty-four hours as aforesaid then in respect that the discharge thereof will or may involve a permanent additional annual cost to the first parties the second and fourth parties agree jointly and severally to pay to the first parties the amount of such additional cost but not exceeding in all the sum of twenty pounds sterling in any one year Provided that if the first parties shall have or employ a resident sluice keeper or other resident servant at their proposed reservoir in any year then no part of the said cost shall be payable by the second and fourth parties during the year when such resident keeper or servant is so kept or employed.

Fifth The first parties shall be bound to discharge the compensation water in terms of the provisions before referred to and they shall also be bound to adopt and take every reasonable care and precaution to secure the regular daily or periodical discharge of the said compensation water but the first parties shall only be liable for any claim for damages or compensation for loss at the instance of the second third and fourth parties or any of them in respect of any failure so to discharge the said compensation water when such failure shall arise from the fault or negligence whether of the first parties or their officers or servants or on account of their omission to keep in proper and sufficient repair any works or apparatus which the first parties may provide for the purpose of discharging the foresaid compensation water.

Sixth The first parties agree to give a supply of water not exceeding three thousand gallons per day free of charge to the second party for the use of Polmaise Castle kennels and offices and such other parts of the second party's said lands and estate of Polmaise as he may choose to supply the

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*Act, 1903.*

A.D. 1903.

said quantity to be given off at such convenient point on the line of the first party's main or supply pipe as may be mutually agreed on and at such pressure as is afforded by gravitation from the reservoir from which the said supply is given provided that the first parties shall by means of a regulating valve or otherwise maintain such a pressure in their said main or supply pipe at the point of offtake as will permit of the water rising at that point to the level of four hundred and five feet above Ordnance datum level but that so that the first party's supply of water beyond the said point of offtake shall not thereby be prejudicially affected And if any quantity of water should be supplied at the same point to the second party or his tenants in excess of the said three thousand gallons such excess shall be paid for at the same rate or price as that provided for under Article Eighth hereof with reference to the further supply of water in bulk therein referred to The first parties shall furnish fix and maintain the connection to the main pipe and the above-mentioned regulating valve or other apparatus to be used in lieu thereof and also a suitable meter properly enclosed at the point of offtake for registering the quantity of water to be taken (of which connection regulating valve and meter the first parties shall have the sole control) and the second party shall pay yearly to the first parties ten per cent. on the original cost thereof the first parties thereafter bearing the cost of maintaining and renewing the same The cost of making the connection to the first parties' meter and also the whole cost of laying the necessary pipes therefrom for the purposes of such supply shall be borne by the second party Declaring that neither the second party nor any of his tenants or consumers of such water shall have any claim against the first parties or be entitled to withhold from the first parties payment of any sums which may become due hereunder by reason of any want or short supply of water or pressure during such time as the first parties may find it necessary to shut the water off for the purposes of the examination scouring or repair of their works or pipes or while they may be prevented from supplying water by any accident thereto or by frost or drought.

Seventh The first parties further agree subject to the conditions after mentioned to deliver to the second party as required a quantity of water not exceeding in all one hundred and fifty thousand gallons per day for the supply of that part of his estate lying to the east of the main line of the Caledonian Railway Company from Stirling to Larbert including the collieries and mining villages situated thereon but the second party shall be bound (subject always to the provisions of Article Ninth hereof) to pay for a minimum quantity of twenty-five thousand gallons per day at the rate hereinafter mentioned whether the said minimum quantity shall be actually taken and used either in whole or in part or not Provided that in the event of any special water supply district being formed by the county council and including any part of the second party's estate the second party shall be relieved from the obligation to take the said minimum quantity The first parties shall not however be bound to supply any water under this article unless and until the second party shall obtain the consent thereto of any

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A.D. 1903. — local authority who at the commencement of the Order is authorised to supply water within the said area. The said supply shall be taken by the second party from such convenient point on the line of the first parties' main pipe as may be mutually agreed on and the first parties shall provide and maintain the connections to the main pipe and also a suitable meter (properly inclosed) at the point of offtake for registering the quantity of water taken of which connections and meter the first parties shall have the sole control and the second party shall pay yearly to the first parties ten per cent. on the original cost thereof the first parties thereafter bearing the cost of maintaining and renewing the same. The connections with the first parties' meter and the whole cost of laying the necessary pipes therefrom for the purposes of such supply shall be borne and paid for by the second party the first parties laying such pipes themselves in terms of the powers conferred or to be conferred upon them by the Order (if the second party desires them to do so) Declaring that the second party shall have no claim against the first parties or be entitled to withhold from the first parties payment of the price of said water as hereinafter stipulated for by reason of any want or short supply of water or pressure during such times as the first parties may find it necessary to shut the water off for the purposes of the examination scouring or repair of their pipes or works or while they may be prevented from supplying water by any accident thereto or by frost or drought.

Eighth It is hereby provided that the price to be paid by the second party to the first parties for water supplied under this agreement (over and above the foresaid free supply to Polmaise Castle and others of three thousand gallons per day provided for under Article Sixth hereof) shall be at the rate of fourpence per one thousand gallons for the period of five years (such period of five years to be reckoned from the day upon which the first parties shall be in a position to give water for the purposes aforesaid) and from and after the termination of the said period of five years such a price per thousand gallons as shall be arranged between the first parties and the second party or failing agreement such a price as shall be fixed by the sheriff of the county of Stirling upon the application of either party.

Ninth The supply to the second party shall be given secundo loco to the supply for domestic purposes only within the first parties' area of compulsory supply. Further it is hereby agreed and declared that the second party shall only be bound to pay for the foresaid minimum quantity of twenty-five thousand gallons per day whether taken or not if the terms of this agreement in relation to the said water supply to his estate (or the part thereof last above mentioned) and the collieries and mining villages situated thereon shall be capable of being carried into effect and if the necessary authorities or consents (whether statutory or by agreement) shall be obtained thereto and to the laying of all pipes and connections required for the purposes of such supply and if such authorities or consents as shall be found to be necessary shall not be obtained and it shall be ascertained that Articles Seventh and Eighth hereof and this article are incapable of being

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carried out or of receiving effect then the same shall impose no obligation upon either of the said parties hereto and the provisions thereof shall be held as cancelled and departed from.

Tenth An account shall be made up certified and rendered by the treasurer or collector of the first parties to the second party quarterly in the months of January April July and October showing the amount payable by the second party to the first parties in respect of the said water supply to be given under Article Seventh hereof and with reference to the water supply provided for under Article Sixth hereof the same (so far as payable under said last-mentioned article) shall be rendered once a year in the month of April which accounts shall be paid by the second party to the first parties within thirty days after the same shall have been certified and rendered to him by the treasurer or collector of the first parties in manner aforesaid But providing that if the second party or any one representing him as aforesaid shall at any time be dissatisfied with the said accounts he shall be entitled to have the meters or measuring apparatus examined on his behalf and if any defects shall be found thereon the same shall forthwith be remedied by the first parties and the said accounts shall also be rectified accordingly.

Eleventh In the event of the second party failing to pay within the foresaid period the rates and charges hereinbefore specified for the water to be supplied as aforesaid (if the same shall become payable) or in the event of the second party failing to fulfil or perform any of the obligations incumbent on him under this agreement then the first parties shall be entitled on giving to the second party three months' previous notice in writing of their intention so to do to discontinue the supply of water to the second party and to terminate this agreement quoad said water supplies other than and except the foresaid free supply of three thousand gallons per day provided for under Article Sixth hereof.

Twelfth The second party shall be bound within the period of six months from the date of the confirmation of the Order to intimate to the first parties whether he desires to take advantage of the provisions in his favour contained in Articles Seventh Eighth and Ninth of this agreement and that whether the consent of the local authorities shall be given in terms of the said articles or not and in the event of the second party intimating that he does not desire to take advantage of the said provisions in his favour or if he shall fail to make such intimation as aforesaid then the said provisions shall except in so far as the same relate to the price of water falling to be supplied by the first parties to the second party under the provisions of Article Sixth hereof be held as cancelled and departed from and neither the first parties nor the second party hereto shall incur or be held to have incurred any obligation to the other in respect thereof.

Thirteenth The second third and fourth parties agree when required at the expense of the first parties to execute any more formal deed or deeds which may be required for carrying this agreement into effect and the first parties upon their part agree on the confirmation by Parliament of the

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*Act, 1903.*

A.D. 1903. Order to pay the sum of seventy-five guineas in name of expenses incurred by the second third and fourth parties in connection with their opposition to the same and incident to the settlement thereof provided for by this agreement and which sum shall be allocated by themselves as they may think fit and shall be payable upon their joint receipt or upon the receipt of their common agents.

Fourteenth This agreement is made subject to the approval of the Commissioners and of Parliament and to the issuing of the Order and the confirmation thereof by Parliament and the same shall be scheduled to and confirmed by the Order but shall be subject to such alterations as may be made thereon at the instance or in virtue of any decision by the Commissioners or by the Secretary for Scotland or by Parliament during the progress of the Order And in case the Order shall not be confirmed this agreement shall become null and void and all parties shall be free from the whole conditions and stipulations herein contained.

Fifteenth The second third and fourth parties in consideration of the provisions hereinbefore written hereby agree to withdraw their opposition to the Order but reserving to them the right to appear before the Commissioners and Parliament in order to support the necessary amendments on clauses and the terms of this agreement and subject thereto they assent to the issuing and confirmation of the Order.

Lastly Any disputes differences or questions which may arise between the first parties and the second third and fourth parties as to the meaning of this agreement or as to the rights and claims of parties in any way arising under the same except such as are hereinbefore specially referred to the sheriff 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 on the application of any of the parties whose decision shall be final with power to the arbiter so chosen or appointed to pronounce awards interim or final including awards of expenses and for the fees incidental to the arbitration.

IN WITNESS WHEREOF these presents consisting of this and the seven preceding pages are under the declaration that the word "as" occurring in the ninth line of the second page was delete and the figure "9" was inserted after the word "Clause" in the seventeenth line both on page second hereof before subscription subscribed in duplicate by the parties hereto as follows By Andrew Younger Mackay Provost and James Purves Mackenzie town clerk of the said burgh of Grangemouth and they are also sealed with the common seal of the said burgh all at Grangemouth on the twenty-seventh day of April nineteen hundred and three and as duly authorised at a meeting of the Town Council held on the last-mentioned date before these witnesses John Maxwell Haining and James Kerr both clerks to the said James Purves Mackenzie by the said John Murray at London upon the second day of May and year last mentioned before these witnesses Joseph Turner butler and Ralph Warrior footman both in the employment of the said John Murray

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by William Wilson and Son the firm signature being adhibited by Alexander Wilson before designed and by the said Alexander Wilson Edward Liddell Wilson William Wilson and Alexander Liddell Wilson all at Bannockburn on the sixth day of the said month and year last mentioned before these witnesses James Bain and William McLintock both foremen with the said William Wilson and Son and by Robert Walls at Kerse Mill aforesaid upon the day month and year last mentioned before these witnesses David Anderson and James Napier both millers with the said Robert Walls.

JNO. M. HAINING	A. Y. MACKAY Provost
JAS. KERR Witness	JAMES P. MACKENZIE Town Clerk
JOSEPH TURNER Witness	JOHN MURRAY
RALPH WARRIOR Witness	ROBERT WALLS
DAVID ANDERSON Witness	WILLIAM WILSON & SON
JAMES NAPIER Witness	ALEXR. WILSON
JAMES BAIN Witness	ED. L. WILSON
WILLIAM McLINTOCK Witness	WILLIAM WILSON
	ALEXR. L. WILSON.

THE SECOND SCHEDULE.

AGREEMENT between Mrs. MARY RAMSAY-STEEL-MAITLAND of Barton Sauchie and Bannockburn wife of Arthur Herbert Drummond Ramsay-Steel-Maitland Fellow of All Soul's College Oxford with the special advice and consent of her said husband and the said ARTHUR HERBERT DRUMMOND RAMSAY-STEEL-MAITLAND for his own right and interest (the said Mrs. Mary Ramsay-Steel-Maitland and her heirs and successors for the time being in possession whether in liferent or in fee of the estates of Sauchie and Bannockburn in the county of Stirling being hereinafter referred to as "the first party") and the PROVOST MAGISTRATES AND COUNCILLORS OF THE BURGH OF GRANGEMOUTH (hereinafter referred to as "the second parties").

WHEREAS the second parties have presented a petition to the Secretary for Scotland under the provisions of the Private Legislation Procedure (Scotland) Act 1899 for a Provisional Order in terms of a Draft Order entitled "Provisional Order to authorise the Provost Magistrates and Councillors of

[Ch. lxix.] *Grangemouth Water Order Confirmation* [3 EDW. 7.]  
*Act, 1903.*

A.D. 1903. — “the Burgh of Grangemouth to provide an additional Water Supply and to  
“construct and maintain new Waterworks and for other purposes” :

And whereas the first party is owner of the whole of the land shown on the plans deposited with reference to said Provisional Order as the sites of the intended reservoir embankment bye-pass channel road of access and conduits Works Nos. 1 2 3 4 and 5 and a considerable part of the land to be occupied by the conduit Work No. 6 :

And whereas the first party has presented to the Secretary for Scotland a petition against the said Provisional Order :

And whereas after negotiations between the parties the first party has agreed to withdraw her opposition to the said Provisional Order and to consent so far as she is interested to the same being confirmed by Parliament upon the terms and conditions hereinafter written :

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

First In the event of the said Provisional Order being confirmed by Parliament the first party on receiving a notice from the second parties to treat shall sell and convey to the second parties and their successors and assignees for ever according to the true intent and meaning of the Order so much of the land and water delineated on the deposited plans and described in the deposited book of reference as may be required for the making and maintenance of the reservoir embankment bye-pass channel road of access and conduit Works Nos. 1 2 3 4 and 5 by the Order authorised at a price to be fixed in accordance with the provisions of the Lands Clauses Acts.

Second The said price and compensation shall be payable as at the date when the said land is entered upon for the purposes of the Order and shall bear interest at the rate of five per centum per annum from that date during the not payment For the purposes of this payment and until the said land shall have been measured as after-mentioned the extent of said land shall be deemed and taken to be that stated in the notice to treat which may be served by the second parties upon the first party.

Third Before commencing the construction of the said intended reservoir embankment bye-pass channel road of access and conduit the second parties shall enclose the ground purchased by them with a proper and sufficient iron wire fence which shall stand at least four feet above the ground to the top wire and shall be according to the following specification (viz.) The said fence shall consist of seven lines of the best galvanised solid steel wire the two top lines to be No. 4 gauge and the remainder No. 5 gauge Standards shall be of H section one and five-eighths inch by one inch weighing not less than two and one-tenth pounds per lineal foot pointed and driven two feet into the ground and each to be fitted with a steel earth-plate seven inches deep by a quarter of an inch thick The standards to be placed six feet apart Tying and winding pillars one and three-quarter inches square having heavy self-fixing bases shall be placed alternately at an average of one hundred and twenty yards apart and each shall be fitted with a solid



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*Act, 1903.*

A.D. 1903.

stay one and one-eighth inch square with self-fixing thrust plate of an approved pattern There shall be a gate in said fence on the side next to Sauchie Crags the site of which shall be pointed out by the first party as a suitable means of access to the said intended reservoir for the purposes set forth in Article Ninth hereof All the materials except wire shall be dipped in varnish before being brought to the ground and shall receive two coats after erection The said fence shall be finished at the sight and to the satisfaction of the first party or any person whom she may appoint for the purpose The line of the said fence shall be such that in order to provide for the land which may be affected by the wash of the waves the lowest point thereof shall be not less than three feet vertically above the level of the overflow or top water mark of the said intended reservoir but the second parties shall be entitled to erect the said fence eighteen inches or thereby within the boundary of the land purchased by them.

Fourth Immediately upon the completion of the said fence and before the water is begun to be collected the ground occupied by the said intended reservoir embankment bye-pass channel road of access and conduit shall be measured by the engineer of the second parties in order to its being ascertained what extent of land belonging to the first party if any the second parties have taken in addition to that stated in the notice to treat and a copy of a plan in duplicate showing the measurements so made shall be furnished to the first party who shall be entitled to employ an engineer or surveyor to check the same The price of any such additional land ascertained as aforesaid shall be payable immediately upon the ascertainment of the extent thereof as aforesaid and shall bear interest at the rate of five per centum per annum from the date when any part of the first party's land is entered upon until payment.

Fifth The first party shall also sell and convey to the second parties and their foresaids a perpetual servitude and privilege of wayleave for the purpose of making maintaining cleansing and repairing and if need be renewing and enlarging (but not duplicating) and of using in perpetuity in accordance with the provisions of the Order and the Acts incorporated therewith the conduit or line of pipes Work No. 6 authorised by the Order so far as the same is shown on the deposited plans and sections to be constructed on the first party's estates of Sauchie and Bannockburn at a price to be fixed in accordance with the provisions of the Lands Clauses Acts The said servitude or privilege of wayleave shall be granted to the second parties subject to the further following conditions (videlicet):—

- (A) The second parties shall restore the surface of the ground and all fences ditches and drains which may be interfered with in the construction or repairing of the said conduit or line of pipes to the condition in which they were before such interference :
- (B) The second parties shall put in proper side drains to intercept all field drains that may be cut by the said conduit or line of pipes :

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A.D. 1903.

- (c) The second parties shall not without the consent of the first party construct the said conduit or line of pipes through any part of the said estates so that the top of the said pipes shall be less than two feet under the present surface of the ground :
- (D) The second parties shall at the request of the first party from time to time as may be required provide suitable culverts or other means of conveying the present or future drainage and sewage of the said estates across the conduits or line of pipes but they shall only be bound to do so when the conveying of said present or future drainage or sewage is rendered more costly by reason of said conduit or line of pipes being laid in the first party's land :
- (E) No air valve manhole scour pipe or other similar work shall protrude above the surface of the ground and the second parties shall not discharge water into any stream or ditch on the said estates from any scour pipe when such stream or ditch is in flood and if by reason of such discharge any portion of the said estates be flooded or other injury caused the second parties shall compensate the first party and her tenants for any injury or loss occasioned thereby :
- (F) If the said conduit or line of pipes shall be laid within the private or service road belonging to the first party extending from Wester Craigend to the county highway near Chartershall or if the said private or service road shall be in any way affected by the construction of the said conduit or line of pipes the same shall so far as disturbed by the second parties' operations be kept in repair by the second parties from the commencement of their works on said road till the expiration of twelve months after the completion of the same and in case at any time the said private road shall be again broken up for repair of the said conduit or line of pipes the same so far as disturbed shall be maintained by the second parties till the expiration of six months after every such case of repair :
- (G) The second parties shall acquire no right of any kind in or to any mines or minerals under the said conduit or line of pipes unless they shall give notice to acquire such of the minerals as may be necessary for the support of the pipe under the provisions of the Waterworks Clauses Acts and the first party shall not be responsible for any damage to the said conduit or line of pipes which may be caused by mineral operations in the said estates but the first party shall before commencing any such operations give to the second parties the notice required by the said Waterworks Clauses Acts :
- (H) The first party and her tenants shall have the full use of the ground through or underneath which the said conduit or line of pipes is laid for farm purposes and for carting of all kinds over the roads without any claim for damage that may be thereby done to the pipe The said conduit or line of pipes shall be laid in such a line

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*Act, 1903.*

as not to cause injury to any adjacent buildings belonging to the first party. A.D. 1903.

Sixth The second parties shall construct and maintain and keep all their works constructed and maintained by them under the authority of the Order in upon or near the said estates as well during construction as after completion as far as practicable watertight and shall compensate and indemnify the first party and her tenants and vassals for and against any loss or damage caused by the leakage or bursting of the said intended reservoir conduit or works by the Order authorised or any other occurrence due to fault or negligence arising out of the said reservoir conduit or works and shall relieve and indemnify the first party of and against all claims by third parties arising out of any such occurrences.

Seventh The second parties shall in addition to any other compensation payable by them under or by virtue of the Order in respect of the said estates make full compensation to the first party and her tenants and vassals for all damages and loss occasioned to them or any of them respectively by any acts of the second parties their officers or contractors or any workmen employed by them or any of them whether during construction or maintenance and shall at all times keep the first party indemnified against any claim for damage or loss occasioned to or sustained by the first party or her tenants and vassals by or by reason of the construction or maintenance of the said intended reservoir conduit or works.

Eighth There shall be reserved to the first party and her family and visitors and other persons having her authority the exclusive right of fishing shooting and sporting and of keeping and using pleasure boats on the land to be acquired by the second parties as aforesaid with power to erect and maintain a boathouse on said intended reservoir and to stock and re-stock the said intended reservoir and with all rights of access that shall be necessary for the full use and enjoyment of the fishing shooting and sporting rights hereby reserved But declaring that the rights so reserved shall not be communicated to the public and shall not be exercised by the first party in such a manner as to cause injury to the works which may be constructed by the second parties on the land to be acquired for the purposes of the Order or create a nuisance or foul the water in the reservoir The second parties shall pay to the first party at the rate of sixty-five pounds per annum towards the cost of the employment by her of additional keepers or watchers for the protection of the game and for the prosecution of persons trespassing upon the lands of the first party near the works by the Order authorised but only during the construction of such of said works as are situate on the lands of the first party the first of such payments to be made on the date when any land belonging to the first party is entered upon for the purposes of the Order and the rest of such payments on the same date in each subsequent year until the works situate on the first party's lands are finally completed and the last of the workmen are removed therefrom Provided always that if the second parties shall withdraw their workmen

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A.D. 1903. from the lands belonging to or to be acquired from the first party for a complete period of one month or more and shall give to the first party six weeks' previous notice that their workmen would be so withdrawn the liability of the second parties to make such payment shall cease during the period of such withdrawal of their workmen and they shall only be liable for a proportion of said sum equal to the period the second parties' workmen are upon the lands of the first party plus the period of notice but the obligation shall revive immediately upon such lands being again entered upon by such workmen.

Ninth After the second parties shall have completed the said reservoir and have commenced to convey water therefrom through the conduit or line of pipes by the Order authorised for the purposes of supply they shall if required supply the first party with such daily quantity or quantities of water as she may from time to time demand for affording a supply of water from the said conduit or line of pipes to Sauchieburn House and for the use of the tenants of the said estates of Sauchie and Bannockburn and the said supply of water shall to the extent of three thousand gallons in any one day be free of charge and so far as exceeding said three thousand gallons shall be at the price at which water is supplied from time to time by the second parties to consumers of water in the parish of St. Ninians in bulk and such water shall be supplied at such points on or near the said conduit or line of pipes as may be agreed on between the parties or failing agreement the number and situation of such points shall be determined by an arbiter nominated by the parties or by the sheriff on the application of either party The second parties shall put in and maintain at each of the points on the said conduit or line of pipes to be agreed upon or to be determined by arbitration as aforesaid a stop-cock and a meter and other necessary apparatus for affording and measuring the said supplies of water The second parties shall make all the necessary connections and the cost of making the same shall be borne by the first party who shall also pay annually to the second parties a sum equal to ten per centum on the cost of each meter and meter house and the second parties shall have the sole control of the said meter connections and other apparatus but the first party or any person representing her shall be entitled to all reasonable facilities for checking and verifying the reading of the said meter or meters The service pipes for conveying the said supplies of water from the meters shall be provided and laid by and at the cost of the first party The second parties shall not be under any penalty or claim for damages for any failure to supply water under this agreement due to accident or frost or drought or caused by the examination cleansing or repair of any of the works.

Tenth An account shall be made up certified and rendered by the treasurer or collector of the second parties to the first party quarterly in the months of January April July and October showing the amount if any payable by the first party to the second parties in respect of the said water supply to be given under Article Ninth hereof which accounts shall be paid by the first party to the second parties within thirty days after the same

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shall have been certified and rendered to her by the treasurer or collector of the second parties in manner aforesaid. But providing that if the first party or any one representing her as aforesaid shall at any time be dissatisfied with the said accounts she shall be entitled to have the meters or measuring apparatus examined on her behalf and if any defects shall be found thereon the same shall forthwith be remedied by the second parties and the said accounts also rectified accordingly.

Eleventh In the event of the first party failing to pay within the foresaid period the accounts hereinbefore specified for the water to be supplied as aforesaid (if the same shall become payable) then the second parties shall be entitled on giving the first party three months' previous notice in writing of their intention so to do to discontinue the supply of water to the first party and to terminate this agreement quoad said water supply other than and except the foresaid obligation for a supply of three thousand gallons per day provided for under Article Ninth hereof.

Twelfth This agreement is made subject to the confirmation of the Order by Parliament and to the approval of the Commissioners and of the Secretary for Scotland and of Parliament and shall be scheduled to and confirmed by the Order subject to such alterations as may be made thereon during the progress of the Order declaring that in the event of any material alteration being made upon the terms of this agreement or of the Order by the Commissioners appointed under the said Private Legislation Procedure (Scotland) Act or by Parliament the party injuriously affected or prejudiced by such alteration shall be entitled to resile from this agreement and the second parties shall be bound to support the terms of the agreement. Provided that the question of what is a material alteration shall failing agreement be determined by the Dean of Faculty of Advocates or the Solicitor General for Scotland and this agreement if altered as aforesaid and resiled from by either of the parties in consequence thereof shall become void and null and of no force or effect whatsoever.

Thirteenth The first party in consideration of the provisions herein before written hereby agrees to withdraw her opposition to the Order and subject to the terms of this agreement she assents to the issuing and confirmation of the Order.

IN WITNESS WHEREOF these presents consisting of this and the eleven preceding pages are subscribed by us the said Mrs. Mary Ramsay-Steel-Maitland and Arthur Herbert Drummond Ramsay - Steel - Maitland at No. 72 Cadogan Square London on the twenty-third day of March nineteen hundred and three before these witnesses Maude Poole ladiesmaid and Catherine MacLeod tablemaid both in the service of the said Mrs. Mary Ramsay-Steel-Maitland at No. 72 Cadogan Square aforesaid and are sealed with the Common Seal of the burgh of Grangemouth and signed on behalf of the provost magistrates and councillors of the burgh of Grangemouth at a meeting of the Town Council of the said burgh held on the twenty-fifth day of said month and year by Andrew Younger Mackay Provost and James

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A.D. 1903. Purves Mackenzie town clerk both of said burgh before these witnesses  
— John Maxwell Haining and James Kerr both clerks to the said James  
Purves Mackenzie.

M. POOLE Witness

M. R. STEEL-MAITLAND

C. MACLEOD Witness

A. D. STEEL-MAITLAND

JNO. M. HAINING Witness

A. Y. MACKAY Provost

JAMES KERR Witness

JAMES P. MACKENZIE Town Clerk.

(L.S.)

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