Act for the improvement of the city of Edinburgh, and constructing new, and widening, altering, improving and diverting existing streets in the said city ; and for other purposes. 31st May 1867, 30 & 31 Victoriae, Cap. 44. With the incorporated clauses, notes, arrangement of sections, and analytical index.

Contributors

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Pamphlet
SGT.T.4

GREAT BRITAIN. Statutes. An act for the improvement of the city..... Edinburgh, 1867.

ACT

FOR THE

IMPROVEMENT OF THE CITY OF EDINBURGH,

AND

CONSTRUCTING NEW,
AND WIDENING, ALTERING, IMPROVING, AND DIVERTING
EXISTING STREETS IN THE SAID CITY;
AND FOR OTHER PURPOSES.

31st MAY 1867, 30° & 31° VICTORIÆ, CAP. 44.

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THE INCORPORATED CLAUSES, NOTES, ARRANGEMENT OF
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able provision in the shape of house-accommodation be made in other parts of the town.

2nd. The no: of Tenements Removed

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I am conscientiously of the opinion as a medical officer of health that no inconvenience has resulted from these operations & that I have not been able to trace any outbreak of disease to them. No such disease, as typhus. Wh is

able.

the result of overcrowding has prevailed here, in an epidemic form, since this act was passed 1867 - & I am sure the bad overcrowding followed the operation of the act, we would have happened in a marked degree from what used to be the great scourge of Edinburgh - typhus..

Several well known fever nests have been demolished & many tenements have been removed which were a disgrace to our City. In this way

undoubtedly the dwellings of
the poor have been improved.
The dens & dwells formerly at
their disposal have been
rooted out and their choice
is limited to more respect-
able habitations.

Any further information,
I need hardly add, I
shall gladly send you

amble.

Yours truly

Henry D. Lustig

Mr

Public Health Office,
Police Chambers.
Edinburgh 17th April 1874

Dr Playfair

Dear Sir,

I am very sorry that no Reports have been issued on the improvements effected generally by the operations of our Improvement Act. But I endeavoured to act strictly with the commendable provision in it (marked) limiting the number of persons to be dispossessed providing its insert-

ANNO TRICESIMO ET TRICESIMO PRIMO

VICTORIÆ REGINÆ.

CAP. 44.

An Act for the Improvement of the City of Edinburgh, *and Constructing New, and Widening, Altering, Improving, and Diverting existing Streets in the said City; and for other Purposes* (31*st May* 1867).

WHEREAS the houses in various parts of the city of Edinburgh have been built in such a manner, and are now so old, that they have become inconvenient and insalubrious, and are at the same time so densely inhabited as to be highly injurious to the health of the inhabitants, as well as to their moral welfare, and detrimental generally to the city, and many of the thoroughfares also are narrow, circuitous, and inconvenient as accesses and means of internal communication; and it would be of public advantage if a number of houses and buildings were removed for the better ventilation and sanitary improvement of densely peopled localities, and for the better laying out of the ground occupied by such houses and buildings, and that for these purposes, as well as for the improvement of the accesses and thoroughfares of the said city, several new streets should be constructed, and existing streets, wynds, closes, and thoroughfares, altered, widened, Preamble.

improved, and diverted, provision being made for producing as little inconvenience as may be to the classes of people who may be displaced in consequence of these operations, and that various other powers should be conferred for the sanitary and other improvement of the city:

And whereas plans and sections of the said intended new streets, and of the widening, alteration, improvement, and diversion of existing streets, wynds, closes, and thoroughfares, shewing the lines and levels thereof respectively, and the lands, houses, and property to be taken for the purposes thereof, and plans of the lands, houses, and property required to be taken for the other purposes of this Act, and books of reference to the plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers of the said lands, houses, and property, have been deposited with the principal Sheriff Clerk of the county of Edinburgh, and with the principal Sheriff Clerk of the county of the city of Edinburgh, and are hereinafter referred to as the deposited plans and sections and book of reference:

And whereas it is expedient that the Lord Provost, Magistrates, and Council of the City of Edinburgh should be appointed trustees for the purpose of carrying the said works and improvements into execution, and that they should be authorised to raise money for the purpose of carrying this Act into effect by means of rates and of money borrowed on the credit of such rates, and on the credit of the property for the time being belonging to them acquired in virtue of this Act:

And whereas the objects aforesaid cannot be effected without the aid and authority of Parliament:—May it therefore please Your Majesty, That it may be enacted, and be it enacted, by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited or referred to for all purposes as "The Edinburgh Improvement Act, 1867."

Construction.

2. The following words and expressions shall have the meanings hereby assigned to them:—

The words "the Trustees" shall mean the Lord Provost, Magistrates, and Council of the City of Edinburgh and their successors in office constituted trustees by this Act.

The words "The Magistrates and Council" shall mean the Lord Provost, Magistrates, and Council of the City of Edinburgh.

The words "the undertaking" shall mean the undertaking by this Act authorised.

The words "the City" shall mean and include the City of Edinburgh within the limits described and defined in an Act passed in the second and third year of the reign of His late Majesty King William the Fourth, intituled "An Act to Amend the Representation of the People in Scotland," which limits are declared to be the municipal boundaries of the said City by "The Edinburgh Municipality Extension Act, 1856."

The words "Lands and Heritages" shall bear the construction attached to them in the Act of the 17th and 18th year of the reign of Her present Majesty, intituled, "An Act for the valuation of Lands and Heritages in Scotland," and the "Valuation Act" shall mean the Act last mentioned.

The expression "Lands and Heritages" shall extend to and include all lands, houses, shootings, and deer forests, where such shootings or deer forests are actually let, fishings, woods, copse, and underwood, from which revenue is actually derived, ferries, piers, harbours, quays, wharfs, docks, canals, railways, mines, minerals, quarries, coal-works, water-works, lime-works, brick-works, iron-works, gas-works, factories, and all buildings and pertinents thereof, and all machinery fixed or attached to any lands or heritages: Provided always, that no mine or quarry shall be assessed unless it has been worked during some part of the year to which such assessment applies.—*Valuation of Lands (Scotland) Act,* 17 *and* 18 *Vict. cap.* 91, *sec.* 42.

The word "Owner" shall include joint owner, fiar, liferenter, feuar, or other person in the actual possession or receipt of the rents of tenements, lands, and heritages of every tenure or description, and the factor, agent, or commissioner of such persons, or any of them, or any other person who shall intromit with or draw the rents.

The word "Occupier" shall include tenant and sub-tenant,

and the actual possessor of any lands or premises, but shall not include a lodger or person in the occupation as tenant of a furnished house, let for a less period than one year, but shall include the person by whom such furnished house is so let.

The words "Clerk' and "Treasurer" shall mean the Clerk and Treasurer respectively, appointed by the Trustees under the provisions of this Act.

The word "Sheriff" shall mean the Sheriff of the County of Edinburgh or any of his Substitutes.

From "The Commissioners Clauses Act, 1847."

"the Special Act:"

2–1. II. The Expression "the Special Act" used in this Act shall be construed to mean any Act which shall be hereafter passed, constituting a Body of Commissioners as herein-after defined for the purpose of carrying on any Undertaking, and with which this Act shall be incorporated; and the Word "prescribed" used in this Act, in reference to any Matter herein stated, shall be construed to refer to such Matter as the same shall be prescribed or provided for in the Special Act; and the Sentence in which such Word occurs shall be construed as if, instead of the Word "prescribed" the Expression "prescribed for that purpose in the Special Act" had been used; and the Expression "the Undertaking" shall mean the Undertaking or Works, of whatever Nature, which shall by the Special Act be authorised to be executed or carried on; and the Expression "the Commissioners" shall mean the Commissioners, Trustees, Undertakers, or other Persons or Body Corporate constituted by the Special Act, or thereby entrusted with Powers for executing the Undertaking.

"prescribed:"

"the Undertaking:"

"the Commissioners.

2–2. III. Words importing the Singular Number only shall include the Plural Number; and Words importing the Plural Number only shall include the Singular Number:

Words importing the Masculine Gender only shall include Females:

The Word "Persons" shall include a Corporation, whether aggregate or sole:

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments or Heritages of any Tenure:

The Word "Month" shall mean Calendar Month:

The Expression "Superior Courts," where the Matter submitted to the Cognisance of the Court arises in . . . . . *Scotland* shall mean the Court of Session

The Word "Oath" shall include Affirmation in the Case of Quakers, and any Declaration lawfully substituted for an Oath in the Case of any other Persons allowed by Law to make a Declaration instead of taking an Oath:

* * * *

The Word "Justice" shall mean Justice of the Peace acting for the Place where the Matter requiring the Cognisance of any such Justice arises; and where any Matter is authorised or required to be done by Two Justices, the Expression "Two Justices" shall be understood to mean Two or more Justices met and acting together:

* * * *

The Expression "Quarter Sessions" shall mean . . . . . the General or Quarter Sessions of the Peace which shall be held at the Place nearest to the Undertaking for the County, or Place in which the Undertaking or the principal office thereof is situate.* . . . . . .

Time of Act coming into operation.

3. This Act shall come into operation on the expiration of twenty-four days after the date of its passing; but it is hereby provided, that no proceedings shall be taken under it with a view to the acquisition of lands or houses, or the construction of works, or the appointment of officers other than the collector and an *interim* clerk, till after the 11th day of November 1867, and the appointment of the said *interim* clerk shall expire on the said date.

Incorporation of Lands Clauses and Commissioners Clauses Acts.

4. "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Commissioners Clauses Act, 1847," with the exception of clauses 6 to 9 inclusive, and of the clauses with respect to the election and rotation of Commissioners, when the Commissioners are to be elected by the ratepayers, or other like class of electors; with respect to the meetings and other proceedings of the Commissioners, and their liabilities, but not including in such exception clauses 51, 52, 53, and 55, and with the exception of clauses 56, 57, 59, 61, 89 to 99, inclusive, and 104 to 109, inclusive; shall be and the same are (except when expressly varied by this Act) incorporated with this Act.†

Incorporation of cer-

5. With regard to contracts to be entered into by the

* *In this print the "Special Act" is synonymous with "The Edinburgh Improvement Act, 1867," and "the Commissioners" with "the Trustees" appointed under that Act.*

† *The clauses of "The Commissioners Clauses Act, 1847," and of "The General Police and Improvement (Scotland) Act, 1862," incorporated with this Act, will be found inserted in their proper places relatively to the subjects to which they refer.*

tain provisions of General Police Act.

trustees, and actions, suits, and proceedings by or against them, the provisions contained in clauses 65 and 74 of "The General Police and Improvement (Scotland) Act, 1862," are hereby incorporated with this Act; and the Commissioners and Clerk, referred to in the said clauses, shall mean the Trustees and Clerk respectively under this Act; and the reference to exceptions in the clause last mentioned shall be held to apply only to exceptions under this Act.*

Trustees constituted.

6. The Lord Provost, Magistrates, and Council of the City of Edinburgh and their successors in office, shall be, and they are hereby, appointed trustees for executing and carrying into effect the provisions and purposes of this Act.

Books and accounts to be kept and to be open to inspection.

7. The trustees shall cause books to be kept by the treasurer in which shall be entered true and regular accounts of all sums of money received and expended for the purposes of this Act, and of the several matters for which such sums of money shall have been received or expended; and such books and accounts shall be kept, laid open to inspection by trustees and mortgagees, and published by the trustees, and the officers acting under them in the execution of this Act in the same manner, at the same time, and under the same penalties, as the accounts of the Municipal Revenues of the City are from time to time required to be kept, laid open to inspection, and published. †

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* *See Clauses 10–12 and 10–14.*

† *This is regulated by Clause 32 of the Act 3 and 4 Will. IV. c. 76, intituled "An Act to alter and amend the Laws for the Election of the Magistrates and Councils of the Royal Burghs of Scotland [28th August 1833]," and by the Sett of the Burgh. The former requires the Magistrates and Council in all Royal Burghs, on or before the 15th day of October annually, to make up a distinct state of their affairs, subscribed by the Chief or Senior Magistrate, Town Clerk, and Treasurer, containing an account of all the funds, properties and revenues, in their administration, and all their transactions in relation to such funds, properties, and revenues, since they came into office; which account, it is directed, shall be brought down, as nearly as may be, to the said 15th day of October, and shall be kept in the Town Clerk's or Treasurer's office, for the inspection of any of the registered electors, from the said 15th day of October down till the time of the election: and a full and distinct abstract of the said account, with a balance sheet, containing all necessary particulars, shall be printed and*

8. The trustees shall meet for carrying into execution the purposes of this Act, at such times, and in such places, as they may appoint, and such meetings shall be called, and the business conducted, in the way and manner in which the meetings of the Town Council of the City are convened, and according to the rules by which the conduct of its business is regulated. Meetings of Trustees.

9. The trustees may from time to time appoint committees of their number for carrying the various purposes of this Act into execution, except the imposition of assessments, and may delegate to such committees the powers competent to the trustees in whole or in part, and may name the convener of such committees and the quorum thereof; Provided always, that in nominating the several committees, care shall be taken Power to appoint committees.

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published by the said Magistrates on or before the 20th day of the said month of October.

By Section 4 of the Act 3 Geo. IV. c. 91, intituled, "An Act for regulating the mode of accounting for the common good and revenues of the Royal Burghs of Scotland [29th July 1822]," annual accounts of the several charities, foundations, or mortifications, of which the Magistrates and members of the Town Council, or any number of them, are the sole trustees, are also appointed to be stated, certified, and deposited in the Town Clerk's office for inspection by the burgesses, in manner therein prescribed.

The annual accounts required by these statutes are regularly made out and certified by the City Accountant, and are afterwards audited by the Auditors of the Town Accounts, who, by the Sett of the Burgh, are appointed to be chosen "of equal number of merchants and craftsmen by the Provost, Bailies, and Council."

When the powers and jurisdiction of the Commissioners of Police of the City were transferred to the Magistrates and Council by "The Edinburgh Municipality Extension Act, 1856," it was enacted by Clause 50 of that Act, that the several accounts of the pecuniary transactions of the Magistrates and Council, as in place of the Commissioners, should be kept distinct from those of the affairs of the Corporation of the City, and be laid open to inspection, and published in the same manner, at the same time, and under the same penalties, as the accounts of the municipal revenues of the City are now by law required to be kept, laid open to inspection, and published.

A similar provision had been previously introduced into the Corn Market Act (10 and 11 Vic. c. 48, sect. 25), and the Slaughterhouses Act (13 and 14 Vic. c. 70, sect. 22), so that with the above clause in this Act, all the accounts connected with the City's affairs, so far as under the administration of the Magistrates and Council, will now be made out, audited, and published on a uniform system.

that in one or other of such committees each ward shall be represented: Provided also that the business of such Committees shall be conducted in the same way and manner as the business of the Committees of the Town Council of the city is conducted from time to time.

Trustees not to execute works &c.

10. It shall not be lawful to employ any trustee or the partner in business of any trustee to execute any of the works by this Act authorised; and it shall not be lawful to appoint any person who shall have been a trustee to any office or emolument in the gift of the trustees, until the expiration of twelve months after he shall have ceased to be a trustee.

From "The Commissioners Clauses Act, 1847."

Shareholders in Companies established by Act of Parliament not disqualified by reason of Contracts.

10–1. X. Provided always, that no person being a shareholder or member of any Joint Stock Company established by Act of Parliament shall be prevented from acting as a Commissioner by reason of any contract entered into between such Company and the Commissioners; but no such Commissioner, being a member of such Company, shall vote on any question relating to the execution of this or the Special Act* in which such Company is interested.

Commissioner not incapable of acting as a Justice.

10–2. XI. A person shall not be incapable of acting as a Justice of the Peace in the execution of this or the Special Act, with reference to the levying of any penalty thereunder, by reason of his being a Commissioner.

Declaration to be made by Commissioners before acting.

10–3. XII. No person shall be capable of acting as a Commissioner, except in administering the declaration hereinafter mentioned, until he shall have made and signed, before one of the Commissioners, a declaration to the effect following:

'I *A.B.* do solemnly declare, That I will faithfully and impartially, 'according to the best of my skill and judgment, execute all the 'powers and authorities reposed in me as a Commissioner, by virtue 'of the [*here name the Special Act*], and also that I [*here set forth a* '*statement of the possession of the qualification required by the Special* '*Act in the terms thereof*].'

False declaration a misdemeanour.

10–4. XIII. Any person who shall falsely or corruptly make and subscribe the declaration aforesaid, knowing the same to be untrue in any material particular, shall be deemed guilty of a misdemeanour, or in *Scotland* shall be deemed guilty of perjury.

Declaration to be taken at the first meeting.

10–5. XIV. Every person elected or appointed a Commissioner shall, at the meeting of Commissioners at which he first attends as a Commissioner, make and subscribe the declaration herein required, and

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* *See Note * page 11.*

any Commissioner, whether he himself have made such declaration or not, may administer such declaration.

10–6. XV. Every person who shall act as a Commissioner, being incapacitated or not duly qualified to act, or before he has made or subscribed such declaration as aforesaid, or after having become disqualified, shall for every such offence be liable to a penalty of fifty pounds; and such penalty may be recovered by any person, with full costs of suit, in any of the Superior Courts; and in every such action the person sued shall prove that at the time of so acting he was qualified, and had made and subscribed the declaration aforesaid, or he shall pay the said penalty and costs without any other evidence being required from the plaintiff than that such person had acted as a Commissioner in the execution of this or the Special Act; nevertheless all Acts as a Commissioner of any person incapacitated, or not duly qualified, or not having made or subscribed the declaration aforesaid, done previously to the recovery of the penalty, shall be as valid as if such person had been duly qualified.

Penalty on Commissioner, not being qualified, acting.

10–7. XVI. Every Commissioner who for the space of six months after his appointment neglects to make and subscribe the declaration hereinbefore required, or who for six months in succession is absent from all meetings of the Commissioners, and to act in the execution of this and the Special Act, shall be deemed to have refused to act, and shall cease to be a Commissioner.

Commissioner neglecting to act to cease to be one.

10–8. LI. No Proceeding of the Commissioners or of any Committee shall be invalidated or be illegal in consequence only of there being any Vacancy in the Number of Commissioners at the Time of such Proceeding.

Acts of the Commissioners not to be invalidated by reason of Vacancies.

10–9. LII. All Proceedings of the Commissioners, or of a Committee of Commissioners, or of any Person acting as a Commissioner, shall, notwithstanding it be afterwards discovered that there was some Defect in the Appointment of any such Commissioners or Persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Commissioner.

Informalities in appointment of Commissioners not to invalidate Proceedings.

10–10 LIII. The Commissioners may from Time to Time provide and maintain fit and convenient public Offices, together with all necessary and proper Furniture for the same, for holding the Meetings and transacting the Business of the Commissioners, and for the Use of their Officers, and for the holding of such Public Meetings and transacting such public Business relating to the Town as the Commissioners shall, from Time to Time, under the Powers of this or the Special Act, or any Act incorporated therewith, direct or allow to be held or transacted therein, and for such purpose may purchase or hire any Lands or Buildings which the Commissioners think necessary from any Person willing to sell or let the same, or may cause any new Building to be erected upon any Land purchased or hired under the

Commissioners may provide public Offices, &c.

Provisions of this or the Special Act, or otherwise belonging to the Commissioners.

Proceedings to be entered in a Book, and, when signed, shall be received in Evidence.

10–11. LV. The Commissioners shall cause entries of all the Proceedings of the Commissioners, and of every Committee appointed by them, with the Names of the Commissioners who shall attend each Meeting, to be duly made from Time to Time in Books to be provided for the Purpose, which shall be kept by the Clerk under the Superintendence of the Commissioners, and every such Entry shall be signed by the Chairman of the Meeting at which the Proceeding took place, and such Entry so signed shall be received as Evidence in all Courts and before all Judges, Justices, and others, without Proof of such Meeting having been duly convened or held, or of the Persons attending such Meeting having been or being Commissioners or Members of Committees respectively, or of the Signature of the Chairman, or of the Fact of his having been Chairman, all of which last-mentioned Matters shall be presumed until the contrary is proved; and such Books shall at all reasonable Times be open to the Inspection of any of the Commissioners, and of any Mortgagee of the Rates or Property of the Commissioners.*

Such Books to be open to inspection.

From "The General Police and Improvement (Scotland) Act, 1862."

Commissioners may contract for execution of works.

10–12. LXV. The Commissioners, or any committee of their body thereunto specially empowered, may contract with any person for carrying into execution any of the operations hereby authorised; and such contract shall be signed by the preses and clerk in name of the meeting at which such agreement or contract shall be made.

From "The Commissioners Clauses Act, 1847."

Commissioners may compound for breach of contract.

10–13. LVIII. The Commissioners may compound with any party who has entered into any such contract, or against whom any action or suit has been brought for any penalty contained in any such contract, or in any bond or other security for the performance thereof, or on account of any breach or nonperformance of any such contract, bond, or security for such sums of money or other recompense as the Commissioners may think proper.

From "The General Police and Improvement (Scotland) Act, 1862."

Actions by or against Commissioners, how to be brought, and not to abate.

10–14. LXXIV. Except as hereinafter specially provided,† all actions, suits, or proceedings in respect of any matter or thing relating to the

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* *This Clause must be read in connection with, and be modified to some extent by, Clauses 8 and 9 of this Act.*

† *See the last sentence of Clause 5 of this Act. The exception here introduced will apply to proceedings for the recovery of Assessments, which will be instituted by, and in name of, the Collector, the "Improvement Assessment" being appointed by Clause 45 to be levied, collected, and recovered in the same way and manner as the Police Assessment.*

execution of this Act, to be brought by or against the Commissioners, shall be in the name of their Clerk for the time being as the party, pursuer, or defender, representing the Commissioners; and no action, suit, or proceeding wherein the Commissioners shall be concerned as pursuers or defenders in the name of their Clerk shall cease or abate by the death, resignation, or removal of any such Clerk, or by any change in the persons holding office as Commissioners, but the Clerk to the Commissioners for the time being shall be deemed to be the pursuer or defender, as the case may be, in every such action, suit, or proceeding.

From "The Commissioners Clauses Act, 1847."

10–15. LX. No Commissioner, by being Party to or executing in his Capacity of Commissioner any Contract or other Instrument on behalf of the Commissioners, or otherwise lawfully executing any of the Powers given to the Commissioners, shall be subject to be sued or prosecuted, either individually or collectively, by any Person whomsoever; and the Bodies or Goods or Lands of the several Commissioners shall not be liable to execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them, or by reason of any other lawful Act done by them in the Execution of any of their Powers as Commissioners; and the Commissioners respectively, their Heirs, Executors, and Administrators, shall be indemnified out of the Rates and other Moneys coming to the Hands of the Commissioners by virtue of this and the Special Act for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them.

Commissioners not to be personally liable for Acts done in the Capacity of a Commissioner.

Commissioners to be indemnified for acts done in the execution of their office.

10–16. LXII. Execution upon every judgment or decree against the Commissioners in any such action or suit shall be levied on the goods, chattels, or personal effects belonging to the Commissioners by virtue of their office, and shall not in any manner extend to charge or make liable the persons or private lands or goods of any of the Commissioners, or the heirs, executors, or administrators of any of them

Executions to be levied on the goods belonging to Commissioners by virtue of their office only.

10–17. LXIII. Every Commissioner or Clerk in whose name any such legal proceeding shall be carried on, either as plaintiff or defendant, on behalf of the Commissioners, shall be reimbursed, out of the moneys which shall come into the hands of the treasurer of the Commissioners by virtue of his office, all damages, costs, charges, and expenses to which any such Commissioner or Clerk may be put, or with which he may become chargeable, by reason of being so made plaintiff or defendant.

Commissioners and clerks to be reimbursed all damages, &c.

10–18. LXIV. The Commissioners may prefer a bill of indictment against any person who shall steal or wilfully injure any property or thing belonging to the Commissioners or under their management, or institute any other proceeding which may appear to them necessary for the protection of such property, and in every such case it shall be

How indictments to be preferred.

sufficient to state generally the property or thing in respect of which such proceeding shall have been taken to be the property of the Commissioners, as they shall be described in the Special Act, without naming the individual Commissioners.

Officers.

And with respect to the appointment and accountability of the officers of the Commissioners, be it enacted as follows:

Power to Commissioners to appoint clerk and other officers, and remove them from time to time.

10–19. LXV. The Commissioners may from time to time appoint and employ a treasurer, clerk, collector,* assessor, and all such other officers to assist in the execution of this and the Special Act as they shall think necessary and proper, and from time to time remove any of such officers, and appoint others in the room of such as shall be so removed, or as may die, resign, or discontinue their offices, and may, out of the moneys to be raised for the purposes of this and the Special Act, pay such salaries and allowances to the said officers respectively as the Commissioners shall think reasonable.

Offices of clerk and treasurer not to be held by the same person.

10–20 LXVI. The same person shall not be appointed to the office both of clerk and treasurer; and if any person being the clerk, or the partner of such clerk, or in the service of such clerk or of his partner, accept the office of treasurer, or if any person being the treasurer, or the partner of such treasurer, or in the service of such treasurer or of his partner, accept the office of clerk, he shall forfeit the sum of one hundred pounds, and any person may sue for such penalty by action of debt or on the case in any of the Superior Courts, and shall on recovery thereof be entitled to full costs of suit.

Officer taking fees other than those allowed to lose his office, and forfeit £50.

10–21. LXVII. Every officer employed by the Commissioners who shall exact or accept on account of anything done by virtue of his office, or in relation to the matters to be done under this or the Special Act, any fee or reward whatsoever other than the salary or allowances allowed by the Commissioners, or who shall be in anywise concerned or interested in any bargain or contract made by the Commissioners, shall be incapable of being afterwards employed by the Commissioners, and shall forfeit the sum of fifty pounds, and any person may sue for such penalty by action of debt or on the case in any of the Superior Courts, and shall on recovery thereof be entitled to full costs of suit.

Security to be taken from all officers entrusted with money.

10–22. LXVIII. Before any person, whether treasurer, collector, or other officer, entrusted by the Commissioners with the custody or control of moneys by virtue of his office, shall enter upon such office, the Commissioners shall take sufficient security from him for the faithful execution thereof.

Collectors to pay over Monies within Seven Days to the Treasurer.

10–23. LXIX. Every Collector appointed or employed by the Commissioners by virtue of this or the Special Act to collect any rates shall, within Seven Days after he shall have received any Monies on account of any such Rates, pay over the same to the Treasurer of the Commissioners to their Account, and the Receipt of such Treasurer for the Moneys so paid shall be a sufficient Discharge to the Collector, and

* *See Clause 45.*

every such Collector shall, in such Time and in such Manner as the Commissioners direct, deliver to them true and perfect Accounts in Writing under his Hand of all Moneys received by him and of all Monies paid by him to the said Treasurer by virtue of this or the Special Act, and also a List of the Names of all Persons who have neglected or refused to pay any Rate or Money owing by them, with a Statement of the Monies due from them respectively.

10–24. LXX. Every collector and other officer appointed or employed by the Commissioners by virtue of this or the Special Act shall, from time to time when required by the Commissioners, make out and deliver to them, or to any person appointed by them for that purpose, a true and perfect account in writing under his hand of all moneys received by him on behalf of the Commissioners, and such account shall state how and to whom and for what purpose such moneys have been disposed of, and together with such account such officer shall deliver the vouchers and receipts for such payments; and every such officer shall pay to the Commissioners, or to any person appointed by them to receive the same, all moneys which shall appear to be owing from him upon the balance of such accounts. Officers to account.

10–25. LXXI. If any such Collector or other officer fail to render such accounts as aforesaid, or to produce and deliver up all the vouchers and receipts relating to the same in his possession or power, or to pay the balance thereof when thereunto required, or if for five days after being thereunto required he fail to deliver up to the Commissioners, or to any person appointed by them to receive the same, all papers, and writings, property, effects, matters, and things, in his possession or power, relating to the execution of this or the Special Act, or any Act incorporated therewith, or belonging to the Commissioners, then, on Complaint thereof being made to a Justice, or to the Sheriff, such Justice or Sheriff shall summon such officer to appear before two or more Justices, or before such Sheriff, according as the summons may have been issued by a Justice or by the Sheriff, at a time and place to be set forth in such summons, to answer such charge; and upon the appearance of such officer, or upon proof that such summons was personally served upon him, or left at his last known place of abode, such Justices or Sheriff may hear and determine the matter in a summary way, and may adjust and declare the balance owing by such officer; and if it appear, either upon confession of such officer, or upon evidence, or upon inspection of the account, that any moneys of the Commissioners are in the hands of such officer, or owing by him to the Commissioners, such Justices or Sheriff may order such officer to pay the same, and if he fail to pay the amount it shall be lawful for such Justices or Sheriff to grant a warrant to levy the same by distress, or by poinding and sale, or in default thereof to commit the offender to gaol, there to remain without bail for a period not exceeding three months, unless the same be sooner paid. Summary recovery against parties failing to account.

Officers refusing to make out account and deliver up documents, &c, may be committed to prison.

10–26. LXXII. If any such officer summoned as aforesaid, refuse to make out such account in writing, or to produce and deliver to the Justices or Sheriff the several vouchers and receipts relating thereto, or to deliver up any books, papers, or writings, property, effects, matters, or things, in his possession or power, belonging to the Commissioners, such Justice or Sheriff may commit such offender to gaol, there to remain until he shall have delivered up all the vouchers and receipts in his possession or power relating to such accounts, and all the books, papers, writings, property, effects, matters, and things in his possession or power, belonging to the Commissioners.

Where officer about to abscond, a warrant may be issued in the first instance.

10–27. LXXIII. Provided always, that if any Commissioner, or other person acting on behalf of the Commissioners, shall make oath that he has good reason to believe, upon grounds to be stated in his deposition, and that he does believe that it is the intention of any such officer as aforesaid to abscond, the Justice or the Sheriff before whom the complaint is made may, instead of issuing his summons, issue his warrant for bringing such officer before such two Justices as aforesaid if the warrant be issued by a Justice, or before such Sheriff if the warrant be issued by him; but no person executing such warrant shall keep such officer in custody longer than twenty-four hours without bringing him before some Justice or the Sheriff, according as he may be summoned before the one or the other; and the Justice or Sheriff before whom such officer may be brought may either discharge such officer, if he think there is no sufficient ground for his detention, or order such officer to be detained in custody so as to be brought before two Justices at a time and place to be named in such order, unless such offifcer give bail to the satisfaction of such Justice for his appearance before such Justices to answer the complaint of the Commissioners.

Proceedings against officers not to discharge sureties.

10–28. LXXIV. No such proceedings against or dealing with any such officer as aforesaid shall deprive the Commissioners of any remedy which they might otherwise have against any surety of such officer.

Power to take lands.

11. Subject to the provisions of this Act, the trustees may enter upon, take, and use all or such of the lands, houses, and property shewn on the deposited plans, and specified in the deposited book of reference as may be required for the purposes of this Act, and may make and maintain in the lines and according to the levels shewn on the deposited plans and sections, the new streets, and may widen, alter, improve, and divert the existing streets, wynds, closes, and thoroughfares hereinafter described, or such only of the said new streets or existing streets, wynds, closes, and thoroughfares as the trustees may think fit, with all proper works and conveniences connected therewith.

12. The new streets hereinbefore referred to and authorised by this Act, and the existing streets, wynds, closes, and thoroughfares authorised by this Act to be altered, widened, improved and diverted, are the several streets, wynds, closes, and thoroughfares shewn on the deposited plans, and distinguished thereon by the numbers hereinafter mentioned, and comprise the following, namely:

Power to make new streets, and to alter, widen, and divert existing streets.

(1.) A New Street, marked "1" on the Plans, deposited as before mentioned, commencing from and out of the north side of the Canongate, at the point where Leith Wynd joins the Canongate, in the Canongate parish, and terminating in Market Street, at a point 131 yards or thereby west of the centre of the North Bridge, in the High Church parish, said street being in the parishes of Canongate, Trinity College, and High Church, in the Royal Burgh, City, County of the City, and County of Edinburgh.

(2.) A New Street, marked "2" on the said Plans, commencing from and out of the north side of the Canongate, at the junction of Big Jack's Close with the Canongate, in the Canongate parish, and terminating at the junction of Physic Gardens with Leith Wynd, partly in the Canongate parish, and partly in Trinity College parish, said new street being in the parishes of Canongate and Trinity College, Royal Burgh, City, County of the City, and County of Edinburgh.

(3.) A New Street, marked "3" on the said Plans, commencing from and out of the north side of the Canongate, at the junction of Coull's Close with the Canongate, and terminating at a point in the new Street immediately before described, 24 yards or thereby west of a point in Coull's Close, 83 yards or thereby north from the Canongate, all in the parish of Canongate, Royal Burgh, City, County of the City, and County of Edinburgh.

(4.) The widening, alteration, and improvement, marked "5" on the said Plans, of the street called St Mary's Wynd, commencing from and out of the High Street and Canongate at the point where St Mary's Wynd joins those streets, and terminating at the junction of the said Wynd with the Cowgate, all in the Old Church parish, in the Royal Burgh, City, County of the City, and County of Edinburgh.

(5.) A New Street, marked "6" on the said Plans, commencing from and out of St Mary's Wynd immediately before described, at a point opposite the western end of Boyd's Entry, in the Old Church parish, and terminating in the street immediately after described, 70 yards or thereby south of the south side of the High Street, measured

from a point 13 yards or thereby east of the east side of Blackfriars' Wynd, in the Tron Church parish, all in the Royal Burgh, City, County of the City, and County of Edinburgh.

(6.) The widening, alteration, and improvement, marked "7" on the said Plans, of Blackfriars' Wynd and High School Wynd, the said Blackfriars' Wynd commencing from and out of the south side of the High Street, in the Tron Church parish, and terminating in the Cowgate, in the said parish, and the said High School Wynd, commencing in the Cowgate opposite the end of the said Blackfriars' Wynd, in Lady Yester's parish, and terminating at the High School Yards in said last mentioned parish, all in the Royal Burgh, City, County of the City, and County of Edinburgh.

(7.) A New Street, marked "8" on the said Plans, commencing from and out of the north side of the Canongate, at the point where it is joined by Malloch's Close, and terminating at a point in the North Back of Canongate, 18 yards or thereby east of the east side of the junction of Campbell's Close with the North Back of Canongate, all in the parish of Canongate, Royal Burgh, City, County of the City, and County of Edinburgh.

(8.) A New Street, marked "9" on the said Plans, commencing from and out of the west side of Blair Street, at a point 66 yards or thereby south of the south side of the High Street, and terminating at a point in Old Fish Market Close, 29 yards or thereby north of the north side of the Cowgate, all in the New North parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(9.) A New Street, marked "10" on the said Plans, commencing 23 yards or thereby north from the north wall of the University Buildings, and 59 yards or thereby west of the east front of the said Buildings in Lady Yester's parish, and terminating at the north end of the Horse Wynd in the Cowgate, in Old Greyfriars' parish, comprehending therein the widening of the said Horse Wynd from the point where the said new street joins the same to the Cowgate,—all in the Royal Burgh, City, County of the City, and County of Edinburgh.

(10.) The widening, alteration, and improvement, marked "11" on the said Plans, of North College Street, the street on the north side of Argyle Square, and the street on the south side of Brown Square, the said widening, alteration, and improvement commencing at the junction of North College Street with South Bridge Street, in Lady Yester's parish, and terminating at the southern extremity of George IV. Bridge, where it is joined by the said south side of Brown Square, in Old Greyfriars' parish, and

in connection with the same, an alteration of the levels of the street forming the west and north sides of Brown Square, in the said Old Greyfriars' parish, so as to adjust them to the level of the said widened street,—all in the Royal Burgh, City, County of the City, and County of Edinburgh.

(11.) A New Street, marked "12" on the said plans, commencing from and out of the western side of Nicolson Square, and terminating in Bristo Street, opposite the junction of Charles Street with Bristo Street, all in the West Kirk Parish, and *Quoad Sacra* Parish of Buccleuch, City and County of Edinburgh; and in connection therewith, the widening of Nicolson Square at the west end thereof, by converting the enclosed ground to an extent not exceeding 22 yards into a street,—all in the said Parishes, Royal Burgh, City, County of the City, and County of Edinburgh.

(12.) A New Street, marked "13" on the said Plans, commencing from and out of the east side of Nicolson Street, at the point where it is joined by Gibb's Entry, and terminating immediately to the south of the junction of Gilmour Street with the Pleasance,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(13.) A New Street, marked "14" on the said Plans, commencing from and out of the south termination of Davie Street, and terminating in East Crosscauseway, at a point 79 yards or thereby east of the east side of Nicolson Street, —all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(14.) The widening, alteration, and improvement, marked "15" on the said Plans, of Lady Lawson's Wynd, commencing from and out of the north side of Lauriston, at the junction of said Wynd with Lauriston, and terminating in the West Port at the junction of the said Wynd with the said West Port,—all in the West Kirk parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(15.) A New Street, marked "16" on the said Plans, commencing from and out of the north side of the West Port, at a point opposite the north-west end of Lady Lawson's Wynd, and terminating in Spittal Street at a point two yards or thereby north-east of the north corner of St Cuthbert's Free Church,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(16.) An alteration and improvement, marked "17" on the said Plans, of an existing street or road, called Market Street, and a street or road leading from Market Street to Low Market Street, in the

High Church Parish, from a point in Market Street 176 yards or thereby west of the centre of the North Bridge, eastward to the western termination of Low Market Street, in the said Parish,—all in the Royal Burgh, City, County of the City, and County of Edinburgh.

(17.) The widening and improvement, marked "18" on the said Plans, of the street called the Cowgate, on the south side thereof, from a point at the east side of the Horse Wynd, where it joins the said Cowgate, in an easterly direction for 67 yards or thereby,—all in the Old Greyfriars and Lady Yester's Parishes, Royal Burgh, City, County of the City, and County of Edinburgh.

(18.) The widening and improvement, marked "19" on the said Plans, of the street at Cowgate head, extending from a point in the Grassmarket where Warden's Close joins the same, to a point in the Cowgatehead, 27 yards or thereby north-west from the north gateway of Greyfriars Churchyard,—all in the parish of New Greyfriars, Royal Burgh, City, County of the City, and County of Edinburgh.

(19.) The widening and improvement, marked "20" on the said Plans, of the street called King's Stables, on the south side of that part thereof which runs from east to west, at its junction with the Grassmarket, commencing at a point 21 yards or thereby west from the point where the Old Town wall meets the north building line of the Grassmarket, and extending westward along the said street on the south side thereof for 43 yards or thereby; and in connection therewith, the widening and improvement of a part of the Grassmarket, on the north side thereof, for a distance of 39 yards or thereby east from the before mentioned point where the Old Town wall meets the north building line of the Grassmarket,—all in the West Kirk and New Greyfriars Parishes, Royal Burgh, City, County of the City, and County of Edinburgh.

(20.) The widening and improvement, marked "21" on the said Plans, of the street called the West Port, from the point where Lady Lawson's Wynd joins the West Port eastward to the east end of the West Port and northwards in the street of King's Stables to a point on a line with the north gable of the House No. 3 King's Stables, or some portions of the said streets within the said points,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(21.) The widening and improvement, marked "22" on the said Plans, of the street called the Canongate, on the north side thereof, from its junction with Duncan's Close, to the extent of 18 yards or thereby east of the said junction, in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

Provided always that nothing herein contained shall authorise the trustees to construct the new street marked "4" on the said deposited plans.*

Lands and property to be taken.

13. The lands, houses, and property before referred to, to be taken for the construction and for the alteration, widening, improvement, and diversion of streets, wynds, closes, and thoroughfares, and for the other improvements and purposes of this Act, are the following, as shewn on the deposited plans and distinguished as aftermentioned:—

(A.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked A on the Plans before mentioned, bounded by a line commencing in the centre of the north side of the pier on the south side of the archway of the North Bridge leading from Low Market Street to the Physic Gardens, and running westward along the said side of the pier; thence westward along the south building line of Low Market Street, to the western termination of the same; thence westward, crossing said Street to a point at the west side of the gateway of the southern entrance to the North British Railway Station, where the pier of said gateway joins the wall on the west side of said entrance; thence southward to a point fifteen feet or thereby along the prolongation of said wall; thence westward to a point in the north building line of Market Street five hundred and twenty-eight feet, or thereby, west of the parish boundary in the centre of the North Bridge; thence eastward along the said north building line of Market Street, to a point three hundred and ninety-three feet, or thereby, west of the before-mentioned parish boundary; thence southward across Market Street to a point in the south building line of said Street at or near the north end of the east gable of the tenement No. 7 Market Street; thence eastward along said south building line of Market Street, and in continuation of the same, till it meets the north-west corner of the piece of land known as the Live Poultry Market; thence along the western, southern, and eastern boundaries of said piece of land, and northward along the prolongation of the said eastern boundary, a distance of eighteen feet, or thereby; thence eastward to the east side of the Flesh Market Close; thence northward to the south-west

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* *This proviso was introduced into the Bill in consequence of a resolution of the Magistrates and Council adopted on 12th December 1866, after the parliamentary notices by advertisement had been given, and the requisite plans and sections shewing the new street marked No. 4 had been lodged.*

corner of the Fish Market; thence eastward along the south side of said market; thence along the west and south boundaries of the open area immediately to the north of the stair leading from the said Fish Market to North Bridge Street; thence eastward along the north side of the pier on the south side of the southmost open archway of the North Bridge, till it meets a line running longitudinally in the centre of said Bridge; thence northward along said line to the point from which it started,—all in the High Church parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(B.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked B on the said Plans, bounded by a line commencing at the north-east corner of the Ashley buildings, and running westward along the north boundary of the said buildings; thence southward along the east side of Trunk's Close to the back of the tenement No. 51 High Street; thence westward across Trunk's Close; thence northward along the west building line of said close, to the north gable of the tenement No. 1 Trunk's Close; thence westward along said gable; thence southward along the west wall of said tenement to a point in a line with the south gable of the tenement No. 1 Monteith's Close; thence westward across Monteith's Close, and along the south gable of the tenement No. 1 Monteith's Close aforesaid, across Sandiland's Close, and along the north gable of the tenement immediately to the north of the tenement No. 75 High Street, across Chalmers's Close, along the north gable of the tenement No. 3 in that Close, and along that of the tenement immediately to the north of the tenement No. 89 High Street; thence southward along the east building line of Barringer's Close to a point in a line with the north boundary of the tenement immediately to the north of the tenement No. 93 High Street; thence westward along said north boundary; thence northward along the east boundary of the tenement No. 4 Paisley Close; thence westward along the north gable of said tenement, across the said close, across the open court between the last-named close and Bailie Fyfe's Close, and across that Close; thence northward along the west side of Bailie Fyfe's Close to the north gable of the tenement No. 11 there; thence westward along that north gable; thence southward along the west wall of the tenement last mentioned to the north boundary of the tenement immediately to the north of the tenement No. 113 High Street; thence westward along that north boundary; thence southward along the east side of Morrison's Close to the back of the foresaid tenement No. 113 High Street; thence across the last mentioned close, and along the north wall of the tenement No.

123 High Street; thence northwards along the east boundary line of Girle's tannery to the north gable of the currying shop thereof; thence westward along the said north gable and in a line in continuation of the same, across the court of said tannery to North Gray's Close, and thence southward along the west boundary of said tannery to a point in a line with the south boundary of the tenement No. 13 North Gray's Close; thence westwards across said close, and along said south boundary; thence northward along the west boundary of tenements in North Gray's Close to the north boundary of St Paul's Episcopal Chapel, Carrubber's Close; thence westward along said north boundary across Carrubber's Close, and along the north boundary of the tenement No. 29 in that close; thence southwards along the east side of Kinloch's Close, to a point in a line with the north boundary of Messrs A. and C. Black's premises between that close and Halkerston's Wynd; thence westward along the said north boundary, and across Halkerston's Wynd; thence northwards along the west side of said wynd to the north-east corner of the tenement No. 26 North Bridge Street; thence westward along the north gable of that tenement; thence northwards to the north side of the pier on the south side of the southmost open arch of the North Bridge; thence westwards along the north side of said pier to a line running longitudinally in the centre of the said bridge; thence northwards along said line to the centre of the north side of the pier on the south side of the archway leading from Low Market Street to Physic Gardens; thence eastwards along said north side of said pier, across the north end of Halkerston's Wynd, and along the south building line of Physic Gardens to the east gable of the tenement No. 8 Physic Gardens; thence southward along the east wall of said tenement, and across the open area immediately to the south of the same; thence eastward along the south side of the open areas behind the houses in Physic Gardens, and across North Gray's Close; thence southward along the east side of said close to the south boundary of Messrs Greig and Son's printing office in that close; thence eastward along the south wall of said printing office; thence southwards along the west boundary of the lacquering room of Messrs M'Vey and Watson's brass foundry; thence eastward along the south boundary of said lacquering room and in a line with the same to a point in the west boundary of the casting shop of said foundry; thence southward along said west boundary of said casting shop; thence eastward along the south boundary thereof; thence northward, along the east boundary of the same; thence along the north boundary of the tenement immediately

to the west of the tenement No. 29 Chalmers's Close, and along that of the said tenement No. 29 Chalmers's Close; thence northwards along the west side of Chalmers's Close, to the south building line of the Physic Gardens; thence eastward along said south building line, and across the north end of Leith Wynd to a point in a line running longitudinally in the centre of said wynd; thence southward along said line to the north building line of the High Street; thence westward along said north building line to the east side of Society Close; thence northward along the east side of that close and along the east boundary of the open court of the Ashley Buildings to a point in a line with the north boundary of tenement No. 12 Leith Wynd; thence eastward along the said north boundary to the west side of Leith Wynd; thence northward along the same to the point from which it started,—all in the Trinity College Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(C.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked C on the said plans, bounded by a line commencing at a point in a line running longitudinally through the centre of Leith Wynd, at the south end of said wynd, and running eastward along the north building line of the Canongate to the south end of the east side of Mid-Common Close; thence along the east side of said close to the north boundary of the tenement No. 1 Logan's Close; thence eastward along the said north boundary and across Logan's Close; thence northward along the east side of Logan's Close to the north boundary of the tenement No. 4 in that close; thence eastward along the said north boundary and across Rae's Close; thence southward along the east side of Rae's Close to the back of the tenement No. 277 Canongate; thence eastward along the north boundary of the tenement No. 269 Canongate; thence southward along the east boundary of said tenement; thence eastward along the north building line of the Canongate to the south end of the east side of Kinloch's Close; thence northward along the east side of that close to the north-west corner of New Street Church; thence eastward along the north side of said church to the west building line of New Street; thence northward along said west building line to the south-east corner of tenement No. 29 New Street, which together with workshops, &c., lying to the west thereof, is occupied as a type foundry; thence along the south and west boundaries of said type foundry; and thence northward in a line with the east side of the northmost part of Logan's Close and along said east side of Logan's Close to a point in the same, in a line with the north boundary of Paul's Work; thence westward across said close, and along said north boundary; thence southward

along the east boundary of Messrs Mutter, Howie, and Company's Stables, thence along the south boundary of the same, and along the west boundary of the same, a distance of sixty-six feet, or thereby; thence westward across Gilmore Street, and along the south boundary of the tenement No. 1 Gilmore Street, and of the buildings to the south of the court immediately behind the tenement No. 19 Macdowall Street; thence northward along the west boundary of the buildings immediately to the west of said court, to a point in a line with the south boundary of the tenement No. 9 Macdowall Street; thence westward along the said south boundary, and along that of the tenements on the south side of Macdowall Street, as far as the east boundary of the tenements on the east side of Leith Wynd; thence southward along the said east boundary to the south boundary of the tenement No. 62 Leith Wynd; thence westward along the said south boundary; thence northward along the east side of Leith Wynd, crossing the west end of Macdowall Street, and on to a point in a line with the south building line of the Physic Gardens; thence westward to the line running longitudinally through the centre of Leith Wynd referred to in Area B, as part of the boundary thereof; thence southward along said centre line to the point at the south end of said wynd from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(D.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked D on the said plans, bounded by a line commencing at the south end of the east side of Big Jack's Close, and running northward along the east side of said close to the north-east corner of that part of the tobacco pipe factory there, lying on the west side of said close; thence westward along the north wall of the said factory; thence southward along the east side of Little Jack's Close to a point in a line with the south side of that part of the same running from east to west; thence westward along the south side of said part of Little Jack's Close, a distance of thirty-three feet or thereby; thence northwards to the north side of said close; thence westwards along the north side of the same to the east building line of New Street; thence southward along said building line to the north-west corner of the tenement called Lord Kaimes' House; thence along the north and east boundaries of said house to the north-west corner of the tenement Nos. 235 and 237 Canongate; thence along the north and east boundaries of that tenement, to the north building line of the Canongate; and thence eastward along said line to the point from which it started, at the south end of

Big Jack's Close,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(E.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked E on the said plans, bounded by a line commencing in a line running longitudinally through the centre of South Gray's Close, at a point in a line with the south boundary of the tenement No. 3 in said close, and running eastward along the said south boundary; thence northward along the east wall of said tenement to the back of the tenement No. 54 High Street; thence eastward along the back of that tenement and across Hyndford's Close; thence along the west and south sides of the tenement No. 3 Hyndford's Close, and across South Foulis Close; thence southward along the east side of that close to the south-west corner of tenement No. 1 in said close; thence eastward along the south wall of that tenement; thence northward along the east wall of the same to the south-west corner of the tenement No. 4 Fountain Close; thence eastward along the south wall of that tenement, across Fountain Close, and along the south boundary of the tenement No. 28 there; thence southward along the west boundary of Tweeddale Court, to the north boundary of the tenement No. 9 Fountain Close; thence westward along said north boundary; thence southward along the east side of Fountain Close to a point in a line with the north boundary of the tenement No. 15 there; thence westward across the said close, and along the last named north boundary, and along that of the tenement No. 7 South Foulis Close; thence southward along the east side of said close; thence westward along the south end thereof; thence along the east, north, and west boundaries of the tenement No. 10 Hyndford's Close; thence along the west and south boundaries of the tenement No. 7 in the same close; thence eastward along the south boundaries of the tenements No. 7 South Foulis Close, and No. 15 Fountain Close, before mentioned; thence to the west boundary of Messrs Oliver and Boyd's premises, at a point forty-four feet, or thereby, north from the south-west corner of the counting-house of the same; thence southward to the said south-west corner; thence eastward along the south side of the main building of the said premises, to the west boundary of the tenement No. 33 Saint Mary's Wynd; thence northward along the said west boundary; thence along the north boundary of the said tenement, to the west building line of the said wynd; thence northward along the said west building line to the junction of Saint Mary's Wynd with the High Street; thence eastward across the north end of Saint Mary's Wynd and along the south building

line of the Canongate to the east side of Boyd's Close; thence southward along the east side of that close to the south-west corner of the tenement immediately to the south of the tenement No. 274 Canongate; thence eastward along the south wall of said tenement; thence northward along the east wall of the same, a distance of ten feet, or thereby; thence eastward across Bell's Close; thence southward along the east side of the same to the south-west corner of the tenement immediately to the south of the tenement No. 266 Canongate; thence along the south and east sides of said tenement to a point in the west side of Gillon's Close, in a line with the south boundary of the tenement No. 260 Canongate; thence eastward across Gillon's Close, and along the last mentioned south boundary, and across Gibb's Close; thence southward along the east side of Gibb's Close to the south-west corner of the tenement No. 6 Pirrie's Close; thence along the south side of said tenement to Pirrie's Close; thence northward along the west side of Pirrie's Close to a point in a line with the north boundary of Chessels' Court; thence eastward along the south boundary of the houses on the north side of Chessels' Court, along that of the tenement No. 234 Canongate, and across Plainstane Close; thence northward along the east side of that close to the south building line of the Canongate; thence eastward along said building line to the east side of Watson's Close; thence along the west and south boundaries of the tenement Nos. 214 and 216 Canongate, and along the south boundary of the tenements Nos. 208 and 210 Canongate, to the west side of Weir's Close; thence southward along the same to the northmost gable of the Edinburgh and Leith Brewery; thence westward along that gable, and along the north boundary of the courtyard of said brewery; thence southward along the west side of the said courtyard, to a point in the same, in a line with the south boundary of Chessels' Court; thence westward to, and along the said boundary of Chessels' Court to the north-west corner of the tenement No. 8 in said court; thence southward along the west side of that tenement; thence westward along the south side of tenement No. 6 Chessels' Court, and along the south boundary of the open court at the north end of Mr Brown's tannery, and in continuation of the same across Gillon's Close; thence southward along the west side of said close to a point in the north boundary of that part of the said tannery to the west of Gillon's Close; thence westward along the said north boundary; thence along the west boundary of said tannery, and in continuation thereof to the south boundary of the tenement No. 28 Gillon's Close; thence along the south and east boundaries of that tenement;

thence along the south boundary of the tenement Nos. 26 and 24 Gillon's Close; thence northward along the west side of said Close to a point in a line with the south boundary of the eastmost part of Mr Brown's tannery; thence eastward along the said south boundary; thence southward along the west boundary of Saint Mary's Brewery, to the north boundary of the house No. 93 South Back of Canongate; thence along the north, west, and south boundaries of said house; thence southward along the west boundary of Saint Mary's Brewery before mentioned, to the north building line of the South Back of Canongate; thence westward along the said north building line, across the south end of Saint Mary's Wynd, and along the Cowgate to south-west corner of the shop No. 272 Cowgate; thence along the west and north boundaries of said shop, and along the north boundary of the tenement No. 87 Saint Mary's Wynd to the west building line of Saint Mary's Wynd; thence northward along the said building line to the north-east corner of the tenement No. 39 in said wynd; thence westward along the north wall of said tenement, and along the south wall of that part of Messrs Oliver and Boyd's premises called the Sheet Warehouse, and along the north side of Saint Patrick's Roman Catholic Chapel to the west boundary of the ground in connection with the same; thence southward along said west boundary to the south side of the passage leading from South Gray's Close to the said chapel; thence westward along the south side of said passage to the centre line of South Gray's Close; thence northward along the said centre line to the point from which it started,—all in the Old Church Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(E[1].) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked E[1] on the said plans, bounded by a line commencing at a point in the west side of World's End Close, in a line with the south boundary of the tenement No. 6 High Street, and running eastward along the said south boundary to the west boundary of the houses on the west side of St Mary's Wynd; thence southward along the said west boundary to the north boundary of the main building of Messrs Oliver & Boyd's premises; thence along the last named north boundary till it meets the east boundary of said premises; thence northward along said east boundary, and along the west side of World's End Close, to the point from which it started,—all in the Old Church Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(F.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked F on the said plans, bounded

by a line commencing at the north-west corner of the tenement No. 84 High Street, and running southward along the west boundary of said tenement; thence eastward along the south wall of the same, and across Toddrick's Wynd; thence southward along the west side of the tenement No. 5 Toddrick's Wynd; thence eastward along the south sides of the said tenement and of those immediately to the south of the tenements Nos. 72, 66, 62, and 60 High Street; thence southward along the west boundary of the tenement in South Gray's Close to the north of the United Presbyterian Schools there; thence westward along the north wall of said schools, to the north-west corner of the same; thence along the west, south, and east sides of said schools, and thence northward along the west side of South Gray's Close, to a point in the same, in a line with the north boundary of the tenement No. 3 there; thence eastward to the centre line of said close; thence southward along said centre line to a point in the same, in a line with the south side of the passage leading from said close to Saint Patrick's Chapel; thence westward to the west side of said close; thence northward along said west side of that close to the north-east corner of the Mint Buildings; thence along the north and west boundaries of the said buildings, to the south side of the main south wall of the tenement forming the south-west corner of the said buildings; thence eastward along said main south wall; thence southward to a line running from east to west in the centre of the Cowgate, and westward along said line to a point in the same, fifty-eight feet or thereby west from the south end of the west side of Blackfriars' Wynd; thence northward to the north building line of the Cowgate; thence eastward along the said north building line, to the west side of Blackfriars' Wynd; thence northwards along the said side of that wynd, to the north-east corner of the tenement No. 26 in said Wynd; thence along the north and west boundaries of said tenement; thence along the north boundary of Fraser's Land, Cant's Close, across Cant's Close, and along the north boundary of the tenement No. 23 Dickson's Close, and along the south sides of tenements No. 13 Dickson's Close, and No. 34 Niddry Street; thence along the west and north boundaries of the last mentioned tenement, and along the north boundary of the tenement No. 10 Dickson's Close; thence northward along the west side of Dickson's Close to the back wall of tenement No. 114 High Street; thence eastward across said Close; thence southward along the east side of said Close, to the south-west corner of Buchanan's dining rooms; thence eastward along the south boundary of said dining rooms; thence northward

along the east boundary of the same to a point forty-seven feet or thereby south of the south building line of the High Street at Dickson's Close; thence eastward to the east side of Cant's Close; thence southward along the east side of that close, to the north-west corner of the open area immediately to the west of the tenement No. 26 Blackfriars' Wynd; thence eastward along the north boundary of the said open area, and along the south boundary of the tenement No. 14 Blackfriars' Wynd; thence northward along the west side of Blackfriars' Wynd, to the north-east corner of tenement No. 2 in the said wynd; thence westward along the south boundary of the tenement Nos. 100 and 98 High Street; thence northward along the west wall of the tenement last mentioned, to the south building line of the High Street; thence eastward along said south building line, to the point from which it started,—all in the Tron Church Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(F[1].) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked F[1] on the said Plans, consisting of the spaces of ground occupied by the tenement No. 222 Cowgate; that part of Cant's Close lying to the east of said tenement; the tenements Nos. 9 and 11 Cant's Close, and that part of Cant's Close to the west of said tenements, and the open court immediately to the south of the same; and the open space called Hall's Court,—all in the Tron Church Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(G.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked G on the said Plans, consisting of the spaces of ground occupied by the tenements Nos. 309 and 313 Cowgate, and that part of Bull's Close immediately to the south of the same; the tenement No. 5 High School Yards, and the tenement and court immediately to the north of the same; the open space between tenement No. 4 High School Yards, and the tenements Nos. 301, 303, and 305 Cowgate; the small block of building between the tenement No. 2 High School Yards, and the tenement No. 297 Cowgate; the tenement No. 287 Cowgate, and the tenements in High School Wynd Nos. 1, 3, 5, 7, 9, 15 and 17, and open space immediately to the east o the said tenements; the High School Wynd from its junction with the Cowgate, for a distance of one hundred and fifty feet or thereby southwards therefrom; the tenements Nos. 273, 279, and 281 Cowgate, and the courts situated to the south of the same, and that part of the Cowgate between a line running from east to west along the centre thereof, and the building line on south side

thereof, and extending from a point sixty-seven feet or thereby west from the north end of the west side of the High School Wynd, eastwards to the extent of one hundred and seventy feet or thereby,—all in Lady Yester's Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(H.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked H on the said Plans, bounded by a line commencing at a point in the east side of the Old Fish-market Close, at the west end of the north boundary of the tenement No. 27 in said Close, and running eastward along said boundary; thence southward a distance of thirty-five feet or thereby; thence eastward across Humph's Close, and along the north boundary of the houses on the north side of the Cowgate (crossing in its course Borthwick's, Old Assembly, and Conn's Closes), to a point in the east boundary of Conn's Close, in a line with the north boundary of the tenement No. 160 Cowgate; thence northwards along the east side of said Close to the north boundary of the tenement immediately to the north of the tenements Nos. 164 and 168 Cowgate; thence along the north and east boundaries of said tenement; thence eastward, across Burnet's Close; thence northward along the west boundary of the tenement Nos. 172 and 174 Cowgate; thence along the north boundary of said tenements, and along the east boundary of the same to the north boundary of the tenements Nos. 184 and 186 Cowgate; thence eastward along the said north boundary; thence along the west and north boundaries of the tenement No. 29 Stevenlaw's Close, and across that close; thence northward along the east side of Stevenlaw's Close to a point in a line with the north boundary of the tenement No. 19 Blair Street; thence eastward along said boundary to the west building line of Blair Street; thence northwards along said building line to the south boundary of the tenement No. 3 Blair Street; thence westward along said boundary; thence northward along the west boundary of the last mentioned tenement to the south boundary of the staircase in connection with the same; thence westward along said south boundary of the said staircase across Stevenlaw's Close in a line with said boundary and along the south boundary of the Free Tron Church and Schools, to the south-west corner of the same; thence northward along the west side of the said Church and Schools, to a point in a line with the south boundary of the tenement No. 6 Bell's Wynd; thence westward across said wynd, and along said south boundary to the east boundary of Burnet's Close; thence northward along said boundary of Burnet's Close to the south boundary of the tenement No. 2 Covenant Close; thence west-

ward along the said south boundary, and across Conn's Close; thence southward along the west boundary of Conn's Close to the south boundary of the tenement No. 8 Conn's Close; thence westward along said south boundary; thence northward along the east boundary of Old Assembly Close to a point in the same, in a line with the south boundary of Heriot's Schools there; thence westward along said south boundary and across Borthwick's Close; thence southward along the west boundary of that Close, to the south gable of Messrs Neill and Company's premises; thence westward along the south boundary of said premises to the east side of Old Fishmarket Close; thence southward along the same to the point from which it started,—all in the New North Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(H[1].) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked H[1] on the said Plans, bounded by a line commencing at a point in the east side of Burnet's Close, thirty-two feet or thereby south from the north end thereof, and running westward along the south boundaries of the tenements on the south side of the High Street, as far as the east boundary of the tenement immediately to the south of the tenement No. 184 High Street; thence southward along the east side of said tenement and along that of the tenements immediately to the south thereof, to the north boundary of Heriot's Schools, situated between Borthwick's and Old Assembly Closes; thence eastward along said north boundary of said Schools; thence southward along the west side of Old Assembly Close to a point in a line with the north boundary of the tenement No. 3 Old Assembly Close; thence eastward along said north boundary, and along the north boundary of the tenement No. 2 Covenant Close; thence northward along the east side of Burnet's Close to the point from which it started,—all in the New North Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(I.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked I on the said Plans, bounded by a line commencing at the east end of the north boundary of the University, in Lady Yester's Parish, and running westward along the said north boundary, and across the north end of West College Street, and along the north boundary of the New Industrial Museum, in the Old Greyfriar's Parish, and along a straight line in continuation of the last mentioned boundary to a point at the north end of the east boundary of the open court in front of Heriot's School in Society, Brown Square; thence along the east, south, and west

boundaries of the said open court; thence westward along the south building-line of Brown Square to the east boundary of George IV. Bridge; thence northward along said east boundary to the north building line of Brown Square; thence eastward along said north building line to the point where it meets the east boundary of the tenement No. 19 Brown Square; thence northward along said east boundary to a point in a line with the south boundary of that portion of Scott's Close which runs from east to west; thence eastward along the south boundary of said close, and along the south boundary of Campbell's Brewery, to the west boundary of the open ground to the south of Minto House; thence southward along the said west boundary to a point in the same fifty feet or thereby to the north of the point where said boundary joins the north building-line of North College Street; thence eastward to the east boundary of said open ground in a direction parallel to North College Street; thence northward along the east boundary of Minto House grounds to a point in the same in a line with the south boundary of the tenement No. 15 Horse Wynd; thence eastward along said south boundary to the west boundary of said wynd; thence northward along said west boundary to the point where it joins the south side of the Cowgate; thence westward along the north boundary of the tenement No. 179 Cowgate; thence northward across the Cowgate, to a point in the north building line of the same, where it is joined by Humph's Close, in the New North Parish; thence eastward along the said north building line, to a point in a line with the west boundary of the Cowgate Free Church; thence southward to and along said west boundary, in Lady Yester's Parish; thence eastward along the south boundary of the said church; thence southward along the west boundary of the tenement No. 4 Hastie's Close, to the south boundary of the same; thence eastward along the said south boundary, and across the said close; thence southward along the east side of Hastie's Close, to the point where it meets the north boundary of the Original Secession Church; thence eastward along the said north boundary; thence southward along the west boundary of the tenement Nos. 77 and 79 South Bridge Street; thence eastward along the open areas immediately to the south of the last named tenement; thence southward in a line with the west building line of South Bridge Street, and across the east end of North College Street, to the point from which it started in Lady Yester's Parish,—all in the said Parish, and New North Parish, and Old Greyfriars Parish, in the Royal Burgh, City, County of the City, and County of Edinburgh.

(K.) Certain Lands, Houses, and other Property, situate, lying,

and being within an area marked K on the said Plans, bounded by a line commencing at the north end of the east boundary of the tenement No. 10 Jamieson's Close, and running eastward along the south boundary of that portion of the Castle Wynd which runs from east to west; and in a line with the said south boundary to the east boundary of the northmost tenement on the east side of Currie's Close; thence southward a distance of eight feet or thereby; thence eastward a distance of ten feet or thereby; thence southward a distance of fourteen feet or thereby; thence eastward to the west side of Dewar's Close; thence southward along the west side of said close, a distance of thirty-two feet or thereby; thence eastward across the said close; thence southward along the east side of said close to the north boundary of the tenement No. 100 Grassmarket; thence westward along the north boundary of that tenement, and along that of the tenement No. 96 Grassmarket; thence southward along the east side of Currie's Close to a point in a line with the back of the tenement No. 92 Grassmarket; thence along the east, south, and west boundaries of the tenement No. 92 Grassmarket; thence westward along the north boundary of the tenements on the north side of the Grassmarket to the east boundary of the tenement immediately to the north of the tenement No 64 there; thence northward along the said east boundary and along that of the open court immediately to the north of the same, to the south boundary of the Castle Wynd above mentioned; thence eastward to the west boundary of the tenement No. 10 Jamieson's Close; thence along the west, south, and east boundaries of said tenement, to the point in the south boundary of the Castle Wynd from which it started,—all in St John's Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(K^1.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked K^1 on the said Plans, bounded by a line commencing at the south end of the west side of Gladstone's Close, and running westward along the north building line of the Grassmarket to the west boundary of the Old Town wall; thence northward along the said west boundary to a point where the said wall is met by the south boundary of the garden to the south of the tenement No. 14 Castle Bank; thence eastward along the said south boundary, and along that of the tenements Nos. 2 and 15 Brown's Close; thence southward along the west boundary of the vacant ground at the north end of Gladstone's Close; thence eastward along the south boundary of said vacant ground; thence southward along the east side of Girdwood's Entry,

to the north boundary of the tenement No. 24 Grassmarket; thence westward along the said north boundary, and along that of the tenement No. 22 Grassmarket, and across Gladstone's Close; thence southward along the west side of that close to the point from which it started,—all in the New Greyfriar's Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(L.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked L on the said Plans, bounded by a line commencing at the north end of the west boundary of the tenement No. 113 Grassmarket, and running southward along said boundary, and along that of the tenement immediately to the south thereof; thence eastward along the south boundary of said tenement, and across West Smith's Close; thence southward along the east side of said close to a point in a line with the north boundary of the tenement immediately to the east of the tenement called Glen's Land; thence westward along said north boundary, and along that of Glen's Land, to the west boundary of the tenements on the west side of Gilmour's Close; thence northward along said west boundary to the south boundary of the tenement No. 95 Grassmarket; thence along the south and east boundaries of said tenement to the south building line of the Grassmarket; thence eastward along the said south building line to the point from which it started,—all in New Greyfriar's Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(L[1].) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked L[1] on the said Plans, bounded by a line commencing at the north-east end of the north-west boundary of the tenement No. 17 Cowgatehead, and running south-westwards along said boundary; thence westwards along the north boundary of the Hat Factory No. 90 Candlemaker Row, across Warden's Close and along the north boundary of the tenement No. 8 there; thence southward along the west side of said tenement to the north boundary of the tenement at the south end of Aird's Close; thence westward along said north boundary and along that of the tenement No. 5 Hunter's Close; thence southward along the east side of Hunter's Close a distance of forty feet or thereby; thence westward along the south boundary of the passage immediately to the south of the southmost tenement on the west side of the last named close; thence northward along the west side of East Smith's Close to the south boundary of the tenement No. 123 Grassmarket; thence eastward along said south boundary to the west boundary of the tenement immediately to the south of

the tenement No. 129 Grassmarket; thence along the west, north, and east boundaries of said tenement; thence eastward across Hunter's Close; thence northward, along the east side thereof, to the south building line of the Grassmarket; thence eastward along said building line to the point where said building line joins the south-west building line of Cowgatehead; thence south-eastward along the said south-west building line to the point from which it started,—all in the New Greyfriars Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(M.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked M on the said Plans, consisting of the space of ground occupied by the tenement No. 13 King's Stables, and that immediately to the west thereof, and the entrance to the courtyard immediately to the south of the said tenements,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(M^1.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked M^1 on the said Plans, consisting of the ground occupied by the tenements Nos. 2 and 3 King's Stables, and Nos. 1, 5, and 11 West Port,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(M^2.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked M^2 on the said Plans, consisting of the ground occupied by the tenements Nos. 27, 31, 33, 35, 39, 41, 45, and 49 West Port,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(N.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked N on the said Plans, bounded by a line commencing at the north-west end of the south-west building line of Lady Lawson's Wynd, and running south-eastward along said building line to the point where it meets the north building line of Lauriston; thence eastward across the south-east end of said Wynd to the south end of the boundary between the Cattle Market and the tenement No. 68 Lauriston; thence northward along the said boundary, a distance of forty feet or thereby; thence north-westward, parallel to Lady Lawson's Wynd, a distance of two hundred and sixty-seven feet, or thereby; thence westward, a distance of twenty feet or thereby, to a point in a line with the north-east boundary of the buildings along the south-west side of the Cattle Market; thence again in a north-westerly direction, and parallel to Lady Lawson's Wynd, to the north boundary of the Cattle Market; thence eastward along said north

boundary to a point in a line with the north-east boundary of the tenement known as the Brick Buildings, in Lady Lawson's Wynd; thence north-westward along said north-east boundary, and along those of the tenements No 6 Lindsay's Court, and No. 94 West Port, to the south building line of the West Port; thence westward along said south building line to the point from which it started,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(N.[1]) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked N[1] on the said Plans, consisting of the tenements No. 46, and that called Crombie's Land in the West Port,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(O.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked O on the said Plans, bounded by a line commencing at the south end of the west boundary of the tenement No. 131 West Port, and running northward along said boundary; thence eastward along the north boundary of said tenement, and along that of the tenement No. 129 West Port; thence along the east and north sides of the tenement immediately to the north of the tenement last above mentioned; thence westward along the south boundary of the tenement No. 35 Baird's Close; thence northward along the east side of said close to a point in a line with the north boundary of that part of Liddel's Tannery, called the Currying Shop, in said Close; thence westward across said close, and along said north boundary; thence northward along the west boundary of the tanyard of the said tannery to the north-east boundary of the open ground immediately to the west of the same; thence north-westward along the said north-east boundary of open ground to the north-west boundary of the area of ground occupied by Messrs Armstrong and Hogg, brassfounders; thence south-westward along the said north-west boundary, to a point in the same thirty-one feet or thereby from the south-west end thereof; thence north-westward across Mr Croall's property to a point in the south-east building line of Spittal Street, forty feet or thereby north-east from the north corner of the boundary of Saint Cuthbert's Free Church; thence south-westward along the said building line, a distance of thirty-four feet or thereby; thence south-eastward in a line parallel to the north-east side of the said church, to a point in a line with the south-east boundary of the open area immediately to the south-east of the said church; thence south-westward along said south-east boundary, across Saint Cuthbert's Close, and along the north-west boundary of

the tenement on the south-east side of that close, ninety feet or thereby south-east from the south-east building line of Spittal Street at the north-west end of the said close; thence southward along the west boundary of the tenements on the west side of St Cuthbert's Close as far as the north boundary of the tenement immediately to the north of the tenement No. 171 West Port; thence eastward along the said north boundary, and along that of the tenements on the north side of the West Port, to the north-east corner of the tenement No 157 there; thence southward along the east boundary of the said tenement; thence eastward along the north building line of the West Port, to the point from which it started,—all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(P.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked P on the said Plans, bounded by a line commencing at the south-west end of the south-east boundary of the tenement No. 24 Bristo Street, and running south-eastward along the north-east building line of said street, to the north-west boundary of the tenement No. 50 in said street; thence north-eastward along said north-west boundary; thence along the north-east boundary of the said tenement, and along that of the tenement No. 54 Bristo Street; thence eastward along the south boundary of the open court to the north-east of tenements last named; thence northward along the east boundary of said open court to the north boundary of the tenement immediately behind the tenement No. 75 Potterrow; thence eastward along the said north boundary to the west boundary of the tenement No. 73 Potterrow; thence northward along the west boundary of the last mentioned tenement, and along that of the tenement No. 71 Potterrow; thence eastward along the north boundary of the last mentioned tenement to the west building line of the Potterrow; thence northward along the said west building line to the south boundary of the tenement No. 53 Potterrow; thence westward along said boundary; thence along the west boundary of the tenements Nos. 53 and 47 Potterrow; thence westward along the north boundary of the tenement in Middleton's Entry, immediately to the west of the tenement No. 47 Potterrow; thence along the east and north boundaries of the garden attached to the Manse of the Bristo United Presbyterian Church, and along the north-west and south-west boundaries of the said Manse; thence westward along the south boundary of the open court immediately to the west of the said manse, to the east boundary of the tenement No. 24 Bristo Street; thence southward along the said

boundary; thence south-westward along the south-east boundary of the said tenement to the point from which it started,—all in the West Kirk Parish, and *Quoad Sacra* Parish of Buccleuch, Royal Burgh, City, County of the City, and County of Edinburgh.

(Q.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked Q on the said Plans, bounded by a line commencing at the north-east corner of Nicolson Square, and running westward along the north boundary of said square; thence southward along the west boundary of the same, to the south-east corner of the tenement No. 6 there; thence westward along the south boundary of the said tenement, and along the north boundary of the tenement No. 7 Nicolson Square, and along the north boundary of Alison Square, to the east building line of the Potterrow; thence southward in continuation of the said building line to the west end of the south boundary of Alison Square; thence eastward along the said boundary and along that of the tenement No. 8 Nicolson Square, and along the north boundary of the tenement No. 9 Nicolson Square; thence southward along the west boundary of Nicolson Square; thence eastward along the south boundary of the said square; thence northward in a line with the west building line of Nicolson Street, to the point from which it started,—all in the West Kirk Parish and *Quoad Sacra* Parish of Buccleuch, Royal Burgh, City, County of the City, and County of Edinburgh.

(R.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked R on the said Plans, bounded by a line commencing at the south end of the west boundary of the tenement No. 80 East Crosscauseway, and running northward along said boundary, and along the east boundary of Kay's Court, and along that of the tenement No. 14 in said court; thence along the south and west boundaries of the tenement at the north end of Kay's Court, across Hardwell Close and along the east side of the open ground to the south of Orange Grove Cottage, and along the east boundary of said cottage; thence eastward along the south boundary of the tenements at the south end of Simon Square; thence along the east boundary of the same, and along the north boundary of the same as far as the east building line of Simon Square; thence northward along the said building line to the south building line of Gilmour Street; thence eastward along the said south building line to the east boundary of the tenement No. 15 there; thence southward along said boundary; thence eastward along the south boundary of the open space to the south of the

tenement Nos. 17, 19, and 21 Gilmour Street, and along the north boundary of the tenement No. 173 Pleasance; thence northward along the west building line of the Pleasance to the north side of Gilmour Street; thence westward along the south boundary of the tenement No. 24 Gilmour Street; thence northward along the west boundary of the said tenement, to the back of the tenements on the north side of Gilmour Street; thence diagonally across the open court immediately to the north of the said tenements, to a point in the east boundary of the tenement No. 16 Simon Square, eighteen feet or thereby north from the south end thereof; thence southward along said east boundary, and along the south and west boundaries of said tenement, and northward across the south-west end of Paul Street, and along the east boundary of the tenement No. 22 Simon Square; thence westward along the north boundary of the said tenement, and of the tenements Nos. 23 and 24 in said Square, and along the south boundary of the southmost tenement on the west side of Davie Street, to the east boundary of the tenement No. 25 Simon Square; thence southward along the west side of said Square, to the north boundary of the tenement No. 29 in said Square; thence westward along the north boundary of said tenement, to a point in a line with the east boundary of the tenement No. 10 Gibb's Entry; thence northward in a line with said boundary, a distance of twelve feet or thereby; thence westward across the open court immediately to the north of the tenements on the north side of Gibb's Entry, to a point in the west boundary of the said court, twenty-two feet or thereby south from the north side of said court; thence northward along said west boundary; thence westward along the north boundary of the workshop at the north end of the open court of the tenement No. 2 Gibb's Entry; thence along the east and south sides of the open space immediately to the east of the tenement No. 98 Nicolson Street; thence westward along the south boundary of the last mentioned tenement; thence southward along the east building line of Nicolson Street to the south boundary of the tenement No. 106 there; thence along the south and east boundaries of the said tenement; thence eastward along the south building line of Gibb's Entry; thence southward along the west building line of Simon Square, and along the west side of the passage leading from the same to the close called Crooked Dykes; thence along the east and south boundaries of the two tenements at the north end of Kennedy's Close; thence southward along the west boundaries of the tenements on the west side of the said close to the north side of the tenement Nos. 60 and 64 East Crosscauseway; thence eastward along the

north boundary of the said tenement; thence southward along the east boundary of the same; thence eastward along the north building line of the East Crosscauseway to the point from which it started, —all in the West Kirk Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(S.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked S on the said Plans, bounded by a line commencing at a point in the north boundary of the tenement Nos. 221, 223, and 225, Canongate, in a line with the west boundary of the open court immediately to north of said tenement, and running northward along said west boundary; thence eastward along the north boundary of said court and across Shoemaker's Close; thence southwards along the east side of said close to the north boundary of the tenement No. 217 Canongate; thence westward along the north boundary of the tenements on the north side of the Canongate, to the point from which it started,—all in the Canongate parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(S¹.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked S¹ on the said Plans, bounded by a line commencing in the west boundary of the ground immediately to the south of the Magdalene Asylum, at the east end of the south boundary of the coal shed of the Edinburgh Gas Work, and running southward to the north boundary of the tenement immediately to the north of the tenement No. 191 Canongate; thence along the north and west boundaries of said tenement; thence westward along the north boundary of tenement Nos. 193 and 197 Canongate, as far as the east boundary of the court to the north of tenement No. 201 Canongate; thence northward along the said boundary, and along the north boundary of the said court to the east boundary of the tenements on the east side of Shoemaker's Close; thence northward along said east boundary to the north boundary of the court immediately to the east of the said tenements; thence along the said north boundary to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(T.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked T on the said Plans, consisting of the space of ground occupied by the tenement Nos. 16 and 17 Panmure Close; that part of Panmure Close between a point twenty-nine feet or thereby, and a point seventy-three feet or thereby, both north of the north side of the Canongate at the south end of said close; and Brown's Court, to the east of the said tenement,—all in

the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(T^1.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked T^1 on the said Plans, bounded by a line commencing at a point in the east boundary of the tenements on the east side of Reid's Court, at the north boundary of the tenement No. 91 Canongate, and running northwards along the said east boundary, and along the east boundary of the garden immediately to the north of the tenements on the north side of Reid's Court, and along the east boundary of the gasometer, immediately to the north of the said garden, to the south boundary of the tenement No. 18 North Back of Canongate; thence along the south and east boundaries of said tenement; thence eastward across the north end of Campbell's Close; thence southward along the east side of said close to the north boundary of the tenement second to the north of the tenement No. 87 Canongate; thence along the north, east, and south boundaries thereof, and again along the east side of Campbell's Close, to a point in a line with the north boundary of tenement No. 89 Canongate; thence westward along the north boundary of the tenements on the north side of the Canongate, to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(T^2.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked T^2 on the said Plans, bounded by a line commencing at the south end of the east side of Ramsay's Close, and running northward along the said side of said close; thence eastward along the south side of that part of Duncan's Close to the south of the tenement No. 2 Duncan's Close, and across said close; thence northward along the east boundary of the said tenement, and along that of the tenement No. 23 North Back of Canongate; thence westwards along the south building line of the North Back of Canongate to the east boundary of the garden lying to the south-east of Whiteford House; thence southward along said east boundary, to the north boundary of the tenement Nos. 47 and 51 Canongate; thence eastward along said north boundary; thence southward along the east boundary of said tenement; thence eastward along the north building line of the Canongate, to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(T^3.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked T^3 on the said Plans, consisting of the ground occupied by the tenements Nos. 23, 25, 27, 29 and 33

Canongate and No. 4 Whitehorse Close,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(T^4.) Certain Lands, Houses, and other Property, situate, lying, and being within an area marked T^4 on the said Plans, bounded by a line commencing in the south building line of the North Back of Canongate, at the east boundary of the northmost tenement on the east side of Campbell's Close, and running eastward along said building line to the west boundary of the brass foundry, Callender House; thence southward along the said west boundary to the north gable of the northmost tenement on the east side of Malloch's Close; thence westward along the said north gable; thence southward along the east side of Malloch's Close, to the north building line of the Canongate; thence westward along said building line to the east side of Brown's Close; thence northward along said east side of said close, a distance of forty-five feet or thereby; thence westward across Brown's Close; thence northward along the west side of said close, a distance of ninety-five feet or thereby; thence westward to the east boundary of the tenements on the east side of Campbell's Close; thence northward along said east boundary to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(U.) Certain Lands, Houses, and other Property, situate, lying, and being within an area, marked U on the said plans, bounded by a line commencing in the east side of Haddington's Entry, at a point in a line with the north boundary of Berwick's Brewery, and running westward along said north boundary; thence southward along the east side of Reid's Close, to a point in a line with the north boundary of the passage immediately to the north of tenement No. 24 in said close; thence westward to a point in the east boundary of the grounds of Milton House; and thence northward along the said east boundary to the south boundary of the tenement No. 88 Canongate; thence eastward along the south boundary of the tenements on the south side of the Canongate to the east boundary of the court at the north end of Reid's Close; thence southward along the east boundary of said court and along the east side of Haddington's Entry to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

(U^1.) Certain Lands, Houses, and other Property, situate, lying, and being within an area, marked U^1 on the said plans, bounded by a line commencing in the east side of Stewart's Close at the south boundary of the tenement No. 94 Canongate, and running southward

along the said side of close; thence eastward along the north boundary of the court at the south end of said close; thence along the east and south boundaries of said Court, and across Bull's Close; thence northward along the west side of said close and along the east side of the buildings on east side of said close to the south boundary of tenement No. 102 Canongate; thence eastward along the south boundary of the tenements on the south side of the Canongate to the point from which it started,—all in the Canongate Parish, Royal Burgh, City, County of the City, and County of Edinburgh.

Omission or mis-statement in plans, &c., may be corrected.

14. If there be any omission, mis-statement, or erroneous description of any lands, houses, and property, or of the owners, lessees, or occupiers of any lands, houses, and property shewn on the deposited plans or specified in the deposited books of reference, the trustees, after giving ten days notice to the owners, lessees, or occupiers of the lands, houses, and property affected by such proposed correction, may apply to the Sheriff for the correction thereof; and if it appear to the Sheriff that such omission, mis-statement, or erroneous description arose from accident or mistake, he shall certify the same accordingly, and shall in such certificate state the particulars of the omission, and in what respect any such matter is mis-stated or erroneously described; and such certificate shall be deposited in the office, at Edinburgh, of the sheriff clerk of the county of Edinburgh, and a duplicate thereof shall also be deposited in the office of the sheriff clerk of the county of the City of Edinburgh, and a triplicate thereof shall be deposited with the schoolmaster, or if there be no schoolmaster, with the session clerk of the parish in which the lands in question lie, and the certificate, duplicate, and triplicate respectively, shall be kept by the respective sheriff clerks, schoolmaster, or session clerk, with the other documents to which it relates, and thereupon the deposited plans and books of reference shall be deemed to be correct in accordance with the certificate, and the trustees may purchase, take, and use for the purposes of this Act any lands and property in accordance with such certificate, as if such omission, mis-statement, or erroneous description had not been made.

Trustees not to be

15. Nothing in this Act contained shall make it binding on

the trustees to execute all the works by this Act authorised or to purchase all the lands and property in this Act described, but it shall be lawful for them, subject to the provisions of this Act, to execute such or such parts of the said works, and to purchase such of the said lands and property as it shall, from time to time, seem to them expedient to execute and purchase, and the execution of any works or purchase of any lands and property under this Act shall be in the absolute discretion of the trustees for the time being.

bound to execute all works, &c.

16. In addition to the lands, houses, and property, which the trustees are by this Act authorised to take compulsorily, they may from time to time, but only by agreement, and in accordance with the provisions of "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860" incorporated with this Act, or one of them, purchase and otherwise acquire any lands, houses, and property, and any interest, servitude, right of user, power or privilege in, over, or affecting any lands, houses, and property, which they think expedient for any of the purposes of this Act.

Purchase of lands by agreement.

17. The powers of the trustees for the compulsory purchase of lands, houses, and property for the purposes of this Act, shall not be exercised after the expiration of seven years from the 11th day of November 1867.

Limitation of time for compulsory purchase.

18. In making the new streets and in widening, altering, improving, and diverting the existing streets, wynds, closes, and thoroughfares hereby authorised, the trustees may deviate from the respective lines thereof, shewn on the deposited plans, to any extent within the boundaries of the areas or limits of deviation shewn thereon: Provided, that no such deviation shall extend into the lands of any person whose name is not mentioned in the deposited book of reference without his previous consent, unless his name be omitted by mistake, and that fact be certified, as by this Act is provided in cases of unintentional errors in the book of reference.

Lateral deviation.

Vertical deviation.

19. In making the new streets, and in widening, altering, improving, and diverting the existing streets, wynds, closes, and thoroughfares by this Act authorised, the trustees may deviate from the levels thereof as referred to the datum line shewn on the deposited sections, to any extent not exceeding three feet.

Solum of Streets vested in Corporation.

20. Subject to the provisions of this Act, the *solum* of the several new streets, and also the *solum* of the several widened, altered, improved, and diverted streets, in so far as not already vested in the Magistrates and Council, shall be, and the same are hereby vested in the Magistrates and Council to the same effect as the existing streets of the city are vested in them.

Power to cross roads, &c., temporarily.

21. For the purposes of this Act, and during the operations hereby authorised, the trustees from time to time may cross, divert, alter, or stop up, temporarily, any roads, streets, squares, closes, and thoroughfares, approaches, ways, watercourses, drains, sewers, and gas, water, or other pipes, in any of the lands shewn on the deposited plans, and specified in the deposited book of reference, and which they are by this Act authorised to enter upon, take, use, or stop up respectively, which they may from time to time find it expedient to interfere with for any of those purposes.

Provisions as to operations on roads and streets.

22. When the trustees require, in the execution of the purposes of this Act, to execute any operations on any of the roads or streets within the city of Edinburgh district of roads, or within any district of roads within the county of Edinburgh, they shall, before commencing such operations, give intimation in writing to the City of Edinburgh Road Trustees, or the trustees of such other district of roads, or their clerks for the time respectively, of the intention to break or take up the roadway or causeway of such streets or roads for the purpose of such operations; and the trustees shall cause the contractor or other person employed by them to execute such operations, so soon as the operations are executed, to beat in the soil in the openings made by him on such streets or roads, at

the sight and to the satisfaction of the surveyor or other officer of the said road trustees respectively; and upon such operations being so executed, and the soil so beat in, the said road trustees respectively shall cause their surveyor to relay the portions of the roadway or causeway of such roads or streets that may have been broken or taken up by the contractor or other person employed by the trustees, with the same kinds of causeway or other materials as were previously on such streets, and at such rates per superficial yard of dressed work, mashed rubble, common rubble, and metal, including the maintenance thereof for twelve months, as may be agreed on by the said road trustees and the trustees, or as, on the application of the parties, may be fixed by the sheriff; and on the re-laying or re-causewaying of such roads or streets being completed, the trustees shall make payment of the expense so agreed on or fixed to the said road trustees respectively or their respective treasurers for the time; and further, the trustees shall free and relieve the said road trustees respectively, and their respective officers, of all injury, loss, or damage which may be occasioned to any of the roads or streets before-mentioned, or may be sustained by any person, company, or corporation, by, or in consequence of, the operations on such roads or streets by the trustees, or the contractor or other person employed by them to execute the same.

Removing and relaying water-pipes.

23. If any existing street be widened, altered, improved, or diverted under the authority of this Act, so as to render necessary the removal or relaying of the mains and pipes in such street belonging to the Edinburgh Water Company, such mains and pipes shall be removed and relaid by the said Company in the widened, altered, improved, or diverted line of such street, and in such position as the engineer of the said Company for the time being shall determine, and the expense of removing and relaying such mains and pipes, and reasonable compensation for damage done to such mains or pipes in the lifting, removing, or relaying thereof, shall be paid by the trustees to the said Company; and in case of difference between the said Company and the trustees, with respect to the amount of such compensation, the same shall be fixed and determined by an arbiter

to be named by the parties, and, failing such nomination, then by a neutral engineer to be named by the sheriff on the application of the said Company or of the trustees.

Removing and relaying gas pipes.

24. If any existing street be widened, altered, improved, or diverted, under the authority of this Act, so as to render necessary the removal or relaying of the mains and pipes in such street belonging to the Edinburgh Gas Light Company and the Edinburgh and Leith Gas Light Company respectively, such mains and pipes shall be removed and relaid by the said Companies respectively, in the widened, altered, improved, or diverted line of such streets, and in such position as the respective engineers of the said Companies shall determine, and the expense of removing and relaying such mains and pipes, and reasonable compensation for damage done to such mains and pipes in the lifting, removing, or relaying thereof, shall be paid by the trustees to the said Companies respectively; and in case of difference between the said Companies, or either of them, and the trustees with respect to the amount of such compensation, the same shall be fixed and determined by an arbiter to be named by the parties, and, failing such nomination, then by a neutral engineer to be named by the sheriff, on the application of either of the said Companies or of the trustees.

Power to stop up certain streets.

25. It shall be lawful for the trustees to stop up the following streets, squares, wynds, closes, lanes, courts, yards, passages, stairs, and thoroughfares, or some of them, or some part of them :—

Whitehorse Close; the Canongate from Duncan's Close eastward for fifty-four feet or thereby; Duncan's Close; Ramsay's Close; Reid's Close; Haddington's Entry; Strathie's Close; Malloch's Close; Brown's Close; Campbell's Close; Brown's Court; Panmure Close; Stewart's Close; Bull's Close; Shoemaker's Close, Big Jack's Close; Little Jack's Close; Kinloch's Close; Morocco Close; Rae's Close; Logan's Close; Midcommon Close; Milne's Close; Watson's Close; Plainstane Close; Chessels's Court; Pirrie's Close; Gibb's Close; Gillon's Close; Bell's Close; Boyd's Close; Hume's Close; Boyd's Entry; High School Close; Coull's Close; Old Fleshmarket Close; all the above mentioned Closes entering from the Canongate: Gilmore Street

Leith Wynd; St Mary's Wynd; Little Grant's Close; Baron Grant's Close; Trunk's Close; Ironside Court; Monteith's Close, Sandilands' Close; Chalmers' Close; Milne's Court; Barringer's Close; Paisley Close; Bailie Fyfe's Close; Morrison's Close; North Gray's Close; Carrubber's Close; Halkerston's Wynd; World's End Close; Fountain Close; South Foulis' Close; Hyndford's Close; South Gray's Close; Skinner's Close; Murdoch's Close; Toddrick's Wynd; Blackfriars' Wynd; Hall's Court; Cant's Close; Dickson's Close; Bull's Close, Cowgate; High School Wynd, for one hundred and fifty feet or thereby north from the Cowgate; the Fish Market; Fleshmarket Close; Market Street, for two hundred and thirty feet or thereby west from the west end of the Fishmarket; Stevenlaw's Close; Bell's Wynd; Burnet's Close; Covenant Close; Old Assembly Close; Conn's Close; Borthwick's Close; Humph's Close; the Cowgate from Cowgate Free Church to the Horse Wynd; Hastie's Close; Adam Square; North College Street; the north side of Argyll Square; Brown Square; Society Court; Scott's Entry; Horse Wynd; College Wynd; Nicolson Square; Alison Square; Middleton's Entry; Hamilton's Entry; Gibb's Entry: Simon Square; Gilmour Street; Hardwell Close; The Crooked Dykes; Kay's Court; Kennedy's Close; Cowgate Head, for one hundred feet or thereby, south east from its junction with the Grassmarket; the Grassmarket, for sixty feet or thereby west from the Cowgate Head, and for one hundred and seventeen feet or thereby east from the town wall; Warden's Close; Aird's Close; East Smith's Close; West Smith's Close; Hunter's Close; Cowie's Close; Gilmour's Close; Dewar's Close; Currie's Close; Beattie's Close; Plainstane Close; Jamieson's Close; Girdwood's Entry; Gladstone's Close; Brown's Close; Crawford's Close; the West Port from Lady Lawson's Wynd to King's Stables; Lady Lawson's Wynd; Baird's Close; Stevenson's Close; Saint Cuthbert's Close; Lindsay's Court; the Cattle Market on the south-west side thereof, for a distance of one hundred and ninety feet or thereby south-east from the north boundary of the same, to the extent of twenty feet or thereby north-east from the north-east side of Lady Lawson's Wynd, and the remainder of the said south-west side of the said market to the extent of forty feet or thereby north-east from the said north-east side of Lady Lawson's Wynd; King's Stables for one hundred and eighty-five feet or thereby west of the Old Town Wall; and all other Wynds, Closes, Lanes, Courts, Yards, Passages, Stairs, and Thoroughfares which may be intersected or interfered with, or which may be within the limits of deviation defined on the plans before-mentioned.

Solum of streets stopped up.

26. The *solum* of such streets, squares, wynds, closes, lanes, courts, yards, passages, stairs, and thoroughfares or parts thereof respectively, as shall be stopped up and enclosed, shall, except as herein otherwise provided, be and is hereby vested in the trustees for the purposes of this Act.

Power to make minor works connected with new streets, &c.

27. Subject to the provisions of this Act, and in accordance with the deposited plans, and within the boundaries of the areas or limits of deviation thereon defined, the trustees in connection with the new streets, widened, altered, improved and diverted streets, wynds, closes, and thoroughfares, by this Act authorised, or any of them, and for the purposes thereof, may make junctions and communications with any existing streets, squares, closes, or thoroughfares, which may be intersected or interfered with by or be contiguous to the new streets or widened, altered, improved, or diverted streets, wynds, closes, and thoroughfares, or any of them, and may make diversions, widenings, or alterations of lines or levels, by stairs or otherwise, of any existing streets, for the purpose of connecting the same with the new or widened, altered, improved, or diverted, streets, wynds, closes, and thoroughfares, or any of them, or otherwise; and may remove, alter, divert, stop up, enclose, use, or appropriate all or any part of any street, or court, or of any drain, or sewer, within the boundaries of the areas or limits of lateral deviation defined on the deposited plans, the trustees first providing a proper substitute before interrupting the flow of sewage in any such drain or sewer: Provided always that the levels of streets within the City of Edinburgh district of roads, which the Trustees in the execution of the purposes of this Act shall make, or on which they shall execute any operations, shall, at the junction of such streets with other streets, be made at the sight and to the satisfaction of the surveyor or other officer of the Road Trustees, acting under the "Edinburgh Roads and Streets Act, 1862."

Power to alter steps, doors, &c.

28. If in consequence of the execution of any of the works by this Act authorised, the levels of any of the streets, squares, closes, or thoroughfares, in the city shall be raised or otherwise changed, or if any alterations of any steps, doors,

or entrances in any house or building, or of any pavement, sewer, drain, or culvert adjoining or belonging to any property therein, shall thereby be rendered necessary, such alteration shall be made by and at the expense of the trustees.

Form in which trustees may take and grant conveyances, &c.

29. The trustees may take the title-deeds to property acquired by them under this Act, in name of "The Trustees under the Edinburgh Improvement Act, 1867," and may grant conveyances of property and bonds, and other deeds and instruments, under the same name and all such conveyances, bonds, and other deeds, and instruments, shall be deemed to be sufficiently executed if signed at a meeting of the trustees by the Lord Provost of the City or other Preses of the meeting, and by the Clerk, and tested according to the law of Scotland.

Power to take down buildings and lay out lands of new.

30. The trustees may take down the whole or any part of the buildings situated on any part of the lands acquired by them under the authority of this Act, and sell and dispose of the materials thereof, and may, subject to the provisions of this Act, as to the making of new, and widening, altering, improving, and diverting of existing, streets, lay out the said lands of new in such way and manner as they may deem best, and may sell or dispose of the ground or buildings, or any part or portion thereof, or grant leases, dispositions in feu, contracts of ground annual, or other deeds or conveyances of such ground or buildings, on such terms, and subject to such conditions as they may determine and prescribe, and generally they may deal with the lands, houses, and heritages acquired by them under this Act as absolute proprietors thereof, subject only to the conditions and provisions of this Act, and of the Acts regulating the Police of the city for the time being.

Completion of streets and maintenance under Edinburgh Roads and Streets Act.

31. The trustees may cause such parts of the new and altered, widened, improved, and diverted, streets to be laid out for carriage-ways, and such parts thereof for foot passengers as they think fit, and may in connection therewith construct, erect, and provide such vaults, cellars, arches, sewers, drains, and other works and conveniences as they may think proper; and on such streets, pavements, and sewers being completed by or

at the expense of the trustees in a suitable manner to the satisfaction of the surveyor appointed under the "Edinburgh Roads and Streets Act, 1862," the causeway of the said streets shall thereupon be maintained by the trustees under the said Act as the causeways of the streets are maintained under the same.

Provision as to ejectment of labouring classes.

32. The trustees shall not eject or displace, within any period of six months, any number of persons of the labouring classes exceeding five hundred, without a certificate from the sheriff that other and suitable accommodation exists within the city or its immediate neighbourhood; or has been provided by the trustees in manner hereinafter mentioned, or otherwise.

Trustees may provide houses for labouring classes.

33. Whenever the trustees find it necessary to eject or displace any greater number of such persons than Five hundred, and suitable accommodation for them has not been otherwise provided, or does not otherwise exist within the city, the trustees may erect, lease, or otherwise acquire within the city, houses or other premises for the temporary accommodation of such persons; and the trustees may thereafter let the houses or other premises so erected, leased, or acquired, to such persons, at such rents, and upon such terms and conditions, as the trustees may from time to time think fit; provided always that the net sum to be expended by the trustees in erecting, leasing, or otherwise acquiring such houses or other premises shall not exceed the sum of Ten thousand pounds.

Further provision as to ejectment of labouring classes.

34. The trustees shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice, placed in public view upon or within a reasonable distance from such houses, and the trustees shall not take any such houses until they have obtained the certificate of one of Her Majesty's Justices of the Peace, that it has been proved to his satisfaction that the trustees have made known their intention to take the same in manner hereinbefore required.

35. The trustees may enter into arrangements and agreements with Mr Thomas Nelson, and with all other parties interested, for shutting up a portion of the road called the Gibbet Loan, leading from the Dalkeith Road to the Queen's Park, and substituting therefor, or for the portion to be shut up, another road more suitable and convenient through the lands of the said Thomas Nelson; and also for the formation of another road through the property of the said Thomas Nelson, affording access from St Leonard's to the said Gibbet Loan, and for the acquisition of lands for such purpose and for the maintenance of such roads when made; and the trustees may also enter into arrangements and agreements with any body of Road Trustees or other body in regard to the maintenance of such roads: Provided always that the said Gibbet Loan shall not be interfered with under this Act, without the consent in writing of the Commissioners for the time being of Her Majesty's Works and Public Buildings, or one of them being previously had thereto.

Trustees may enter into agreements as to Roads at Queen's Park.

36. And whereas it would improve the sanitary condition of certain districts of the city, if the portions of the mill leads after mentioned which pass through the said districts, were acquired by the trustees, and the water flowing therein were prevented from so flowing, or were returned to the channel of the Water of Leith, at a point higher up the stream than at present, and the said mill leads or a portion thereof were filled up, the trustees are hereby authorised and empowered, if they shall at any time see fit, but only by agreement, and in accordance with the provisions of "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860" incorporated with this Act, or one of them, to purchase and otherwise acquire that portion of the said mill leads to the south of the Water of Leith, which extends from the east side of the Dean Bridge to the point where the said mill lead joins the Water of Leith, on the south side thereof opposite St Mark's Place, with all and every interest, right of use, power, or privilege, in, over, or affecting the same; and after the said trustees shall have so acquired the portion of the said mill lead before described,

Power to to acquire and fill up Mill lead at Water of Leith, and convey water into channel of river.

they are hereby authorised and empowered, if they shall see fit, to stop the entrance of water into the said mill lead, or to convey the water from the said mill lead into the channel of the Water of Leith at any point they may fix between the east side of the Dean Bridge and the west side of St Bernard's Bridge, and to fill up the said mill lead between the point at which the water thereof is so conveyed into the channel of the Water of Leith, and the point opposite St Mark's Place, where the said mill lead at present terminates, and to sell or dispose of the *solum* of the mill lead or any portion thereof, or to grant leases, dispositions in feu, contracts of ground annual, or other deeds of conveyance, of such *solum*, and generally, to deal therewith as absolute proprietors, subject only to the conditions and provisions of this Act: Provided always, that after the water of the said mill lead shall have been prevented from entering the same, or have been conveyed as aforesaid into the channel of the Water of Leith, the trustees shall be entitled to receive from the Magistrates and Council, as Commissioners of Police, the sum which by the 20th Section of "The Edinburgh Police Amendment Act, 1854,"* the then Commissioners of Police are appointed to

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* *The 18th Section of "The Edinburgh Police Amendment Act, 1854," authorised the Commissioners of Police to make and maintain a sluice on the bank or side of the Mill Lead, near or opposite Mackenzie Place, and to take and divert the water flowing in the Mill Lead into the conduits or pipes, by that Act authorised to be constructed, or into the bed or channel of the Water of Leith. Section 20 of the same Act is in the following terms:— "It shall be lawful for the Commissioners to take from the said Mill Lead, by means of the said Sluice, or by means of the present Sluice below* Greenland *Mill, and for the Purposes before mentioned, or either of such purposes, all or any Portion of the usual average Flow of Water in the said Mill Lead, according to the Season of the Year, for and during such a Number of Times as they may think fit, not exceeding in the whole Twenty-six Times in the Year, but only on* Saturdays, *commencing at Eight o'Clock in the Evening, and for a Period of not more than Four Hours each Time; and for the Use of such Water the Commissioners shall pay the Sum of Thirty Pounds* per Annum *to the Owners of the Mills at* Stockbridge *and* Canonmills *at present belonging respectively to the* Stockbridge *Mill Company and* Walter James Little Gilmour *Esquire, by half-yearly Payments, at the Terms of* Whitsunday *and* Martinmas; *provided always, that Twenty-four Hours Notice shall be given to the Occupiers of the said Mills before the Sluice is opened: Provided nevertheless, that if on any* Saturday *the Mills above the said Sluices are not working by reason of it being necessary to*

pay to the owners of the mills at Stockbridge and Canonmills for the water therein authorised to be taken from the said mill lead, for the purpose of scouring and cleansing the bed or channel of the water of Leith, or such portion thereof as may be equitable; provided also, that it shall be lawful for "The Water of Leith Sewerage Commissioners" to pay to the trustees such sum or sums of money as may be agreed upon between them as a contribution by the said last mentioned Commissioners, towards the improvement which will be effected by filling up the said mill lead according to the extent of the saving of expense which will thereby arise in carrying into effect the purposes of the "Edinburgh and Leith Sewerage Act, 1864."*

Power to borrow.

37. It shall be lawful for the trustees to borrow on bond or mortgage any sum or sums not exceeding in whole Three hundred and fifty thousand pounds, and to make

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store up Water, or from any other Cause, it shall be in the Option of the Commissioners either to take the said usual average Flow of Water during the said Hours on the first lawful Day thereafter on which the said Mills shall be working, without giving any new Notice, or on such Saturday *and during the said Hours to take such diminished Quantity of Water as shall be then flowing in the said Mill Lead."*

* *The 55th Section of "The Edinburgh and Leith Sewerage Act, 1864," is in the following terms:—"With a view to the public safety, and for the purpose of more effectually promoting the purification of the Mill Leads, and the improvement of the sanitary condition of certain populous districts in which the portions of the said Mill Leads after mentioned are situated, the Commissioners are hereby authorised and empowered, if they shall see fit, to arch or cover over, or to fence and enclose, the Mill Lead which extends from the Caul at the west end of the Water of* Leith *Village to the* West Mill, *and also the Mill Lead which extends from* St Bernard's Bridge *to a point about 70 feet eastward of the east side of* Clarence Street, *or such portions thereof as they shall think fit, in such manner as shall be agreed upon by and between the Commissioners and the owners of mills or proprietors of property abutting on the same, and in case of difference of opinion, as shall be fixed by any engineer or surveyor to be nominated by the Commissioners and the said parties, and failing such nomination, by any engineer or surveyor to be nominated by the Sheriff."*

The acquisition and filling up by the Trustees, of the Mill Lead above specified, under the powers conferred by this Act, would supersede the necessity for the Commissioners under the Edinburgh and Leith Sewerage Act exercising the power conferred on them by the 55th Section of that Act. In respect of the saving of expense which would thereby arise to the Commissioners, they are by this Act authorised to pay to the Trustees such sum as may be agreed upon between them as a contribution towards the improvement contemplated by this clause.

and grant mortgages and assignations of the assessments to be levied under the provisions of this Act, in security of the payment of the money so borrowed, and interest thereof, and to grant bonds and dispositions in security therefor over the whole or any part of the property acquired by them under this Act, and not sold or disposed of, or over any tack duties, feu duties, ground annuals, or other revenues or property belonging to the trustees; and if, after having borrowed the said sum, or any part thereof, the trustees shall pay off the same, or any portion of the sums contained in the said mortgages and assignations or bonds and dispositions in security, or any of them, otherwise than by way of sinking fund, or terminable annuity, or under section forty-seventh of this Act, it shall be lawful for them again to borrow the amount of the sum or sums so paid off, either by granting new bonds or mortgages and assignations in security therefor, and bonds and dispositions in security as aforesaid, or by means of assignations of the said mortgages and assignations or bonds and dispositions in security or otherwise, and so from time to time as they shall think proper.

From "The Commissioners Clauses Act, 1847."

Form of Mortgages.

37-1. LXXV. Every Mortgage or Assignation in Security of Rates or other Property authorised to be made under the Provisions of this or the Special Act shall be by Deed duly stamped, in which the Consideration shall be duly stated; and every such Deed shall be under the Common Seal of the Commissioners if they be a Body Corporate, or if they be not a Body Corporate shall be executed by the Commissioners or any Five of them, and may be according to the Form in the Schedule (B.) to this Act annexed* or to the like Effect; and the respective Mortgagees or Assignees in Security shall be entitled one with another to their respective Proportions of the Rates and Assessments or other Property comprised in such Mortgages or Assignations respectively, according to the respective Sums in such Mortgages or Assignations mentioned to be advanced by such Mortgagees or Assignees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another by reason of the Priority of advancing such Monies, or of the Dates of any such Mortgages or Assignations respectively.

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* *See Schedule B appended to this print.*

37–2. LXXVI. A Register of Mortgages or Assignations in Security shall be kept by the Clerk to the Commissioners, and where by the Special Act the Commissioners are authorised or required to raise separate Sums on separate Rates or other Property, a separate Register shall be kept for each Class of Mortgages or Assignations in Security, and within Fourteen Days after the Date of any Mortgage or Assignation in Security an Entry or Memorial of the Number and Date thereof, and of the Names of the Parties thereto, with their proper Additions, shall be made in the proper Register, and every such Register may be perused at all reasonable Times by any Person interested in any such Mortgage or Assignation in Security without Fee or Reward. Register of Mortgages to be kept and to be open to Inspection.

37–3. LXXVII. Any Person entitled to any such Mortgage or Assignation may transfer his Right and Interest therein to any other Person; and every such Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (C.) to this Act annexed,* or to the like Effect. Transfers of Mortgages.

37–4. LXXVIII. Within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk to the Commissioners, and thereupon such Clerk shall cause an Entry or Memorial thereof to be made, in the same Manner as in the Case of the original Mortgage or Assignation in Security, and for such Entry the Clerk may demand a Sum not exceeding Five Shillings; and after such Entry every such Transfer shall entitle the Transferee, his Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage or Assignation in Security, and the Principal and Interest thereby secured; and such Transferee may in like Manner assign or transfer the same again, *toties quoties;* and it shall not be in the Power of any Person, except the Person to whom the same shall have been last transferred, his Executors, Administrators, or Assigns, to make void, release, or discharge the Mortgage or Assignation so transferred, or any Money thereby secured. Register of Transfers to be kept.

37–5. LXXIX. Unless otherwise provided by any Mortgage or Assignation in Security, the Interest of the Money borrowed thereupon shall be paid half-yearly to the several parties entitled thereto. Interest on Mortgages to be paid half-yearly.

37–6. LXXX. If the Commissioners can at any Time borrow or take up any Sum of Money at a lower Rate of Interest than any Securities given by them and then be in force shall bear, they may borrow such Sum at such lower Rate as aforesaid, in order to pay off and discharge the Securities bearing such higher Rate of Interest, and may charge the Rates and other Property which they may be authorised to mortgage or assign in Security under this or the Special Act, or any Part thereof, with Payment of such Sum and Power to borrow Money at a lower Rate of Interest to pay off Securities at a higher Rate.

* *See Schedule C appended to this print.*

such lower Rate of Interest, in such Manner and subject to such Regulations as are herein contained with respect to other Monies borrowed on Mortgage or Assignation in Security.

Repayment of Money borrowed at a Time and Place agreed upon.

37–7. LXXXI. The Commissioners may, if they think proper, fix a Period for the Repayment of all Principal Monies borrowed under the Provisions of this or the Special Act, with the Interest thereof, and in such Case the Commissioners shall cause such Period to be inserted in the Mortgage Deed or Assignation in Security; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall, on Demand, be paid to the Party entitled to receive such Principal Money and Interest, and if no other Place of Payment be inserted in such Deed such Principal and Interest shall be payable at the Office of the Commissioners.

Repayment of Money borrowed when no Time or Place has been agreed upon.

37–8. LXXXII. If no Time be fixed in the Mortgage Deed or Assignation in Security for the Repayment of the Money so borrowed, the Party entitled to receive such Money may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Deed, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that purpose, and in the like Case the Commissioners may at any Time pay off the Money borrowed, on giving the like Notice; and every such Notice shall be in Writing or Print, or both, and if given by a Mortgagee or Creditor shall be delivered to the Clerk or left at the Office of the Commissioners, and if given by the Commissioners shall be given either personally to such Mortgagee or Creditor, or left at his Residence, or if such Mortgagee or Creditor be unknown to the Commissioners, or cannot be found after diligent Inquiry, such Notice shall be given by Advertisement in the *London Gazette* if the Office of the Commissioners is in *England*, the *Edinburgh Gazette* if it is in *Scotland*, or in the *Dublin Gazette* if it is in *Ireland*.

Interest to cease on Expiration of Notice to pay off a Mortgage Debt.

37–9. LXXXIII. If the Commissioners shall have given Notice of their Intention to pay off any such Mortgage or Assignation in Security at a Time when the same may lawfully be paid off by them, then at the Expiration of such Notice all further Interest shall cease to be payable thereon, unless, on Demand of Payment made pursuant to such Notice, or at any Time thereafter, the Commissioners fail to pay the Principal and Interest due at the Expiration of such Notice on such Mortgage or Assignation in Security.

Monies borrowed on Security of Rates to be paid off in a limited Period.

37–10. LXXXIV. In order to discharge the Principal Money borrowed as aforesaid on Security of any of the Rates, the Commissioners shall every Year appropriate and set apart out of such Rates respectively a Sum equal to the prescribed Part, and if no Part be prescribed One Twentieth Part of the Sums so borrowed respectively, as a Sinking Fund to be applied in paying off the respective Principal Monies so borrowed, and shall from Time to Time cause such Sinking Fund to

be invested in the Purchase of Exchequer Bills or other Government Securities, or in *Scotland* deposited in One of the Banks there incorporated by Act of Parliament or Royal Charter, and to be increased by Accumulation in the Way of Compound Interest or otherwise, until the same respectively shall be of sufficient Amount to pay off the Principal Debts respectively to which such Sinking Fund shall be applicable, or some Part thereof, which the Commissioners shall think ought then to be paid off, at which Time the same shall be so applied in paying off the same in manner herein after mentioned.

Mode of paying off Mortgages.

37–11. LXXXV. Whenever the Commissioners shall be enabled to pay off One or more of the Mortgages or Assignations in Security which shall be then payable, and shall not be able to pay off the whole of the same Class, they shall decide the Order in which they shall be paid off by Lot among the Class to which such One or more of the Mortgages or Assignations in Security belong, and shall cause a Notice, signed by their Clerk, to be given to the Persons entitled to the Money to be paid off, pursuant to such Lot, and such Notice shall express the Principal Sum proposed to be paid off, and that the same will be paid, together with the Interest due thereon, at a Place to be specified, at the Expiration of Six Months from the Date of giving such Notice.

Arrears of Interest, when to be enforced by Appointment of a Receiver.

37–12. LXXXVI. Where by the Special Act the Mortgagees or Assignees in Security of the Commissioners are empowered to enforce the Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due to them, by the Appointment of a Receiver, then, if within Thirty Days after the Interest accruing upon any such Mortgage or Assignation in Security has become payable, and after Demand thereof in Writing, the same be not paid, the Mortgagee or Assignee in Security may, without Prejudice to his Right to sue for the Interest so in arrear in any of the Superior Courts, require the Appointment of a Receiver, by an Application to be made as herein-after provided; and if within Six Months after the Principal Money owing upon any such Mortgage or Assignation in Security has become payable, and after Demand thereof in Writing, the same be not paid, together with all Interest due in respect thereof, the Mortgagee or Assignee in Security, without prejuidce to his right to sue for such principal money, together with all Arrears of Interest, in any of the Superior Courts, may, if his Debt amount to the prescribed Sum, alone, or, if his Debt do not amount to the prescribed Sum, he may in conjunction with other Mortgagees or Assignees in Security whose Debts being so in arrear, after Demand as aforesaid, together with his, amount to the prescribed Sum, require the Appointment of a Receiver, by an Application to be made as herein-after provided.

Arrears of Principal and Interest.

As to the Appointment of a Receiver.

37–13. LXXXVII. Every Application for a Receiver in the Case aforesaid shall in *England* or *Ireland* be made to Two Justices, and in

Scotland to the Sheriff, and on any such Application such Justices or Sheriff may, by Order in Writing, after hearing the Parties, appoint some Person to receive the whole or a competent Part of the Rates or Sums liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Rates or Sums aforesaid, be fully paid; and upon such Appointment being made all such Rates and Sums of Money as aforesaid, or such Part thereof as may be ordered by the said Justices or Sheriff, shall be paid to the Person so to be appointed, and the Money so paid shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed, and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

Account Books to be open to the Inspection of Mortgagees.

37-14. LXXXVIII. The Books of Account of the Commissioners shall be open at all seasonable Times to the Inspection of the respective Mortgagees or Assignees in Security of the Commissioners, with Liberty to take Extracts therefrom, without Fee or Reward.

Power to borrow on cash credit.

38. It shall be lawful for the trustees, in the exercise of the said borrowing powers, to 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 trustees or of the treasurer, according to the usage of bankers in Scotland, to the extent of the sum which the trustees are hereby authorised to borrow, or any part thereof, and to make and grant mortgages and assignations of the assessments to be levied under the provisions of this Act, and dispositions of the lands and heritages for the time being belonging to the trustees, or any part of them, in security of the payment of the amount, or of the sums advanced from time to time on such cash account, with the interest thereon.

Power to grant terminable annuities in lieu of borrowing on mortgage.

39. It shall be lawful for the trustees, from time to time, in lieu of borrowing or continuing on mortgage the sums by this Act authorised to be borrowed, to raise the same or any part thereof, by granting to such companies or persons as shall advance money for the purposes of this Act, terminable annuities, payable during the period that the assessment by this Act authorised shall continue to be leviable, and under

such conditions and at such rates as the trustees shall decide, and by assigning the said assessment in security of the payment of such annuities.

Power to assess.

40. For defraying the expenses attending the execution of this Act, and of carrying the purposes thereof into effect, it shall be lawful for the Trustees to assess and levy upon and from all occupiers of Lands and Heritages within the City, according to the Valuation Roll made up and completed in terms of the Valuation Act, subject to the exemptions hereinafter provided, an annual assessment not exceeding fourpence in the pound of the gross yearly value of such Lands and Heritages; and to fix a day on which the same shall be payable, which day so fixed by the Trustees shall be published by advertisement in a newspaper circulating in the City: and such assessment shall be leviable, in the first instance, for the half-year from the 11th day of November 1867 to the 15th day of May 1868, and thereafter for the year from the 15th day of May of each year to the 15th day of May of the year succeeding, and so on annually thereafter for a period not exceeding twenty years, including a half-year's assessment from the 15th day of May to the 11th day of November 1887, and the said assessment shall be called the "Improvement Assessment:" Provided that when two or more families or persons live together as one family, and when one person occupies more than one subject, the whole "Improvement Assessment" shall be made on the aggregate actual yearly rent or value of the lands and heritages so occupied: And the occupier by whom the Improvement Assessment shall be paid, shall, on production of a receipt by the Collector therefor, be entitled to deduct one-half of such assessment from the rent payable to the owner of the said Lands and Heritages: but one-half of such assessment may, nevertheless, be levied directly from the owner: Provided always, that when the aggregate actual yearly rent or value of the Lands and Heritages, in respect of which any occupier is entered in the said Valuation Roll, is under Five pounds, the Trustees may remit the whole or any part of the said Assessment, so far as chargeable against such occupier.

Certain Premises not to be Assessed.

41. The "Improvement Assessment" shall not be imposed or levied in respect of any Building or Premises which is solely occupied for the purposes of Public Charity, nor any place occupied exclusively for Public Worship, nor any Building occupied by Scientific or Literary Societies, which shall have been or may be exempted from Rates in terms of an Act passed in the Sixth and Seventh year of the Reign of Her present Majesty, intituled, "An Act to Exempt from County, Borough, Parochial, and other Local Rates, Land and Buildings occupied by Scientific or Literary Societies," nor the Royal Palace of Holyrood, nor houses or buildings in the Castle of Edinburgh, nor the Courts of Justice, General Register House, City Chambers, County Buildings, Sheriff-Court Buildings, Prison of Edinburgh, nor the Public Markets, nor the University of Edinburgh, and the Buildings connected therewith, nor the Free Church College and the Buildings connected therewith, nor the Buildings in Queen Street belonging to the United Presbyterian Church, nor the Museums of the Royal Colleges of Physicians and Surgeons, as long as they respectively shall remain Open Gratuitously to Persons pursuing the Study or Practice of Medicine, nor the Veterinary College, nor the High School of Edinburgh, nor the Edinburgh Academy, nor any Sessional, Parochial, or Charity School, nor Dr Bell's Schools: Provided always, that if any of the said Buildings or places hereby specially exempted from Assessment, or any portion thereof, shall at any time be used as Dwelling-houses, or shall be Let, or in any way used so as to produce Rent (but not including the seat-rents of churches), such Buildings or Places shall then be liable for the said Assessment in respect of such rent or pecuniary profit, or in so far as used as Dwelling-houses.

Trustees may grant Relief from Assessment in case of Poverty.

42. The Trustees may, on the Ground of the Poverty or Inability to pay of any Person liable in the "Improvement "Assessment," remit, in whole or in part, Payment of the said Assessment by such Person in such Manner as the Trustees shall in their Discretion think just and reasonable, but upon no other Account whatsoever.

43. Deduction shall be allowed by the Trustees of the Assessment for any Period during which any Lands or Heritages shall not be let or occupied for Three Months consecutively in any One Year, and Owners who shall let for Rent or Hire Lands or Heritages for less than a Year shall themselves, as well as the Occupiers, be responsible for the whole of the said Assessment applicable to any Period less than a Year, and the same may be recovered from such Owners or from such Occupiers as shall be judged expedient: Provided always, that the Occupier of any Lands or Heritages let for a period less than a year, by whom the said Assessment shall be paid, shall be entitled to deduct from the Rent payable to the person by whom the said Lands or Heritages shall be so let, the amount of the said Assessment in excess of the proportion thereof applicable to the period of his occupancy. Provision as to Property let for less than a Year.

44. The annual Value of the following Lands or Heritages shall for the Assessment hereby authorised be held to be the nearest aggregate Sum of Pounds Sterling to One Fourth of the annual Value thereof entered in the Valuation Roll ; viz. Arable Land, &c. how to be valued.

1. All Lands and Premises used exclusively as a Canal or Basin of a Canal, or Towing-path for the same, or as a Railway constructed under the Powers of any Act of Parliament for public Conveyance, excepting the Stations, Depots, and Buildings, which shall be assessable to the same Extent as other Lands and Premises within the City:
2. All the underground Gas and Water Pipes, or underground Works of any Gas or Water Company :
3. All Woodland, Arable, Meadow, or Pasture Ground, or other Ground used for Horticultural or Agricultural Purposes.

45. The "Improvement Assessment" shall be levied and collected by the collector of the Police Assessment of the city, in the same way and manner as the said Police Assessment is from time to time levied and collected, and shall be recoverable both from owners and occupiers in such and the like manner as the said police assessment is for the time being by Provision for levying assessment.

law recoverable from occupiers; and such collector shall keep a separate and distinct account of the assessments received by him under the authority of this Act, and shall pay over the amount of the said assessment when collected to the trustees or the treasurer.

Application of moneys.

46. The whole sums raised or borrowed under the authority of this Act, shall be applied to the purposes herein specified, and to no other purpose whatsoever.

Paying off money borrowed.

47. The provisions of the "Commissioners' Clauses Act, 1847," herewith incorporated,* in regard to providing a sinking fund for payment of moneys borrowed, shall apply to such sums as shall be borrowed on the security of the assessment authorised by this Act, and the trustees shall also from time to time apply, so far as necessary, all moneys received by them for lands and houses sold, or in reimbursement of expenses incurred by the trustees in forming streets and drains, under the powers of this Act, in paying off the sums included in the securities to be granted under authority of this Act, over such lands, houses, and other funds; and to the extent of the sums so paid off the borrowing powers of the trustees shall be extinguished.

Residue of funds, how to be disposed of.

48. Any residue of the funds or property which may come into the possession of the trustees under the powers of this Act after executing the several purposes thereof, shall be paid over or transferred to the Magistrates and Council, and shall be held and applied by them to the same purposes as the Police Assessment in the City, is from time to time applicable.

Form and service of notices, &c.

49. Any notice, order, resolution, declaration, requisition, demand, or other proceeding made or given under this Act by the trustees may be either in print or in writing or partly in print and partly in writing, and it shall be sufficient in all cases where any such notice, order, resolution, declaration, requisition, demand, or other proceeding is required to be given

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* *See Clauses 37–10 and 37–11.*

to or served upon the owner or occupier of any property, and the name of such owner or occupier is unknown to the trustees, after due inquiry, to address the same to such owner or occupier by his description as owner or occupier (as the case may be) of the premises (naming them) in respect whereof the same is given or served without further name or description, and any such notice, order, resolution, declaration, requisition, demand, or other proceeding may be served upon any owner, occupier, or other person, either personally or by sending the same prepaid through the post-office, addressed to him by name at his last known place of abode or business, or by delivering the same to some inmate at his last known place of abode or business, or in case of an occupier to any inmate of the building in respect whereof the same is given or served, or if the building is unoccupied, it shall be sufficient to affix the same or a copy thereof upon some conspicuous part of such building: Provided always, that this provision shall not apply to notices to be given by the trustees under "The Lands Clauses Consolidation (Scotland) Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," herewith incorporated, nor shall the same apply to the recovery of the assessment in so far as otherwise regulated by this Act.

From "The Commissioners Clauses Act, 1847."

Notices by Advertisement.

49–1. C. All notices required by this or the Special Act, or any Act incorporated therewith, to be given by advertisement, shall be advertised in the prescribed newspaper, or if no newspaper be prescribed, or if the prescribed newspaper cease to be published, in a newspaper circulating in the district within which the undertaking shall be situated.

Authentication of notices and orders.

49–2. CI. Every order, summons, notice, or other such document requiring authentication by the Commissioners shall be sufficiently authenticated if signed by two Commissioners, or by the Clerk of the Commissioners, and it need not be under the common seal of the Commissioners, although they be incorporated, and the same may be in writing or in print, or partly in writing and partly in print.

Proof of debts in Bankruptcy.

49–3. CII. And with respect to the proof of debts in bankruptcy or insolvency, be it enacted, That if any person against whom the Commissioners have any claim or demand become bankrupt, or take the benefit of any Act for the relief of insolvent debtors, the Clerk or Treasurer of the Commissioners, in all proceedings against the estate of such bankrupt or insolvent, or under any fiat, sequestration, or act of insolvency against such bankrupt or insolvent, may represent the Commissioners, and act in their behalf, in all respects, as if such claim or

demand had been the claim or demand of such Secretary or Treasurer, and not of the Commissioners.

49–4. CIII. And with respect to tender of amends, be it enacted, Tha if any person shall have committed any irregularity, trespass, or other wrongful proceeding in the execution of this or the Special Act, or by virtue of any power or authority thereby given, and if before action brought in respect thereof such party make tender of sufficient amends to the party injured, such last mentioned party shall not recover in any such action; and if no such tender have been made, the defendent, by leave of the Court where such action is pending, may, at any time before issue joined, pay into Court such sum of money as he thinks fit, and thereupon such proceedings shall be had as in other cases where defendants are allowed to pay money into Court.

Confirmation of Agreement with North British Railway Company.

50. Whereas an Act was passed in the last Session of Parliament, intituled, "The North British Railway (New Works) Act, 1866," whereby, among other things, the North British Railway Company was empowered to construct a new fruit and vegetable market, and to execute certain other works, all in terms of an agreement entered into between the Magistrates and Council and the said Railway Company, a copy of which is contained in the Schedule to the said Act, and is thereby confirmed; And whereas it has been found expedient to make certain changes on the said agreement, and a farther agreement for that purpose has been entered into by the Magistrates and Council, and the said Railway Company, dated the 26th and 27th days of September 1866, a copy of which agreement is contained in the Schedule to this Act annexed: Be it enacted that the Agreement last mentioned shall be, and the same is hereby confirmed and declared binding on the parties respectively, and the said other Agreement, confirmed by the said Railway Company's Act, and the said Act itself, shall be, and the same are hereby declared to be subject to the provisions and conditions in the said Agreement, hereby confirmed, contained; and the powers by this Act conferred shall be exercised only according to the said provisions of the said Railway Company's Act, and this Act, and the several agreements thereby confirmed, in so far as regards any property of the said Railway Company, forming the subject matter of the said agreements.

From "The Commissioners Clauses Act, 1847."

Access to Special Act.

And with respect to access to the Special Act, be it enacted as follows:

Copies of Special Act to be kept by Commissioners at their office and deposited with the Clerks of the Peace, &c., and be open to inspection.

50–1. CX. The Commissioners shall, at all times after the expiration of six months after the passing of the Special Act, keep in their principal office of business a copy of the Special Act, printed by the printers to Her Majesty, or some of them, and shall also, within the space of such six months, deposit in the office of the Clerk of the Peace *in England* or *Ireland*, and of the Sheriff Clerk in *Scotland*, of the County in which the undertaking is situate, a copy of such Special Act so printed as aforesaid; and the said Clerk of the Peace and Sheriff Clerk, respectively shall receive, and they and the Commissioners respectively shall keep, the said copies of the Special Act, and shall permit all persons interested to inspect the same, and make extracts or copies therefrom, in the like manner, and upon the like terms, and under the like penalty for default, as is provided in the case of certain plans and sections by an Act passed in the first year of the reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.* 7 W. 4. & 1 Vict., c. 83.

Penalty on Commissioners failing to keep or deposit such Copies.

50–2. CXI. If the Commissioners fail to keep or deposit as hereinbefore mentioned any of the said copies of the Special Act, they shall forfeit twenty pounds for every such offence, and also five pounds for every day afterwards during which such copy shall be not so kept or deposited.

Costs of Act.

51. The costs, charges, and expenses of and incident to the preparing for, obtaining and passing this Act, or otherwise in relation thereto, shall be paid by the trustees out of the moneys to be raised under this Act.

SCHEDULE.

AGREEMENT between the Lord Provost, Magistrates, and Council of the City of Edinburgh, hereinafter called "The Town Council," and the North British Railway Company, hereinafter called "The Company."

THE said parties considering that by Deed of Agreement entered into between them, dated the Twenty-seventh day of March and Twelfth day of April, both in the year Eighteen hundred and sixty-six, it was agreed in the first place, that the Company should convey to the Town Council in absolute property the solum of the piece of ground fronting Princes Street, Edinburgh, coloured yellow on the plan subscribed with reference to the said Agreement; and, in the seventh place, that the Company should level, drain, and causeway or pave the area of the Market to be constructed by them on the said piece of ground, and the access or road thereto, and should provide at their own expense a new and substituted Fruit and Vegetable Market, of equal accommodation to the present Market: Farther, that in the seventeenth place it was provided that the Company should be bound to hand over the new and substituted Market ready for use on or before the First day of March Eighteen hundred and sixty-seven, or to pay to the Town Council a sum of Ten pounds for each day thereafter, so long as the said Market was not handed over to them complete and ready for use; the said sum of Ten pounds per day being by said Agreement declared to be pactional and not penal, and to be payable as a stipulated rent exigible from the Company, and not to be subject to modification in any manner of way: And whereas it has been ascertained

that the said new and substituted Market cannot be completed before the said First of March, Eighteen hundred and sixty-seven: Therefore the said parties hereto have agreed as follows:—Primo; The Company shall be bound, and hereby bind themselves immediately to bank up the portion south of their Railway of the road which led from Canal Street to Physic Gardens, delineated and coloured brown on the plan signed as relative hereto, and to clear the ground of the west boundary wall of said portion of road so to be levelled, and clear the whole area of all erections, and level it up to the surface of the present Fruit and Vegetable Market, and properly metal the same. Secundo; That the Company shall also fence in on the east side the said portion of road so to be added to the Market, and erect a retaining wall on the south side of the same. Tertio; That instead of the segment (not exceeding Twelve feet at its greatest breadth) which by Article Eleventh of the said Deed of Agreement the Company undertook to give off the circular corner of the station ground adjoining the present cab entrance at Market Street, for the purpose of being added to and improving the line of Market Street, the Company agree and undertake to give off for the foresaid purpose a triangular piece of ground (eighteen feet at its greatest breadth) extending westwards along Market Street from the said cab entrance, as delineated and coloured green on the plan subscribed with reference hereto, and the Company shall be bound to erect a retaining wall along the north side of the said strip, and to fill up or embank to the level of Market Street the space between the said retaining wall and the present line of said street, all at the sight and to the satisfaction of the City Architect for the time; and the said retaining wall shall be constructed, and embankment formed, and the strip added to Market Street in no event later than the First day of March, Eighteen hundred and sixty-eight. Quarto; The Town Council agree to allow the booths on the south side of the Market to be removed, and the area occupied by them shall be causewayed by the Company, and the old materials of the said booths, as well as the old material of the west wall of the foresaid portion of road, shall remain the property of the Town Council. Quinto; In consideration of the stipulations hereinbefore undertaken by the Company, the

said Town Council agree to extend the period within which the Company shall be bound to hand over the new and substituted Market ready for use, from the First day of March, Eighteen hundred and sixty-seven, as provided in Article Seventeenth of the said Deed of Agreement till the first day of March, Eighteen hundred and sixty-eight; and the Town Council further agree that the sum of Ten pounds per day stipulated by said Article to be paid by the Company so long as the said Market is not handed over to them complete and ready for use shall not be exigible till the First day of March, Eighteen hundred and sixty-eight, on and after which date, instead of on and after the First day of March, Eighteen hundred and sixty-seven, the same shall be exigible as provided by the said Deed of Agreement. Sexto; Except as hereby expressly provided and declared, the whole provisions and stipulations of the said Deed of Agreement are hereby reserved entire and unaffected, and shall receive full force and effect. And it is hereby specially agreed that instead of the sum of Five hundred pounds undertaken under Article Sixteenth of the said Deed of Agreement to be paid by the Company to the Town Council, the Company shall, in respect of the loss and inconvenience which this arrangement shall entail upon the town, pay to the Town Council a sum of Two hundred pounds sterling on the Eleventh day of November, Eighteen hundred and sixty-six, with interest thereon from that date till paid. Septimo; In the event of any question or difference arising between the Town Council and the Company in regard to the true meaning and effect of these presents, or any article or clause thereof, the same is hereby referred to the Solicitor-General of Scotland for the time being, whom failing to the Dean of Faculty of Advocates for the time, whose decision thereon shall be final and conclusive, and binding on both of the said parties, and shall not be subject to review in any Court of law whatever. Octavo; The whole expense attending the Agreement and incident thereto, and of carrying the same into effect, shall be borne by the Company. And Lastly; The parties hereto bind and oblige themselves to implement their respective parts of these presents to each other under the penalty of Five hundred pounds sterling over and above performance. And they consent to registration for preservation

and execution. In witness whereof these presents, written on this and the preceding page by Robert Renwick, clerk to James David Marwick, Town Clerk of Edinburgh, are, together with a duplicate hereof, subscribed as follows, viz.:—By the Right Honourable William Chambers of Glenormiston, Lord Provost, and the said James David Marwick, Town Clerk, in name and on behalf of the said Lord Provost, Magistrates, and Council, specially authorised by them to that effect, at Edinburgh the Twenty-sixth day of September, Eighteen hundred and sixty-six, before these witnesses, the said Robert Renwick and Alexander Leitch, also clerk to the said James David Marwick; and by Mark Sprot, Esquire, of Riddell, and John Beaumont, Esquire, Huddersfield, two of the Directors of, and duly authorised to sign these presents by and on behalf of the said North British Railway Company, and the seal of the Company impressed hereon, at Edinburgh, the Twenty-seventh day of the month and year last mentioned, before these witnesses, David Crabb and John Wilson Barrie, both clerks in the Head Office of the said North British Railway Company in Edinburgh. (Signed) W. Chambers, Lord Provost; J. D. Marwick, Town Clerk; Mark Sprot, J. Beaumont [L. S.] Rob. Renwick, witness; Alex^r. Leitch, witness; Da. Crabb, witness; J. W. Barrie, witness.

From "The Commissioners Clauses Act, 1847."—*See Clauses* 37–1 *and* 37–3 *of this print.*

SCHEDULE (B.) Sec. 75.

Form of Mortgage.

By virtue of [*here name the Special Act*], we [*here name the Corporation if the Commissioners be incorporated, or if not incorporated, Five of the Commissioners,**] appointed in pursuance of the said Act, in consideration of the Sum of paid to the Treasurer to the said Commissioners by *A.B.* of for the Purposes of the said Act, do grant and assign unto the said *A.B.*, his Executors, Administrators, and Assigns, such Proportion of the Rates, Rents, Profits, and

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* *See Clause 29.*

other Moneys arising or accruing by virtue of the said Act from [*here describe the Rates or other Property proposed to be mortgaged*] as the said Sum of doth or shall bear to the whole Sum which is or shall be borrowed upon the Credit of the said Rates, Rents, Profits, or Moneys, to hold to the said *A.B.*, his Executors, Administrators, and Assigns, from this Day until the said Sum of with Interest at per Centum per Annum for the same shall be fully paid and satisfied (the Principal Sum to be repaid at the End of Years from the date hereof [*in case any Period be agreed upon for that Purpose*]). Given under our Corporate Seal [*or*, In witness whereof we have hereunto set our Hands and Seals, *or, if the Deed be granted in Scotland, insert the testing Clause required by the Law of Scotland as the Case may be*], this Day of One thousand eight hundred and

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SCHEDULE (C.) Sec. 77.

Form of Transfer of Mortgage.

I *A.B.* of in consideration of the Sum of paid to me by *C.D.* of do hereby transfer to the said *C.D.*, his Executors, Administrators, and Assigns, a certain Mortgage, [*or, if the deed be granted in Scotland*, a certain Assignation in Security,] Number made by "The Commissioners for executing the [*here name the Special Act*] to bearing Date the Day of for securing the Sum of and Interest [*or, if such Transfer be by Endorsement*, the within Security], and all my Right, Estate, and Interest in and to the Money thereby secured, and in and to the Rates, Rents, Profits, or other Moneys thereby assigned. In witness whereof I have hereunto set my Hand and Seal [*or, if the Deed be granted in Scotland, insert the testing Clause required by the Law of Scotland*], this Day of One thousand eight hundred and

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TO

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30° & 31° VICTORIÆ, Cap. 44.

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