

Evidence before the parliamentary committees on the Water Company's bill, taken in short-hand by Mr. Gurney, with numerous notes and documents, including the principal clauses of the new act. Edited for the Inhabitant's Committee / by Duncan McLaren.

Contributors

McLaren, Duncan.

London School of Hygiene and Tropical Medicine

Publication/Creation

Edinburgh : Adam and Charles Black, 1858.

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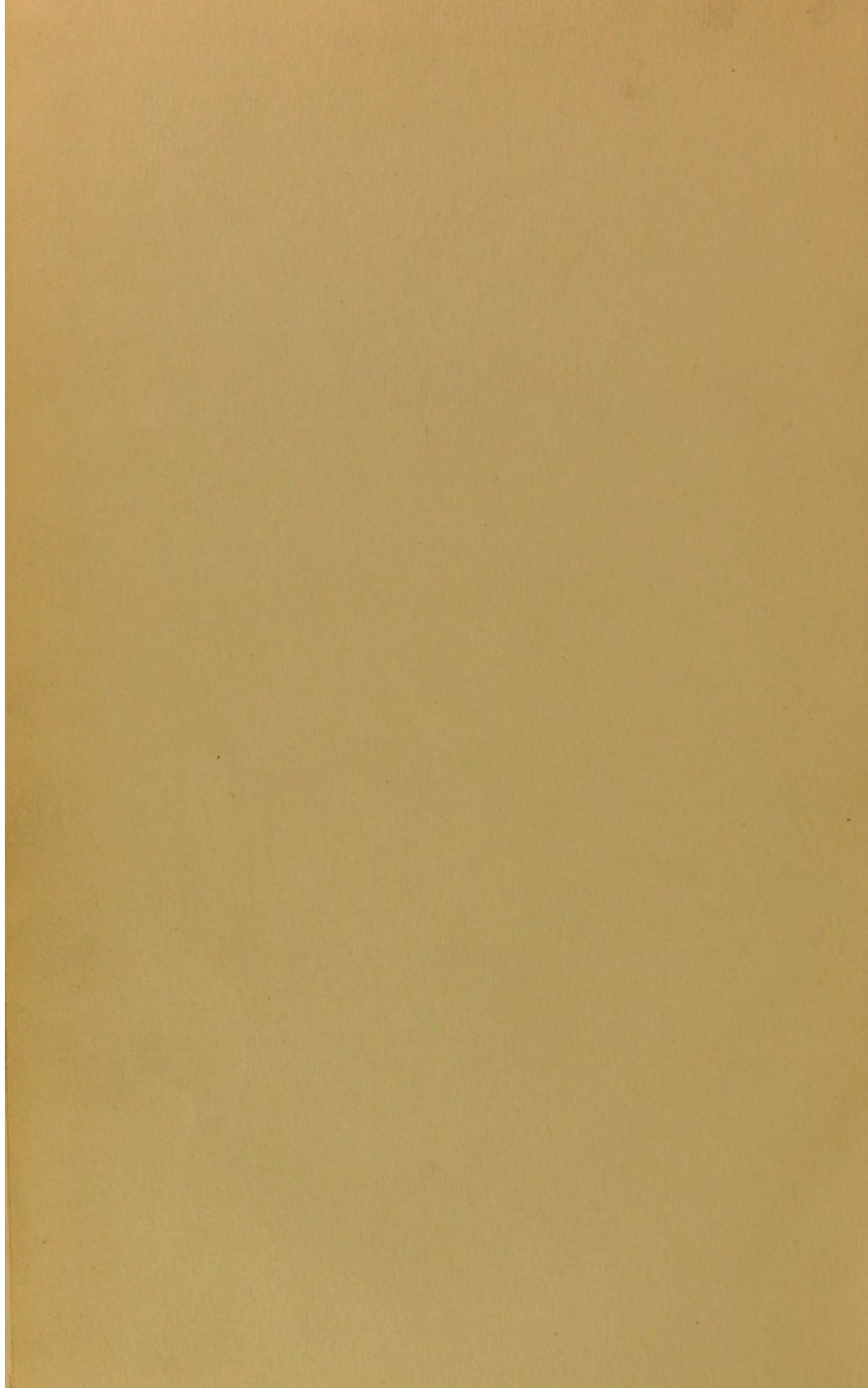


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EVIDENCE

BEFORE THE

PARLIAMENTARY COMMITTEES

ON THE

WATER COMPANY'S BILL,

TAKEN IN SHORT-HAND BY MR GURNEY,

WITH NUMEROUS NOTES AND DOCUMENTS, INCLUDING THE
PRINCIPAL CLAUSES OF THE NEW ACT.

EDITED FOR THE INHABITANTS' COMMITTEE,

BY DUNCAN M'LAREN.



EDINBURGH:

ADAM AND CHARLES BLACK, 37, NORTH BRIDGE.

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P R E F A C E.

FROM the great length of the admirable speech by Mr Talbot, as written out by Mr Gurney, it has been deemed proper that it should be considerably abridged, in order to make it come within moderate limits. The numerous questions put to him by Members of Committee, while he was speaking, necessarily occasioned much repetition, and thus rendered its abridgment advantageous.

The manuscript copy of the Minutes of Evidence, as always happens in similar cases, contained a very great number of verbal inaccuracies, and errors in names and figures; and in many instances portions of questions and answers were so transposed and confused as to make them utterly unintelligible. Much time and attention has been given to the correction of these and other inaccuracies, although in a few instances without success. In all cases where corrections were made, the greatest possible care was taken to preserve what appeared to be the meaning of the parties. Many errors as to matters of fact may be pointed out in the evidence, which have not been corrected although observed, because there could be no doubt, from the context, that the erroneous statements were really made by the witnesses; and the object of the Committee was, of course, to publish the evidence as given by the parties, whether their statements were correct or the reverse.

Numerous notes and documents have been added, throwing light on the proceedings of the Water Company, from its first establishment up to the present time; and a number of clauses, in which the inhabitants are deeply interested, have been introduced from the New Act, together with a number of rejected clauses, which were adverse to their interests.

Taking into account all the changes made by Parliament, the New Act, taken as a whole, is very favourable to the community,—more so, indeed, than the act of 1826; although that result certainly could not have been anticipated, even by the most sanguine of the inhabitants, when the opposition to the original bill was organised, and brought to bear against the passing of its preamble.

Three very important advantages have been gained to the inhabitants by the passing of the New Act. In the first place, under the former Acts, two-thirds of the water consumed in the city was the impure flood water of Glencorse Burn, collected in the Compensation Reservoir, and stored up, frequently for many months; *after which*, it was conveyed to the city, with accumulated impurities, for the use of the inhabitants! By the provisions of the New Act, this impure pond water is, in future, to be sent down the burn for the use of the mill-owners, and, within six months from the passing of the Act, 1,175,489 imperial gallons per day ($130\frac{1}{2}$ cubic feet per minute), of the fresh water constantly flowing down the burn from the springs and feeders by which it is supplied, are to be conveyed, from a point *above* the Reservoir, and without passing through it, into the works of the Company, to be there

filtered, and then carried to the city.* The next great advantage is, that, by other provisions of the Act, there must be introduced into the city, within five years, under a penalty of five pounds for every day's failure, an entirely new supply, in addition to the former, consisting wholly of pure *spring* water, and averaging, according to the evidence, in the House of Lords, of Mr Rendall, civil engineer, 1,237,441 imperial gallons per day ($137\frac{1}{2}$ cubic feet per minute); and if the measurements taken under the former Act be correct, and the works under the New Act properly executed, the additional supply will greatly exceed this estimate. These two advantages are of incalculable value to the inhabitants. The third important advantage is, the saving of L.4000 a-year, arising from the rejection of the rate clause. Mr Morton's excellent report regarding the provisions of the New Act, forming Appendix No. II., points out, and fully explains, these and a number of minor advantages, which the inhabitants have gained in their successful contest with the Water Company.

It is due to Councillor Macfarlan and Mr Morton to state, that to their untiring energy and perseverance, while the clauses were discussed before the Committee, and to the complete knowledge which they had acquired of all the valuable facts bearing on the different questions under discussion,—and in consequence of which they were enabled, from time to time, and without the least delay, to instruct the talented Counsel for the City, on all the important points as they arose,—the inhabitants are, to a very great extent, indebted for the successful results of the contest.

The inhabitants are likewise deeply indebted to Bailie Campbell, Convener of the Town Council's Committee, for his great attention to the business intrusted to him; to Councillor Murray for his exertions in London in opposing the Preamble of the Bill; to Mr John Sinclair, who conducted the correspondence for the Town Council; and to Mr Archibald Thomson, Treasurer to the Inhabitants' Committee, for his exertions in obtaining subscriptions to defray the preliminary expenses, and in managing the business connected with the petitions against the Bill.

It having been thought necessary that the whole responsibility connected with this publication should devolve on one person, it was undertaken by the Subscriber, and executed, in all its details, without consulting any individual on the subject; and hence the blame of any errors, which may inadvertently have been committed, will rest on him alone.

D. M'LAREN.

EDINBURGH, 8th September 1843.

* This is exclusive of the water which has hitherto been brought into the city from the *springs* belonging to the Company. The Crawley Spring averages 450,000 imperial gallons per day (50 cubic feet per minute), and the Swanston and Comiston average about 270,000 imperial gallons per day (30 cubic feet per minute). It is also exclusive of the produce of a small feeder, intercepted in its progress to the Glencorse Burn, *below* the Reservoir, and conveyed directly (into the Crawley pipe, which, according to the statement of the Esk millowners, averages 90,000 imperial gallons per day (10 cubic feet per minute); and it is exclusive of the impure pond water let out into the bed of the burn, which the Company, by their new Act, are entitled to take, to any extent as they may think fit; provided always, that they send down for the use of the millowners 180 cubic feet per minute during the summer months, and 200 cubic feet per minute during the winter months, in all time coming, after the expiry of the first five years,—the fixed quantity during these five years being limited to 130 cubic feet per minute during the six months of summer and autumn.

CONTENTS.

I. DOCUMENTS.

	PAGE
1. Speech of the Hon. J. C. Talbot, delivered before the Committee of the House of Commons on the 7th and 10th April . . .	1
2. Proceedings before the Parliamentary Commissioners . . .	30

II. EVIDENCE BEFORE THE COMMITTEE OF THE HOUSE OF COMMONS ON THE BILL.

1. Petitions presented against the Bill, and counsel and agents who appeared . . .	33
2. Evidence of Mr James Jardine, civil engineer . . .	34
3. Evidence of Mr Robert Paterson, surveyor of police . . .	52
4. Evidence of Mr John Fife, surveyor of the Water Company . . .	59
5. Evidence of Mr William Cameron, acting treasurer for the Water Company . . .	63
6. Evidence of Mr Daniel McKean, engineer of the Glasgow Water Company . . .	73
7. Evidence of Mr James Balfour, W.S., clerk to the Water Company . . .	77
8. Evidence of Mr William Trail Philp . . .	99
9. Preamble of the Bill found to be proved by the Committee—Letter from Messrs Spottiswoode and Robertson regarding the same . . .	ib.
10. Evidence of Mr James Rendall, civil engineer . . .	ib.
11. Discussion regarding the Clauses for supplying the Esk Millowners with water . . .	102
12. Evidence of Mr Charles Vignolles, civil engineer . . .	106
13. Evidence of Mr John Miller, civil engineer . . .	109
14. Evidence of Mr James Jardine, regarding the practicability of applying water meters to the Company's pipes, and Letter from Mr Morton regarding the same . . .	110
15. Compromise during the Easter Recess . . .	112
16. Minutes of Evidence before the Lords' Committees on Standing Orders, and Letter from Messrs Spottiswoode and Robertson regarding the same . . .	113

III. EVIDENCE BEFORE THE LORDS' COMMITTEE ON THE BILL.

1. Evidence of Mr James Balfour, W.S., clerk to the Water Company . . .	114
2. Evidence of Mr James Jardine, civil engineer . . .	119

	PAGE
3. Part of the Evidence of Mr James M. Rendall, civil engineer, being the portion regarding the measurement of the springs . . .	127
4. Evidence of Mr Thomas Grainger, civil engineer . . .	128

IV. IMPORTANT CLAUSES OF THE BILL AS PROPOSED AND REJECTED, AND OF THE ACT PASSED.

1. Rate Clause as finally proposed by the Water Company, and rejected by the Committee . . .	92
2. Clauses for conveying to the Millowners on the River Esk the City's supply of water—rejected by the Committee . . .	103
3. Clause fixing the quantity of water to be conveyed to the Esk Millowners, as passed . . .	104
4. Clause authorising and requiring 130½ cubic feet of water per minute to be conveyed from the Glencorse Burn to the Crawley Pipe, without passing through the Reservoir, as passed . . .	104
5. Clause obliging the Company to affix meters to their main pipes . . .	112
6. Clause obliging the Company to construct an additional Reservoir, on the consent of certain parties being obtained . . .	134
7. Clause imposing a penalty of twenty shillings per day on the Company, in favour of each inhabitant not regularly supplied with water . . .	137
8. Clause imposing on the Company a penalty of L.1825 during each year, after the expiry of five years, in which they shall fail to bring into the City "the whole of the water which they are authorised to take by the said recited acts and this act," including, of course, all the available water which it is possible for them to convey from Glencorse Burn, after sending down certain fixed quantities to the Millowners, and thus obliging the Company to complete the Colinton line whether they desire it or not, since the Crawley pipe, as appears from their own evidence, is incapable of conveying "the whole" of the available burn water in addition "to the whole" of the available spring water . . .	137

V. DOCUMENTS QUOTED IN THE NOTES TO THE EVIDENCE.

	PAGE		PAGE
1. Tabular view of the measurement of the springs, authorised to be taken by the act of 1826	43	20. Letters from Mr Morton and Councillor Macfarlan, regarding the clauses proposed for the benefit of Millowners, and rejected	104
2. Police rental of Leith, from 1836 to 1843	61	21. Number of Alterations made on the Bill,—upwards of 300	113
3. Report by Mr R. Christie, showing the yearly debt of the Water Company from 1831 to 1841	69	22. Admission by the Water Company, in the House of Lords, that they made no claim for increased rates on account of the water required to be brought into the City, under the New Act; that their former claim was rested entirely on their proposed introduction of the Colzium and Harperrig Springs, in addition to the others; and that they expected repayment for their new advances, only from the increased consumpt of water for manufactory purposes (<i>Caledonian Mercury</i> , 26th July)	118
4. "The Colzium Purchase," from the <i>Edinburgh Observer</i>	79	23. Alleged advantages to the Water Company, of incurring a large expenditure for new works—from the <i>Scotsman</i> of 26th April.	126
5. Assessment Clauses of the Police Act of 1822	80		
6. Assessment Clause of the Police Act of 1832	81		
7. Assessment Clause of the General Prisons Act, being section 48—"Annual value defined"	82		
8. Mr Learmonth's Speech to the Water Company, from the <i>Scotsman</i> of Dec. 14, 1842	86		
9. Complaint, under the Act, to the Parliamentary Commissioners regarding the Accounts of the Water Company	86		
10. "The Colzium Job," from the <i>Mercury</i> of 29th April	87		
11. The Water Company's defeated Bill of 1837, from the <i>Scotsman</i> of 3d June 1837	89		
12. Parliamentary "Declaration" by the Water Company regarding their financial affairs	90		
13. Evidence regarding the "Declaration" before the Lords' Committees on Standing Orders	91		
14. Discussion of the Rate Clause, from the <i>Mercury</i> of 29th April	92		
15. Letter from Messrs Spottiswoode and Robertson, intimating the rejection of the Rate Clause	ib.		
16. Quotation, regarding the gratuitous supply of water to the Poor, from the "Statement" published by the Water Company in the <i>Courant</i> of 15th Sept. 1825; and quotation from their Act of 1819, regarding the same subject;—conduct of the Company to the Royal Infirmary and Gillespie's Hospital	94		
17. Minutes of the Town Council and Writers to the Signet, regarding the Water Company's Bill of 1835	96		
18. Speech of Mr Austin, counsel for the Water Company, admitting that the Colzium and Harperrig purchases were illegal	97		
19. The Opinion of the Committee on the Bill, conveyed through their Chairman, and the Opinion of Mr A. Rutherford, M.P., that the Colzium and Harperrig purchases were illegal, and would not be sanctioned by the New Act	98		

VI. APPENDIX.

I. Proceedings regarding the Bill before the Committee, from the 31st March, when it met, to the 10th April, when the Preamble was found to be proved, and the Committee adjourned—Report to the Ratepayers, by whom he was deputed to oppose the Bill, by Mr D. McLaren	135
II. Proceedings regarding the Bill, while the clauses were discussed before the Committee, from the 25th April, when it met, after the Easter Recess, to the 10th May, when the Bill was passed—Report by Mr Morton, who was deputed by the Ratepayers to oppose the objectionable clauses of the Bill	136
III. Agreement between the Water Company, the Inhabitants, and the Esk Millowners, after the Bill had passed the Committee of the House of Commons	139
IV. Violation, by the Water Company, of the agreement with the Inhabitants	140
V. The diminished supply of water from the Public Wells explained, in a Letter from Councillor Murray	142
VI. Remarks on the Accounts of the Edinburgh Water Company, as made up by their Treasurer at Martinmas 1842,—submitted to the Statutory Commissioners appointed to examine and certify these accounts	143

SUBSTANCE OF A SPEECH

AGAINST THE

EDINBURGH WATER COMPANY'S BILL.

Mr TALBOT—Sir, my Learned Friend did me the greatest possible injustice when he supposed, that I should conceive that there was cast upon me, by any consideration whatever, the painful duty of abusing either him or his clients. At the same time I must say, that my Learned Friend held out to me the greatest possible temptation to resort to that course, when, after having occupied your attention for the better part by much of this day, he anticipated that I was about to surpass his own address to you in length. I hope that will not be the case. At the same time I trust the Committee will recollect, that both my Learned Friends have been heard, and that their evidence has been heard with the greatest possible patience—greater than I think I ever saw paralleled by a Committee upon so utterly distasteful a subject; and that now for the first time the opponents to this bill have an opportunity, through a most ineffective instrument, of addressing their own language to the Committee. I feel confident, therefore, that I shall receive at the hands of the Committee an equally patient attention, even though it should be my province to prolong my address to them for a considerable period of time.

I appear for the Town Council of the city of Edinburgh, elected by their fellow-citizens in the mass. I appear also upon a petition signed with extraordinary rapidity, and in a brief space of time, by 4600 of the inhabitants of that city; and I believe I may challenge contradiction when I assert, as the Counsel of those individuals, that, with the exception of the shareholders of the Water Company, the sentiments which the Town Council and those 4600 inhabitants profess, are the united sentiments of the whole community of which they are members. There prevails in Edinburgh at this moment what, by the gentlemen on the other side, in the printed case which they have circulated among the members of the Committee, is called "excitement" upon the question, but which more properly deserves the term of universal indignation with respect to the conduct of this Company. I unquestionably shall not be the representative personally of that excitement or indignation in this room, but I will endeavour, with the patient forbearance of the Committee, temperately to explain the grounds which have given rise to these feelings, and to examine whether or not that expression of indignation has proceeded from what is called in the same printed case, "a warped judgment and local prejudice," or whether it has a good foundation in fact. And if it has a good foundation in fact—if there be good cause for this indignation and aversion and determined hostility to the present bill upon the part of the entire community of that great city, allow me to submit to you in the very outset, that that consideration alone ought to be fatal to this bill. If this be a measure which professes benefit to a community like that of Edinburgh, and if you find that to a man that community are opposed to it, all that I have to say is, weigh the grounds of that opinion, ascertain the reason of that unanimity, and if you find that there is no false foundation for it, but that, on the contrary, it rests on a solid foundation,—then I say that it ought to be conclusive upon the matter.

Now I assert, that this feeling exists in Edinburgh—and the course of proceeding here proves the same fact. What has been the course of proof

upon my Learned Friend's part? Has he called a single inhabitant of Edinburgh who has given to you any thing like the usual evidence which is given in support of preambles of this description, who has deposed to his own opinion, or to the opinion of the community generally, as to the expediency of this or any other measure of the same character? Instead of that, the evidence, so far as this preamble has been concerned, is confined, as I shall presently show you, to the testimony of Mr Jardine, the engineer of the Company, be it good or be it bad; and to the evidence of Mr Balfour, the clerk of the Company, dragged as he was reluctantly at the close of the case from beneath the ample folds of the gown of my Learned Friend the Dean of Faculty. There has been no witness upon the preamble of this bill except those two gentlemen, and if I know any thing of the effect of evidence, that of Mr Balfour must be quite decisive against the preamble which he came to support.

Now, before I go farther, a word upon the special pleading you have heard upon this preamble. I pray your attention to the alterations which have been made in it. I question very much, looking back to former precedents of the same kind, whether the alterations in the preamble made between the time at which the House referred this bill to the Committee and the time at which the Committee have taken it into consideration, do not raise solid ground of objection to the farther progress of this bill, on account of the extent of those alterations. You will see at once that they are most material, and that they have been introduced for the sake of leaving as much of that which nobody could quarrel with, and as little of that which could be controverted, as possible, and that the skill of the special pleader has been exercised in this particular to the utmost conceivable limit.

However, Sir, altered as it is, and taking no advantage of the mere technical ground to which I have alluded (which, however, is one of substance, and worthy the attention of the House), I take the liberty of submitting to you this proposition, that the third paragraph in the preamble, which is the material one, "Whereas it would be highly advantageous," and so on, "to the inhabitants of the said city," is bound up entirely with the allegation of the necessity of a further advance of money, of which I shall have to submit to you, there has been no shadow of proof advanced.

Now, Sir, we oppose this bill upon a diversity of grounds. It is not that we deny the existence of the evils which they allege, and under which we have suffered. On the contrary, it is our very grievance that we have to complain of those evils; but we oppose the bill in order to prevent the melancholy result that the town of Edinburgh and its inhabitants should be exposed to consequences far more serious to them than those inconveniences under which they have suffered. We have, I admit, complained for a long period of years of the supply of water, not as deficient in quantity (that has been rather artfully introduced by my Learned Friend), but we have complained for the last fifteen years as to the quality of the supply, and it is true that we have been driven, in the course of the last year, when the supply, in point of quantity always limited, was reduced below five gallons per head,—we have been

driven, I say, by that deficiency, in conjunction with the intolerable quality of the water, to raise our cry against the authors of this bill, and now to protest against the passing of any new measure which should leave us in the power of persons who have so grossly violated the trust reposed in them by Parliament.

My Learned Friend anticipated that I should abuse the Company. I trust I may be allowed to comment upon the proceedings of the Company without exposing myself to any imputation on that score. At all events, I wish to speak only of their public conduct—to examine whether they have discharged their public trust. I wish to lay before you my case, which is this, that they have not proved themselves faithful depositaries of the powers granted by Parliament, so as to entitle them to call upon you to give them any extension of those powers. It is no part of my duty to make any observation which should reflect upon the private character of any individuals. That shall not be attempted. At the same time, it is impossible for me to shrink from an examination of their conduct as far as refers to the manner in which they have discharged the public duties reposed in them.

Now, while we complain of the mode in which they have discharged their functions as a public Company, I must be permitted to submit to the Committee, that the manner in which the complaint shall be dealt with by you is a matter of infinite importance, because it is clear that unless we can obtain, I do not say indulgence, but unless we can obtain redress at the hands of Parliament upon this occasion, it is certain that we are without remedy. To a certain extent, unquestionably, the Courts of Law are open to us, and when dragged there, as we have lately been by the Water Company, upon the subject of the rates for instance, we have asserted and vindicated our rights; but it is obvious, with respect to the more important question of the supply of water, we are obliged to look for redress to that Court which I have now the honour to address.

My Learned Friend has adverted to the power which the inhabitants have possessed of going before certain Commissioners upon this subject; but my Learned Friend has not pointed out to you, that upon the subject of quality there is no such power given. There is a power with respect to the quantity to make application to these Commissioners—but with respect to the quality of the water, be the water never so foul, never so disgusting in its quality, we have no redress whatever against the Company, so far as the clause alluded to is concerned. And I have already said, that with the exception of the last year our complaints are based upon the bad quality, rather than the limited quantity of the supply.

Now the promoters come before you, asking at your hands extended powers—they are asking a boon. All that we solicit upon the other hand is, that you will take care diligently to examine whether, in the exercise of the powers which they already have, they have so acted as to be entitled to an extension of those powers, and, if not, that a further extension of those powers may be refused, especially if it can be shown that the extension would operate most prejudicially to the interests of the community of Edinburgh; as, I think, will soon be incontestably established.

Now it is absolutely necessary for me to call your attention in detail to the history of the Company since it was established in 1819.

Before the year 1819, the supply of water was regulated by the authorities of the city. In that year, there took place by act of Parliament a transfer of powers. The Company obtained from the city, for the sum of £30,000, the springs and works which the Corporation had constructed—works

which had cost a very much larger sum. The Comiston, the Swanston, and the Bonally springs were thus transferred, by a private arrangement afterwards sanctioned by the act of the 59th of George the Third, by which all the necessary regulations were made for carrying that transfer into effect. There is one of the clauses of that act, which I may now mention as disposing effectually of the matter of self-pangyric which has been indulged in upon the other side with respect to the gratuitous mode in which the Company have supplied the public wells. By the 34th section of that act, it was enacted that the Company should continue to supply the public wells of the town, without any charge to the inhabitants, in the same manner as they had formerly been supplied by the Corporation. This gratuitous supply was therefore part of the original contract sanctioned by Parliament.

By the 30th clause, the Company were empowered to take the Crawley and Black Springs, and the necessary ground. And I wish to call your attention to these words. The preamble of the clause recites that, "In order that the said city and places adjacent may be sufficiently supplied with good and wholesome water, be it enacted, that it shall and may be lawful to the said Company, and they are hereby authorised and empowered to take and use the spring called the Crawley Spring, situated in the parish of Glencorse, and county of Edinburgh, and such quantity of water from the brook called the Burn of Glencorse, at or near Glencorse Bridge, situated in the parish and county aforesaid, as the Company shall deem expedient." A supply of "good and wholesome" water, forming as it were a condition precedent to the benefits which were to result to the Company, from the great powers of which they became possessed.

By the second clause, the capital of the Company is fixed at £135,000. By the 96th section the rates are fixed. This section is material with reference to my Learned Friend's observations, and to which I shall afterwards advert at greater length. There it was enacted, "That the Company or their Committee, shall have full power and authority from time to time to fix and ascertain the annual rates and duties to be paid to the Company, by all and every person or persons whatsoever, having water conveyed to their private houses, from the reservoirs and pipes belonging to the Company, provided always that such rates and duties shall not exceed £5 per centum on the real rent of the houses, as they may be assessed for the Police tax."

With regard to the Police tax, it may be said, in the language of Mr Pater-on, that, like all the other taxes of the city of Edinburgh, it was levied upon four-fifths of the rental. The reason why it was so, is perfectly obvious. The moment you apply to the tax payer upon the full rental of his house, he begins to state to you deductions to which he is entitled, and it always ends in deductions being made; and I apprehend, that the reason of the introduction of the act of 1837, amongst other things, was to put an end to questions regarding the extent of those deductions, and to ascertain a fixed assessable proportion, from which no abatement should in any case be made.

The 104th section contains a clause which is very material to the citizens of Edinburgh. It fixes the Court in which actions shall be brought, by enacting that they shall be tried in the Court of the Sheriff Depute of the County of Mid Lothian. It would be a waste of time for me to say any thing of the nature of that tribunal. It suffices for me that it is an impartial local tribunal, inferior only in jurisdiction and importance to the Supreme Court. It is easily accessible to the citizens of Edinburgh, and at a small expense, which is of course to them

a circumstance of the very greatest moment, especially when it is considered, that questions regarding the amount of rate which is to be levied upon them, must necessarily be of a minute character—while the inhabitants have on the other side to contend with the great funds of a powerful Company. It is therefore of most essential importance to them, that the litigation, if litigation there must be, should be carried on before a domestic forum, and that they should not be dragged before the more expensive tribunals of the Supreme Courts. The case of Mr Malcolm affords a fitting illustration of this remark. For an amount of 4s. in dispute he was dragged by the Company for four years through the Supreme Courts, at an expense, including both sides, of L.1200, which ended in a decision by the House of Lords that they had no jurisdiction, the tribunal of the Sheriff being the only competent Court.

Now, the proposal of this bill, to which this preamble is the key, is to remove this protection, and to place under the shelter of gold and of power, the abuses which this Company may hereafter commit, and to deprive the less wealthy citizen of Edinburgh of the means which the Legislature, in the original contract with the Company, thought fit that he should possess for defending and ascertaining his rights.

This, then, was the Parliamentary compact between the Company and the public. They got power to supply the city with water, and they got power to divide $6\frac{1}{2}$ per cent. On the other hand, the public got a restricted rate, and they got the promise of "good and wholesome water" from the sources pointed out in the act of Parliament. Thus matters were left by the act of 1819.

Sir, the works were completed in 1823, as appears upon the evidence of Mr Jardine. It appears that Messrs Telford & Rennie were the engineers, and that Mr Jardine was employed under them. In 1825 a new Company was projected. I beg the particular attention of the Committee to the tactics which were practised by the Water Company upon that occasion, as I shall likewise have to call their attention to the tactics which have been practised upon the recent occasion of the existence of a New Company, in order to show that there is no extraordinary breach of their duty—no illegality, I might almost say (speaking, of course, without reference to criminality), which will not be committed by this Water Company so soon as the test of a New Company is applied, and there is an expectation that an inroad may be made on the monopoly which they have enjoyed.

The New Company of 1825 being started under the auspices of Sir Patrick Walker and other persons competent to carry it out, it behoved the Old Company to bestir themselves quickly, which they did. Sir Patrick Walker's Company proposed to take the very line and springs which it is now proposed to take by this bill. They proposed to go by Bavelaw to Colzium, and to take the Colzium waters; and it is a most material ingredient in the case, which I hope no Hon. Member will lose sight of, that, in the prospect of the establishment of a rival Company, the Colzium waters are all in all. The supply of Edinburgh depends entirely on the water that can be obtained from the Pentlands—from Crawley, the Bavelaw, and the Listonshiells Springs; or from the Colzium and Harperrig Springs; and that whoever possesses those sources of supply must of necessity have the power of dictating his terms and controlling the whole matter of the supply of water to Edinburgh.

A New Company being thus in the field, it was necessary for the Old Company, if they could, to deprive the parties who wished to become their competitors, under an act of Parliament, of the support of the public; and with this view they took

what would almost seem an unusual course of consulting Counsel, who has since risen to deserved eminence in his profession, for the purpose of inducing him to draw up a statement for publication, which should make out their case before Parliament, at the same time that it should annihilate the case of their opponents, deprive them of the support and sympathy of the public, and thus drive them out of the field, and leave themselves exclusively in possession. You have had evidence before you that my Lord Fullerton prepared this statement, which was afterwards published by the Company; and I must trouble you with a few passages from it, in order to shew that they then condemned the plan proposed for going to Colzium, of which they are now so entirely the advocates,—that they bind themselves only to bring in the springs of Colzium, although they talk also of Bavelaw,—I allude to the manuscript clause G. 41, to which reference has been made. They will leave entirely untouched, from the moment of the giving of the Royal assent to this bill, the Bavelaw Springs, which they do not oblige themselves by the Bill to introduce, any more than they have done for the last 17 years, i. e., since the passing of the Act of 1826. I am now about to shew to you, that this profession about the advantages of the Colzium supply is insincere, that it is not grounded upon any topic of public advantage, but that it is grounded upon very different considerations—by proving to you that in 1826 they held language diametrically opposed to this—condemning that plan and suggesting as preferable the Bavelaw, Listonshiells, and Black Springs plan, which from that time to this, although they purchased the springs, they have not introduced to the city, but have left the streams to run as it has pleased nature they should flow.

In their advertisement, prepared by Lord Fullerton, they say, "By the constitution of the present Company they are prevented from dividing more than $6\frac{1}{2}$ per cent. on their capital—a limitation which (it will be observed), ceases on the formation of a New Company. Now the expense of making all the additions to the existing establishment necessary to include Leith, and to do everything which is proposed to be done by the New Company at an expense of L.172,000, will not exceed L.60,000. By the establishment of the New Company, L.112,000 would therefore *absolutely be thrown away*,"—that is, the L.112,000 of excess entailed and contemplated by the rival proposition. The other Company's water was to come partly from the Colzium Springs. They condemn therefore the Colzium plan, and adhere to the Bavelaw and Listonshiells plan upon the ground of economy, and also upon the ground of supply, of which we shall have abundant evidence in a moment.

Now I cross-examined Mr Jardine upon a point upon which I thought I should at once have got an answer from him. The point was, whether the works originally constructed under the act of 1819, when the Crawley water was taken in, had been constructed of sufficient capacity afterwards to take in the Bavelaw, Listonshiells, and Black Springs. Because if it should turn out that such was the fact, it would seem still more extraordinary, and still more indicative of some motive not revealed, why they should now propose to go double the distance—to Colzium, to obtain a supply of water, and at a much greater expense, by a mode which they had then condemned, notwithstanding that their works from Crawley were constructed originally upon the principle of going thereafter to the Bavelaw and Listonshiells Springs, to which they now propose to give the go-by.

I cross-examined Mr Jardine upon this subject, and I regret to be obliged to make the observation, that I think the evidence of Mr Jardine upon that

subject was as little creditable to a gentleman of his station, as one would have wished to see it the opposite. I asked Mr Jardine this—"Do you not know, for instance, that the pipe was much larger than was necessary for the supply from Crawley? Yes. Under whose direction was that done? Under the direction of Mr Telford and Mr Rennie? I think Mr Rennie was consulted. You say that you do not know that there was any contemplated extension—can you tell me for what reason the extra expense was incurred for making the pipe so large? The pipe was much larger in order that it might take in the Glencorse Burn as well as the springs." Now that is untrue upon the face of it, for the very object of the act of Parliament, as stated in the clause which I read to you, was to take in the Glencorse Burn and the springs; and therefore that could be no reason for making the pipe larger than the act of Parliament required, in order to do only what the act of Parliament prescribed. I then asked him—"Do you mean to say that that was the reason for which that pipe was made larger, to take the Glencorse Burn only? Answer—And also at some ultimate period to take the Black Springs." Now the Black Spring was in the act of Parliament at the time, and it was altogether an insignificant spring, and could not have led to the increase of the pipe. "Do you mean to say that it was not contemplated also to take the Bavelaw Springs?—No. That you state positively?—Yes; I know it to be true. That Mr Rennie and Mr Telford never contemplated taking the Bavelaw Springs?—So far as I know. You have stated that you know it to be true—do you mean to state that Mr Rennie and Mr Telford never contemplated taking in the Bavelaw Springs by that pipe?—Yes. What was the extra expense of constructing the aqueduct pipe of the larger size?—I do not know. Do you not know that it extended to as high a figure as L.30,000?—I do not know. Have you never heard it stated, or seen it written as coming from the Directors of this Company, that it cost L.30,000 for the increased works that were then made?—I do not remember ever having heard that said."

Now, fortunately for us, there does remain upon record most distinct evidence, and I grieve to say from Mr Jardine himself, showing most unquestionably that his memory may be bad, but that to that opinion and to that statement he has pledged himself most distinctly. Now we have here this statement—

DEAN OF FACULTY—In evidence?

MR TALBOT—Yes, in evidence. This is part of the same statement—the advertisement drawn by Lord Fullerton. "Their works have cost above L.180,000, L.30,000 of that sum having been laid out with a view to bring in the Black Springs and other springs in the valley of Bavelaw, whenever there should be occasion for them." There is a further statement much more specific than that. It is as follows:—

"The Company was constituted for the very purpose of obtaining power to supply Edinburgh with water, and it is difficult to conceive a more legitimate, fair, and proper charge upon their funds, than the expense of a successful opposition to a Company who were attempting to deprive them by the authority of Parliament of a part of the supply of water which it had cost the present Company above L.30,000 to secure. The present Company incurred that increased expense by the advice and according to the plan of the late Mr Rennie, still extant, who recommended that the cast-iron pipe should be made of such a size, and that the other works should be so constructed, as to be sufficient for bringing in by the same course the Bavelaw, Listonsbiells, and Black Springs, &c. when the extension of the city should require an increased supply of water."

Now, that evidence is made complete by a report of Mr Jardine himself, of the same date—which Mr Balfour, in his cross-examination, was made to read from the minute book of the Company—which is this:—"The whole expense of conducting Crawley Spring to Queen Street at present is L.148,120, 11s. 9d., from which deduct L.30,000 expended prospectively on a larger aqueduct pipe and other works for the purpose of conducting the Black, Bavelaw, and Listonsbiells Springs to Edinburgh. The proper sum therefore expended in conveying the Crawley Springs to Edinburgh, amounting to 180 cubic feet per minute, or 269,200 cubic feet per day, is L.118,120."

Thus it is most distinctly in evidence, and cannot be controverted, although Mr Jardine had forgotten the fact when he was cross-examined by me, that L.30,000 of the money of the citizens of Edinburgh,—for they have to pay interest upon it, in addition to the dividends of the Company, and it is not the only sum that has been so expended without their deriving any benefit from the outlay,—so long ago as 1819 was paid out of our own pockets to construct works which should, in the course of time, bring in the Bavelaw, Listonsbiells, and Black Springs, to Edinburgh. Then I must submit that this gives us something like a right to have it clearly and satisfactorily explained, if that be possible, why it is not now expedient to take these Bavelaw and Listonsbiells Springs, and why it should be now expedient, at a much greater cost, which we must also defray, for the Company to go to Colzium, and only to bind themselves to take springs from thence, which, upon their own showing, are not nearly so convenient,—as they proved on the high authority of Mr Rennie, and Mr Telford, and Mr Jardine, at the time when these eminent engineers reported upon the springs most fit and proper to be brought into the town of Edinburgh.

CHAIRMAN—Do you mean to infer that the whole of those springs could be carried in by the pipe as it now stands?

MR TALBOT—I mean to say that they can, and that I shall establish presently,—not without displacing some of the impure Glencorse water; but unquestionably by displacing some of this burn water, all the water from those springs may be taken to the city through the Crawley pipe.

MR RUTHERFORD—At present I understand that the Learned Counsel is doing nothing but giving a history of the Company, and saying that under the act of 1819, they made a pipe of large dimensions, contemplating the introduction through that pipe of the Bavelaw and Listonsbiells Springs.

MR TALBOT—Precisely, and in passing I draw the inference upon the authority of those great names, that these Bavelaw and other Springs, were springs which at the time were thought the most eligible to take to Edinburgh, otherwise L.30,000 of our money was most unjustifiably thrown away.

Now these assertions upon the part of the Company, advertised as they were, carefully and discreetly, in the best possible way, produced their natural effect—that is to say, they daunted and terrified the shareholders of the other Company, and negotiations were in consequence opened. It is not at any time a tempting prospect to encounter the Parliamentary opposition of an existing Company. No doubt there is always great difficulty in bringing a new Company to bear, still more when statements of this kind receive public circulation, and produce their effect in preventing subscribers coming forward with their capital, and in many other ways. Negotiations were therefore opened between the Old Company and the New,—the Lord Provost of that day, a gentleman of the name of Trotter, taking a conspicuous part as a sort of mediator between the parties; and finally, the adjudication of the matter, so far as the interests of the New Company were con-

cerned, were left in the hands of that public officer, he taking care, at the same time, to watch over and promote the interests of the public. The negotiations ended in an agreement between the Old Company and the New, consisting of a number of separate articles, and the most material of them was, that there was to be a reduction in the rates from 5 per cent. to 4 per cent., which reduction the New Company had offered the inhabitants; or from 1s. in the pound to 10d. in the pound, on the rental of premises supplied with water, according to the valuation fixed for the collection of the Police tax, and on four-fifths of the actual rack-rent in Leith and other suburbs, to which the Police assessment did not extend; for the Company acquired the right to supply Leith under these articles of agreement, and the act following thereon. The New Company was abandoned as the consequence of that compromise; their bill then in Parliament was withdrawn; and the Old Company was again in undisputed possession of the field.

The preamble of the act of 1826, based on this agreement, deserves notice. It recites, "Whereas, although the supply of water is more than sufficient for the use of the inhabitants of Edinburgh, and for the town and port of Leith, at present." I pray the attention of Hon. Members to that, as contrasted with the argument of my Learned Friend Mr Austen, who insists that there has always been an enormous deficiency of quantity. It is recited here upon the face of the act of Parliament of 1826 (and during the last ten years the population of Edinburgh and Leith has been nearly stationary, having, as appears from the evidence of Mr Paterson, decreased more than 2000 according to the census of 1841), that the "supply of water is more than sufficient for the use of the inhabitants of Edinburgh, and for the town and port of Leith;" and, farther, that "it is also expedient that the said Water Company should be empowered to secure for the supply of the city of Edinburgh, which is rapidly increasing in size, and for the town and port of Leith, a further and additional supply of water, with a view to which"—now I wonder Mr Jardine did not recollect what follows—"with a view to which the said Company have made an aqueduct pipe about nine miles in length, of a greater size than would otherwise have been necessary." That is the key to this act; they recite the previous outlay, and hold out in the preamble that the public, who have advanced £30,000, shall reap the benefit of that outlay, that it shall not be thrown away.

Mr RUTHERFURD—That they have a larger pipe than would otherwise have been necessary.

Mr TALBOT—That they have formed a larger pipe than would otherwise have been necessary. Then we come to section 2, by which, in addition to £135,000 of capital, and £30,000 of borrowed money already raised, they are entitled to create additional stock to the extent of £118,000, making the amount of stock, therefore, £253,000, upon which sum from that date the citizens of Edinburgh became liable, out of the reduced rates fixed by the act, to pay 6½ per cent. as the maximum dividend when the works should be completed for bringing the Bavelaw, Listonshiells, and Black Springs into the city.

By the 11th section certain Commissioners were appointed to protect the inhabitants and enforce the provisions of the act. I do not know that this clause is very material, except to my Learned Friend the Dean of Faculty, who, as one of them, will probably be called upon some day to adjudicate in these matters.

Mr RUTHERFURD—He has chosen the better part, I think. The office of Commissioner is, I believe, gratuitous under the act.

Mr TALBOT—It is impossible that my Learned Friend should appear here upon the usual terms;

the case must have afforded him so much amusement, that it is the best remuneration he can receive.

The 29th clause gives power to execute the works which are necessary for bringing the water to Edinburgh. It points out distinctly the line and refers to the plan, and gives authority "to make the necessary cuts, trenches, mounds, or other works, for connecting together the springs and water herein before authorized to be taken, and also the necessary cuts, trenches, conduits, mounds, or other works, for conducting the water thereof to the said city by the aqueduct already constructed by the said Company for conducting the water of the Crawley Springs to Edinburgh, in the line or lines pointed out in the said map or plan."

Thus you see, Sir, by this act (their opponents having left the Parliamentary arena), the Company got first the right to an extended capital, on which to divide the 6½ per cent.; and, secondly, the privilege of monopoly which they have enjoyed, by the withdrawal of the rival Company. They procured also a most material addition to their profits, in the shape of an extension of the right of supply to the important town of Leith. They also got a clause to acquire the important springs of Bavelaw and Listonshiells, the latter of which had been purchased by the rival Company, and by the articles of agreement was made over to the present Company. Upon the other hand, the City was to get a nominal reduction to four per cent. on the rental. I say nominal, because the rental, in fact, is not a fair criterion of the income of the Company, as I shall afterwards prove; and they were to get what they thought an abundant supply of the best spring water. And this leads me to the most material part of our case, the evidence of the quantity which we became entitled to receive under that act of Parliament.

Now, upon this subject, again, I cannot acquit Mr Jardine of something very like suppression of the truth in his evidence. I do not think the testimony of Mr Jardine was straightforward upon this subject. I endeavoured with much personal labour to collect from him what his opinion, at that date, might have been of the yield of these Bavelaw and other springs. Mr Jardine, at first, would give me hardly any reply, but, finally, I tendered to him the measurement which he had himself made in conjunction with Mr Bald, from which there was no receding, and which gave the produce of those springs as follows:—The Bavelaw Springs 57 cubic feet per minute; the Black Springs 22 cubic feet per minute, subject now to a slight deduction, from part of one of the springs having been taken out of the hands of the Company; and the Listonshiells Springs to the amount of 124 cubic feet per minute, making a gross total of 203 cubic feet,—equal to 1270 imperial gallons per minute. That was the evidence regarding Mr Jardine's measurement.

Now, Mr Jardine professes that times have changed since then, and I understood him, in the first place, to say, that this measurement included Cow Burn and Coldwell Springs, which were not to be brought to the Crawley Tunnel by the act of 1826. I confess, that after my experience of Mr Jardine's defective memory, I cannot place implicit confidence in that statement. It does appear to me a most singular matter, that whereas he was employed, along with Mr Bald, who had been appointed judicially by the Sheriff, under the 26th clause in the act of 1826, to measure the waters under that act, he should have included, as he now says he did, waters which did not belong to it, and were not included in the plan to which the act had reference. This clause of the act is very important, affecting, as it does most seriously, the mill-owners, who would know something about the yield of the springs before that time, and who, if they did not know, would take care to gauge them, and who, in

order to protect their rights, procured the enactment of this clause, "That the engineers after mentioned, or any two of them to be named by the Sheriff-Depute of the shire of Edinburgh, or any two qualified persons to be appointed by them, shall, and they are hereby respectively required, as often as they shall see it necessary, at least once in the months of August, September, October, and November, in the year 1826, the months of April, May, June, July, August, September, October, and November 1827, and April, May, June, and July 1828, to measure, gauge, and estimate, in such manner as to them shall seem proper, the average ordinary discharge of such of the said springs and feeders of Bavelaw Burn, Stream Burn, and the river Leith, exclusive of flood water, as shall be intended to be taken or used by the said Company."

The very object of the measurement being to impose a proper check upon the operations of the Company with respect to the water which they were about to take, and to protect the interests of the millowners, I want to know how is it possible, how is it consistent with reasonable probability, that these gentlemen, employed officially for the particular purpose of measuring the springs to be taken under that act, should have travelled out of the duty assigned to them, and made a measurement which seems, if it included waters not then in question, calculated not to inform, but to mislead, and which Mr Jardine admits was calculated to produce that effect.

I draw another corroboration of what the probability in this case is, from the limit imposed in the act; because we find in the preceding clause, "The quantity of water to be taken from the said springs, feeders, river, or burns, not exceeding in the whole 1200 imperial gallons per minute." You find the limit of their quantity, therefore, is, that they shall not take more than 1200 imperial gallons, and yet Mr Jardine would have you to believe that his measurement applied to springs foreign to the act, which were not included in the Parliamentary plan, and to which, therefore, this limitation of 1200 gallons could have no reference. Now, I ask any Honourable Member whether the probable intention of that limit was not this: We know, on the average, what those springs produce; they are said to produce 1270 imperial gallons; we will limit the Company to something within that amount; they shall only take 1200. But, says Mr Jardine, that was a maximum that was never intended to be reached. It is altogether inconsistent, as I maintain, with the nature of such limitations which are imposed in order to restrict the party appropriating the water to a quantity less than that which was known to be produced; whereas, if Mr Jardine is right, the limit of 1200 is a maximum which never could be reached.

But admitting, for the sake of argument, all this to be true, and admitting that Mr Jardine has a right to deduct the proceeds of Cow Burn and Coldwell Springs, which, perhaps, is the most satisfactory way of looking at this evidence,—it being quite sufficient for my argument,—let us see what supply they can get from that source? The total measurement is 203 cubic feet. He takes off 37 feet for the produce of those two springs, and there remains therefore 166. Then he makes a deduction of seven feet for the half of one of the Black Springs (since evicted from the Company), thus leaving still 159 cubic feet per minute. That is the amount, therefore, which he now admits might be brought from the Bavelaw, Listonsbiells, and Black Springs, to Crawley, according to the judicial average measurements, taken under the act by himself and Mr Bald, in 1826-27-28.

Now, the citizens of Edinburgh are already entitled to all that the Crawley Springs give, and their produce, as was proved, is 52 cubic feet per minute. They are entitled also to the Comiston, Swanston,

and Bonally Springs, conveyed by the original pipe, which yield on an average 40 cubic feet per minute, and the quantity of all those put together would, I believe, produce a result of 251 cubic feet per minute. Now, if Cow Burn and Coldwell Springs were added, there would be 288 cubic feet of pure spring water, excluding altogether the impure water of Glencorse Burn, from which the inhabitants of Edinburgh are at present mainly supplied. The whole of this 288 feet would be good wholesome water, in the terms of the act of Parliament, and would give $(6\frac{1}{4})$ imperial gallons being equal to a cubit foot) 17 gallons per day to every man, woman, and child in the parishes of Edinburgh, Canongate, West Kirk, North and South Leith, according to the Parliamentary census of 1841.

Now, let us suppose it was not essential that the Crawley pipe should at all times be filled entirely from these springs, although this would be desirable; but you have seen that in 1819 Parliament thought fit to enact that a portion of Glencorse water might be introduced into this pipe. The average supply by Crawley is stated by Mr Jardine at 190 feet per minute. Of this supply 52 feet are spring water and 138 Glencorse burn water. We have seen also that two-thirds, according to Mr Jardine, of that supply is filtered water, perfectly fit, he says, for use. Now, the whole average supply from the Crawley pipe being 190 feet, the spring and filtered water must be 126 feet. Supposing, then, that only a small proportion, so small as 39 feet, of that filtered burn water were introduced into the Crawley pipe, there would always be the full supply of 250 cubic feet per minute, which is the capacity of the pipe; that is to say, there would be (leaving out the Cowburn and Coldwell Springs, and the half of the Black Spring) 159 feet from the Bavelaw and Listonsbiells and Black Springs, 52 from Crawley, and 39 of filtered water from Glencorse Burn. That would give 250 cubic feet. Then there would still remain the old supply from Comiston of 40 cubic feet, making in all 290 cubic feet, which would be a divisible sum per head of 17 gallons per diem to each inhabitant, and would set free for the use of the millers on the Esk an additional supply of 99 cubic feet per minute, being the difference between 138 feet per minute of Glencorse burn water, which is at present introduced into the city, and 39 feet per minute, which also would be introduced if the act of 1826 were carried into full effect.

Now, we have heard something from my Learned Friend to-day about the evidence of Mr McKain, the surveyor for the Glasgow Water Company. Mr McKain was asked this question—"Do you think that about 16 gallons a-day for each individual is a sufficient supply?" "There must be," he replied, "such a quantity sent in as shall compensate for the waste of washing out the pipes, and to provide that it will be necessary to send in about 16 gallons a-day for each person." "You mean 16 gallons of actual supply for each person who takes water?" "Yes," In another part of his evidence he said, that 16 gallons was a full and sufficient supply.

MR RUTHERFORD—You rather overrate Comiston at forty.

MR TALBOT—For last year.

MR W. MARTIN—The witness said it varied from sixty to twenty.

MR TALBOT—But here is a report which I put into Mr Jardine's hands, and which was identified by Mr Balfour yesterday, making the average forty feet. Mr Jardine says this, "Swanston and Comiston Springs, exclusive of Bonally ponds, which are not used, yield in winter sixty cubic feet per minute, and at the least in summer twenty cubic feet per minute, averaging forty cubic feet per minute, or 57,600 cubic feet per day, or 358,969 imperial gallons, which, as above, would supply 35,896 inhabi-

taunts."—"The supply of water from Crawley Springs in summer is 180 cubic feet per minute, or 259,200 cubic feet per day, or 1,615,360 imperial gallons per day; and allowing ten gallons per day to every individual, man, woman, and child, which is more than Mr Telford and Mr Walker stated in the Committee of the House of Commons as the usual full allowance, the foresaid quantity alone would amply supply 161,536 inhabitants, which is more than the present population." Now, keeping in mind that the present population of the whole of Edinburgh and Leith has been proved by Mr Paterson to be under 160,000, just contrast the moderate sober tone of Mr Jardine advising his Company in 1826, with the flaming statement from my Learned Friend Mr Austen before you, that 27 gallons was hardly enough. Why, allowing for the change of habits that has been talked of (though I profess that having been in Edinburgh lately I did not see that the inhabitants were very much cleaner than they used to be, and I very much doubt whether any material change has taken place)—

DEAN OF FACULTY—Come back after the new bill has passed.

Mr TALBOT—That is a very remote period. I hope to be there before then. There is nothing to account for such an increase as from 10 to 27 gallons, as alleged to be the quantity necessary per head. Then we have this advertisement of the 1st of October 1842, which is therefore not nearly so long ago as 1826, and there we find this statement by the Directors of the Edinburgh Water Company, that "the heavy risks which occurred were at length overcome, and a quantity of water was brought into the town so ample as to afford to each individual a supply to the extent of sixteen imperial gallons per day, although the requisite full supply for an individual is nowhere estimated at more than about ten imperial gallons per day." So that we have my Learned Friend Mr Austen, the mouthpiece of the Water Company, in March 1843, stating that 27 gallons a-head is hardly enough; and on the 1st of October 1842 we have the Directors deluding the public by saying that 10 imperial gallons is as much as any man in his senses would dream of.

CHAIRMAN—Does not the 10 gallons mean what they were required to supply?

Mr TALBOT—No—their language is that the requisite full supply is nowhere estimated at more than 10 imperial gallons a-day. But I am not driven to contend that 10 imperial gallons is enough. I do not contend that it is enough, and I show that under the present act they can give 17 imperial gallons to every individual that wants the water. Their own witness Mr McKain has proved that 16 gallons per day, even according to his views, is a very full supply. My Learned Friend asked in the most *naïf* way, why should not we give 27 imperial gallons? Here, he says, we are ready to do it. Is it not better that we should give a larger quantity if we can do it? I say in the words of the proverb, "enough is as good as a feast;" and it is a great deal better than a feast, if the feast is to cost you three guineas a-head.

Mr RUTHERFORD—It is enough for those that have to pay for it.

Mr TALBOT—Now, Sir, so far from this being true, which my Learned Friend has suggested to the Committee, that the supply which has already been given in point of quantity was complained of, and which he adduces as the ground—and very reasonably adduces as the ground, if it were true—for saying that a much further supply is needed, so far is that from being the fact, that my Learned Friend has been utterly unable to prove that, up to the year 1842, there was any complaint of the deficient quantity of the supply. In 1842, in this very advertisement of the Company which I have already read to you, the advertisement of the 1st

of October, I find it stated thus—"In the mean time, however, so completely unprecedented, and so totally unlooked for, has been the drought of the present year, a drought which has not only so affected the greatest rivers in the country, as to deprive them of water for driving the mills upon them, but has extended its baneful effects—(this is extremely like Joint Stock Companies' language)—its baneful effects to the rivers on the Continent, the Elbe being quite dry, and all the mills on the Pirna stopt, that not only has the whole of the water in the Compensation Reservoir been exhausted, but the quantity of water has been so reduced that although the Company has brought into the town all the water within their control on the Crawley side of the hills, it only amounts to 92 cubic feet per minute, in place of 250 cubic feet, the quantity usually brought in." So that the supply of last year was 92 cubic feet, equal to about five gallons per head, instead of 27, which my Learned Friend talked of, and likely therefore to produce complaints as to the quantity, but which were altogether absent as long as 190 from Crawley, and 40 from Comiston, formed the average supply to the citizens of Edinburgh. I say the case wholly fails, so far as it rests upon the allegation which would lead to the conclusion of a preposterous supply, like 27 gallons per head being required. It is quite sufficient if I show a power to obtain under the present Acts a supply that would treble the amount under which the town of Edinburgh suffered during last summer, and of which limited supply alone the complaints were made. Now, allow me here to dispose of one topic which has been introduced about the levels, with reference to supplying the higher ridges in the city, that was discussed by Mr Jardine in his evidence. I have already proved to you that we are in a condition to fill the Crawley pipe to the utmost of its capacity,—I have already disposed of that topic. But as to the levels, it was said, that the fountain-head of Torphin is very much better than the fountain-head of Crawley. They say it is 200 feet above the present reservoir. No man living who knows the country, still less Mr Jardine, can dispute that there is a sufficient height at Crawley to supply the highest parts of the city. With respect to what has been stated as to the want of power to keep the water upon the higher ridges of the city, that is very easily accounted for, I believe, upon the principle of the commonest hydraulic knowledge,—that unless the pipe is full, you will have a difficulty in distributing the water equally over the undulations of the ground. The water will always sink in the lower bends of the pipe, and the higher parts be left dry when the pipe is not full; but this has nothing to do with the height of the cistern. Nobody can dispute that the present elevation is sufficient, if the pipes were full. It would be a gross reflection upon Mr Rennie and Mr Telford to suppose that the level of Crawley is not sufficient properly to supply the town of Edinburgh. We have nothing to do but to establish the proposition, that the pipe may be always fully supplied from the springs included in the act of 1826, in order to get rid of any supposed inferiority upon that ground; for whatever might be the height of the fountain-head, the higher ridges of the town would not be better supplied with water than at present, unless the pipes were always kept full.

Those were the terms of the act of 1826, and those were the advantages which the public were to get. There was no direct compulsion introduced into this act, and that good easy man, Mr Trotter, was most unfortunately too credulous regarding the good faith of the Company. For what has been done under that act? Even the Black Springs, which were the subject of enactment in 1819, twenty-four years ago, flow as they did in

the year 1818, and have never been touched—touched by law it appears they have been, for one of them has been the subject of litigation; but so far as concerns the bringing them to Edinburgh, not one drop has been brought from that source. So with regard to the Bavelaw Springs, they have not been touched. The Listonshiells Springs remain precisely as they were. But has nothing been done? Oh yes; the purchase of the springs has been completed; we have been paying interest year by year, as each rate was levied upon the purchase-money; but beyond the supply of the sheep that have grazed upon the Pentland Hills, not a drop of the Bavelaw, or Listonshiells, or Black Springs, has been otherwise tasted. The Listonshiells Springs alone cost L.5559, and were purchased and paid for in 1826, at the expense of the inhabitants, who have been paying interest on this sum ever since. But the purchases have answered this good purpose, they have kept other people out of the market of competition, and have secured to this Company the monopoly they enjoyed, and of which they have made the use you now perceive. That this was their only object, is plainly evinced by what took place then, and it is still more strongly established by what is taking place now. In the meantime, down came the waters from the Glencorse Burn, with the washings of the sheep, and the taint of manure, as I am told, in large quantities, by which the water was often reduced to such a state as to be perfectly unfit for use.

Mr RUTHERFORD—There is no evidence of all this.

Mr TALBOT—I beg pardon if that be so. It arises from my having so strongly imbibed the prevailing impression. I will assume that it is average water. I will suppose, at all events, that it is Glencorse water. No, it is not Glencorse water; it is water taken out of the Reservoir, where it has been exposed to all the evil effects of heat and other sources of injury and impurity; and the Company have been obliged to pay the millers, who were entitled to be supplied from the Compensation Pond, at the enormous rate of L.4000, which we shall probably be obliged to pay.

Mr CRAWFORD (Counsel for the Water Company)—My Learned Friend is mistaken. There was none of that water from the Reservoir; the truth is, that what the millers were compensated for was this—The Company were bound to keep the Reservoir full for the millers. If they failed to do that, the millers were entitled to compel the Company to give them the Crawley Springs. The Company, in order to preserve for the public the Crawley Springs, paid the millers a large sum. The public of Edinburgh were not supplied out of the Reservoir; the public of Edinburgh were supplied by the Crawley Springs, and the millers were not supplied.

Mr TALBOT—I must strangely have misread and have misconstrued the evidence, unless it appears that the millers' water was taken to supply Edinburgh.

Mr RUTHERFORD—I do not think that appeared. I think that Mr Crawford has correctly stated what appeared.

Mr TALBOT—I would rather take it so at once, if there is any doubt upon the subject. Let it be assumed that the water last year supplied to the town of Edinburgh was good in quality. It is sufficient for me, that, upon the showing of the Water Company themselves, the supply was reduced to five gallons a-head, of which I have spoken.

Now, though the people were drinking water at that limited rate of supply, I beg to call the attention of the Committee to the expense at which they were drinking it,—an expense which will be utterly useless in case the Company are permitted to get this bill, and to act upon the manuscript clause G

41. The additional outlay to enlarge the Crawley pipe was L.30,000; and L.5559 was proved by Mr Cameron to have been paid for the Listonshiells Springs; L.864 for the survey; L.400 for the Black Springs; L.364 for the land of Malleny, and L.950 was paid for the Bavelaw Springs, making a total of L.38,237, which at four per cent. has formed an annual charge upon the water rates of this town to the amount of nearly L.1600. Now the total revenue of the Water Company is about L.16,000, and therefore the interest on this unproductive expenditure is ten per cent. upon that amount. I am, therefore, unquestionably entitled to argue, that if these springs are not by your decision to be brought into the city, there has been an useless throwing away of that amount of capital. In that case, the inhabitants of Edinburgh are now paying at least 10 per cent. beyond what they ought to pay, and that same sum of L.1600 which they have paid year by year, if it had been saved, would by this time have extinguished the present debt, and the amount of rates now levied to meet the interest of that debt would be *pro tanto* reduced, and the burdens of the rate payers proportionally diminished. Besides this, we are to be saddled, according to the evidence on the other side, with the addition of the L.4000 paid to the millers—for I have not heard a syllable to lead me to believe that they intend to pay that sum out of the dividends of the proprietors. That L.4000 they will attempt to pay out of the surplus of the rates, or out of the produce of the new shares that have been sold; and if they succeed in the attempt we shall have to pay interest upon that sum also.

Now, I say, we have not had the water which we were entitled to have under the act of 1826. Not one drop of the water which the Company contracted to bring in under that bill, and which Parliament in 1819 had foreseen and recognised the expediency of hereafter bringing in—not one drop of it have we received, although we have been paying a great part of the expense of it. Moreover, since the year 1819, the water which we then had has been divided by the important addition in 1826 of the town of Leith. Thus, instead of our receiving the whole of the addition contemplated in 1826, Leith has been sharing with us what we received in 1819, when our own population was not nearly so large as at present. We have not even had what we were then entitled to receive, for the Black Springs, which the Company were authorized to take by the act of 1819, have never yet been brought in.

Now, I pause to ask whether this is the way in which Parliament ought to be trifled with, and whether Parliament will not right itself and see its own cause vindicated, and come to a decision with a view to the decorum, I might almost say of legislation,—not suffering its enactments to be treated as of no avail, as matters just put upon the statute book for the purpose of removing competitors from the field, and then laid aside as mere waste lumber, and the contemplated benefit altogether withheld from the public.

Now matters remained in this state till the year 1842. It appears, upon the authority of their own Chairman, that in that year the unusual drought brought matters to a crisis. The natural relief which is usually found in such cases, if things are left to themselves and undue legislation does not prevent it—the natural relief to the citizens of Edinburgh seemed likely to be found in the usual quarter. A number of the inhabitants formed a New Company, and there was a prospect of competition. The citizens of Edinburgh were perfectly contented with this state of things, and upon the principles of political economy, the best thing they could do was to sit still, and to leave the

rival parties to fight out the battle, considering that the protection of the third party would be found in the competition of the other two; and until the extinction of that Company they preserved that wise, temperate, and judicious course, as distinct as possible from that "warped state of feeling" and that "excitement of local prejudice," of which so much is made in the printed case which the promoters have laid before you.

Upon the starting of this New Company, we again see precisely the same results as followed from the rival Company of 1826. The Old Company at once were plunged into a state of frightful activity, and the same course of conduct which had been before practised, is again resumed for the very purpose of producing an impression upon the public mind, with a view to increase the difficulties of the projected Company, to detach parties from the other side, and to attach them to themselves. Then commenced anew the system of advertisements, which was practised with so much success in 1826. I am not unmindful of the observations which fell from the Dean of Faculty upon that subject. I confess I was rather sorry to hear them, because if the mind of the public is to be operated upon by information upon a subject like this, coloured and distorted, and if then their advocate, in the Committee-room, is to get up and say, give us the bill, and we do not care what nonsense has been issued in the advertisements, I confess I think there is something humiliating in the suggestion. Their advertisement of October last said,—"*Under these circumstances, and to prevent the recurrence of such a state of matters, the Directors have resolved to recommend to the Company to adopt immediate steps, not only for making another reservoir, but for bringing into Edinburgh the water from the springs on the north side of the Pentlands, which will afford an overflowing supply.*"

Now, is it not a little too bad, is it not a little fast toleration, that we should now, in this room, have gravely to contest the question, whether the Bavelaw and other springs included in the act of 1826 will afford a sufficient supply? In the teeth of the proceedings of 1826, in the teeth of the recommendations of Mr Rennie and Mr Telford, in the teeth of Mr Jardine's measurement, in the teeth of this advertisement of the 1st of October 1842, where I find it, so to say, under the hand and seal of the Company, that those springs are sufficient to afford an overflowing supply,—in the teeth of all this, what do they do? They bring before you a bill which does nominally empower them to take those springs to Edinburgh, but it in reality gives them the go-by, and proceeds nine miles further off to take other springs.

Mr CRAUFURD—The Company are willing to bring in those springs altogether.

Mr TALBOT—They do not say so.

Mr RUTHERFURD—I think it was almost admitted by the Dean of Faculty, speaking of the advertisements.

Mr CRAUFURD—I am instructed to state, with reference to clause G 41, that instead of bringing in the two distant springs of Colzium and Harperrig only, they are perfectly willing to bring in the whole springs.

Mr ELLICE—That is the first time it has been stated.

Mr TALBOT—It is perfectly safe to make that statement,—it binds nobody. The observation, to which my Learned Friend particularly objects, was that in which I said, that they did not intend to bring in those Bavelaw Springs. Now nobody denies that the first act did enable them to bring in the Bavelaw Springs, and now they come here with a manuscript clause, never yet seen in Edinburgh for ought that I know, which binds them—not to take the

Bavelaw Springs—but to take the Colzium Springs to the exclusion of the Bavelaw.

CHAIRMAN—Have you any objection to the Committee taking that statement, put in now by the parties, that they are willing, if the preamble is passed, to introduce a clause obliging them to take in the Bavelaw Springs?

Mr TALBOT—With great deference, that is a question which ought not to be addressed to me. If the Committee are satisfied with such a statement, that is for them to decide. With respect to any confidence I should place in any statement on the part of the Water Company, with the greatest respect for my Learned Friend, I confess, upon past experience, "*Timeo Danaos et Dona ferentes*," because I have seen something of the compacts of 1826, and the mode in which they are fulfilled, especially in the teeth of acts of Parliament.

Then, in a paper of the 15th of October there appears this advertisement; and this was just the time when the New Company were issuing their notices with a view to introduce a bill into Parliament. "The Company may also advert to a newspaper report which has been recently repeatedly made, that they had failed to obtain springs which they were authorized to take by their act of Parliament, by permitting the time to elapse within which they were limited by the act to acquire them, and that they were now going to apply for a new act for power still to take them. For such a report there is no foundation. They have secured all the springs they were ever authorized to take, and could bring them into Edinburgh without any new act."

Now, I ask the Committee again to contrast this statement on the part of the Company, with those mysterious allusions which my Learned Friend Mr Austen has made with respect to the expiration of their powers under the act of 1826. That is another point in the case which bears immediately upon the subject of these advertisements. They state that they have the power to bring in all the springs without a new act, and that they have already secured them. Then why do they come for a new act? Can there be any other than one answer to that question? They come for a new act for this purpose, and this purpose only, to get possession of the only alternative which the city of Edinburgh have in the shape of a possibility of competition,—to get possession of the Colzium Springs, and to shut the door against the resuscitation of the last, or the creation of any New Company.

Now, again, so late as the 15th of December last, the Chairman, Mr Learmonth, a gentleman of great acuteness, undoubtedly, and, I dare say, of great respectability also, addressed a meeting of the Company in the most guarded manner, beginning his speech in these words:—"As their proceedings were so narrowly watched by certain parties, he thought it necessary to say a few words on the various topics embraced in the report." There were reporters in the room, says my Learned Friend. This was no doubt part of their plan, and was all done with a view, by their publications, if possible, to strangle the New Company. "The Listonshiells and Bavelaw Springs would be brought into the city as soon as possible, and that they could do it without an additional act of Parliament." I cannot add to that by any statement of mine, and I forbear to make any observation upon it.

Then, I pass on to that which followed next in point of time—the purchase of the New Company. They had given their notices with respect to Colzium. Up to the Pentlands goes Mr Learmonth, to treat with the Trustees of the late Mr Downie of Appin for the property. We have not any estimate of the value of it, but it was well sold, I dare say. He bargains for the whole property, never having, as far as we know from the evidence in this case,

been previously in treaty for it. Mr Learmonth is seized with a sudden desire to become possessed of the estate of the late Mr Downie of Appin, on the top of the Pentland Hills, where grouse can hardly live, and he gives L.12,000 for that property.

Mr RUTHERFURD—They are very good grouse. The grouse are remarkably good there.

Mr TALBOT—Not in December. In August, I dare say, they are. Now this purchase is next made over to the New Company. There is no question whatever, I humbly submit to you (and I speak under the judicial decision of gentlemen fully competent to decide upon the matter), there is no question that this purchase was altogether illegal. I need not discuss the question, for my Learned Friend, Mr Austen, was content to admit, on the part of the Company, that it was an illegal transaction; that is to say, that they exceeded the powers which they have derived from the act of Parliament. Now what does that show? It shows that the subsequent purchase of Harperrig, which was made from Lord Morton, was equally illegal, when they agreed to pay L.5 an acre per annum for from one to two hundred acres of land, which their witness, Mr Balfour, would not pledge himself was worth L.2, but as to which I believe he might safely have stopped at a much lower figure. The bargain was, that this rent was to be paid in perpetuity for the third part of it, and the principal sum for the remainder of it at 24 years' purchase. They agreed to pay this out of their funds, which it was an utter malversation to apply to that purpose. They agreed to pay these excessive sums in that illegal way. What does that show? It shows a determined resolution on the part of the existing Company to prevent the possibility of competition, at whatever risk, I had almost said at whatever sacrifice of character, but, at all events, at whatever infringement of the law and violation of the rights of their constituents. Because there is no question, whatever you may do with regard to this bill, there is no question that from this time forth until the extinction of the existing Company, attempts will be made to make the rent charge payable year by year to Lord Morton, and the amount by which the estate of Mr Downie of Appin may fall short of realizing the sum of L.12,000, a perpetual charge upon the payers of rates to the Water Company,—they having no right whatever to expend a farthing for these purposes, and the expenditure having been made for the purpose of prejudicing the interests of those very rate payers. It is no wonder that we heard nothing of this expense in the estimate for the new works. Mr Jardine included a sum of L.600 for the springs of Colzium; the rest was left to chance,—whether it might be brought out before this Committee.

But that was not their only device. We now come to the sale of stock. The Committee will remember that in 1826 there was power obtained from Parliament to create an additional amount of stock to the extent of L.118,000. It is in evidence upon the testimony of Mr Cameron and Mr Balfour, that since the passing of the act of 1826, the Company's stock had been at a premium of 60 per cent.; the L.25 shares sold for L.40. Now if the additional stock had been sold, as it ought to have been, at that period, the effect would have been this. If, say, L.50,000 of the additional L.25 shares had been sold at L.40, the rate payers would have had to pay 6½ per cent. upon the L.25, but at the same time they would have got L.15, plus the L.25, without any payment of interest upon it. In other words, by thus creating stock to the extent of L.50,000, they would have extinguished debt to the extent of L.80,000, and cancelled for ever the interest of the latter sum. Such a sale would have been beneficial. But even if their shares had never been sold I should not be here to complain, because so long as they confined

themselves to borrowing money at four per cent. or less, that was a better course for the public than dividing 6½ per cent. upon the amount of the capital. It was also a better course for the shareholders, because it restricted the profits of the Company to themselves. But the stock was sold when the rival Company was in the field, and when it was at a very trifling premium. They have sold L.49,000 stock, and according to the evidence of Mr Balfour, have realised only about L.500 of premium. If they had sold that at the time when it was at a premium of 60 per cent. the Committee will see what a vast difference it would have made. But we have now the prospect of paying 6½ per cent. upon the additional stock of L.49,000, and this at the very time that they gave notice to their creditors that the interest on the whole of their debt was to be reduced from 4 per cent. to 3½ per cent. In other words, they borrowed L.49,000 at 6½ per cent. in order to pay off L.49,500 bearing interest at 3½ per cent. And what is the pretence for their selling it at that time? Why, forsooth, they thought it would look better to have a less amount of debt when they came to Parliament. Was there ever any thing so farcical as that? They had power to borrow, and how could Parliament have found fault, even if they had borrowed to the full extent of their power? But the effect of this measure in the town of Edinburgh was that which it was intended and calculated to have. The effect of throwing L.49,000 of stock into the market at that particular time was just to divert from their purpose those who might have been disposed to take shares in the New Company, and so cripple its powers, and, of course, enlist in every purchaser of those additional shares so much more strength on the side of the Old Company, with a view to fight the approaching battle in Parliament. The result has been so far successful, and it was not to be wondered at. When you find the Chairman on the one hand saying that they could do without an act of Parliament, when you find the Company on the other hand enlisting parties on their side, by the sale of Stock at par, when you find them purchasing every spring which their opponents intended to take, illegally, in contravention of every duty which they owed to the public—and when you find such a course as this determinedly pursued, it is not very wonderful that such a course should have been successful, *per fas aut nefas*. However, the result was that the New Company died, receiving as golden nails to stick into its coffin L.1500, which sum we shall have to pay. Such is the pleasant position of the rate payers of Edinburgh, on whose behalf I am contending, not like my Learned Friend the Dean of Faculty, entirely without remuneration—that they are paying for both sides in this contest—directly to those whom they employ to protect their interests, and indirectly to those who are professedly promoting their advantage, but who in point of fact are committing the most deadly murder upon all their dearest interests.

It was announced that the Speaker was at prayers.

Mr RUTHERFURD—Will you be good enough to attend to the point to which I drew Mr Austen's attention—to what extent the powers under the act of 1826 are now existing, or are expired.

Mr TALBOT—I intend to advert to that.

CHAIRMAN—The whole Committee must wish to have that adverted to.

Mr TALBOT—Even if it were against me, I do not think it is insuperable.

Adjourned till Monday, at twelve o'clock.

MONDAY, 10TH APRIL 1843.

Mr TALBOT resumed—Sir, I have many things for which to thank the Committee, first, for the great patience with which they were kind enough to listen to my

observations on Friday last, and now for the time which has been allowed, in order that I might have the opportunity of addressing all the Members who are hereafter to decide the question. I am afraid that there are some Members still absent, but still I trust that the great majority of the Committee being here, some portion of that which I have to communicate will transpire throughout the rest of the Committee, and if so, I can have no fear as to the result of this case.

Now, allow me, in the shortest possible manner, to recapitulate what I said on Friday. I endeavoured first to explain the relative situations of the Company and of the public under the act of 1819, and as incidental to that, I had shown evidence that the works of the Company from Crawley had been constructed to admit of a gradual extension in the direction pointed out by the act of 1826. I showed, then, that under the act of 1826, the Company had become possessed of the several springs which were mentioned therein, and as this is a matter of some little importance, I would just advert to the state of the evidence upon the point, that there may be no question upon it hereafter, especially as my Learned Friend, Mr Austen, had the boldness to assert, that at this moment they are not in possession of the Bavelaw Springs,—a most material allegation, if true, but, unfortunately for my Learned Friend's argument, utterly unfounded.

Mr Balfour, in his examination by my Learned Friend the Dean of Faculty, says this—He is asked, "With respect to the Black Springs, from whom were they purchased? The Black Springs, there are a number of them, but the three which are marked in the plan A, B, and C, were purchased from the late Mr Ferguson of Raith, the supposed proprietor of the whole of them. When was that? In March 1820." So much for the Black Springs. Then he goes on with respect to the eviction from them of the half of spring A, which, he says, amounted in whole to 15 feet. Then as to the Listonshiells Spring, he is asked, "At what time did they purchase the Listonshiells Springs? They purchased the Listonshiells Springs in July 1826. After the act of Parliament had passed? After the act of Parliament had passed in May 1826."

Now for the Bavelaws. "In the spring of 1833," that was the last of the seven years allowed for purchasing springs by the act, and the date will not be immaterial for another purpose. "In the spring of 1833 (we were entitled to take those springs within seven years after the date of our act of Parliament in 1826), we made an application to Mr Johnson for them—in the end of the spring of 1833. Did you make an offer for them? We did. Did Mr Johnson accept or decline the offer? He declined the offer. We offered I think L.750 for the springs, and five acres of ground to collect the waters. Was an application then made to the Sheriff to take them under the compulsory powers of the act by a Jury? There was. Did a Jury fix the amount? They did. What was the sum. The whole sum was L.950. I think they put L.800 as the value of the springs, and L.150 as the value of the land." Then he says, "Has that money been paid?" Now, the next question discloses the only foundation for my Learned Friend Mr Austen's observation, "Has that money been paid, or is the transaction settled yet? The money is not paid—the transaction is not settled, but the money has been consigned in the Royal Bank of Scotland with interest. There is some dispute yet with Mr Johnson as to the terms of the disposition. Then it is not adjusted yet—the springs were never acquired by the Company? Yes they were acquired—

the time for preparing the pleadings was rather short, and Mr Johnson applied to have the time prolonged for giving the pleadings, and we declined doing that because we were afraid that if we allowed the time allowed by the act to expire, it might affect our rights, and therefore we stipulated that he should grant us an obligation to give us a disposition. The trial by Jury took place in 1833. I think it took place in August 1833."

You have therefore the purchase. The conveyance is not made out, but it is substantially to all intents and purposes the same thing. This is quite plain upon a moment's consideration. In every railway act or canal act there is always a power, in the event of the title to the land being disputed, to take the same course which was followed here.

In the act of 1826, section 51, it is enacted, in the same manner, "That upon payment of such sum or sums of money so to be awarded and adjudged to the party or parties concerned, or legal tender made to him, her, or them respectively, either personally or at his, her, or their usual place or places of abode, or upon payment thereof into the Bank of Scotland, the Royal Bank of Scotland, or Bank of the British Linen Company of Scotland, in manner by this act directed, within three calendar months after such sum or sums of money shall have been so awarded or adjudged, it shall then, and not before or otherwise, be lawful to and for the said Company, and to and for their agents and workmen, to take possession of and dispose of such springs, brooks, streams, grounds, houses, or other premises for the purposes of this act," thus giving them power to take possession upon consignment of the money into one of those Banks. And then there is a provision in the 55th section, which gives a power of settling how the money is to be paid, in the event of any dispute as to the title.

Now, within these last few days, and why I do not know, unless it was to make my case perfect from beginning to end, they have chosen to consign this money in the Bank of Scotland; they have paid it in with interest from the time that the award of the Jury was made, admitting that from that date Mr Johnson or his representative was entitled to that sum, and they may, therefore, commence their works within three months, in terms of the act. Thus it is idle to discuss the proposition whether these parties have or have not purchased the springs. They have taken them under the act of Parliament; it is impossible to evict them from them. They are in possession of those springs.

Now there has been another difficulty—what I may call a physical difficulty, in the way of the operation of the act of 1826, set up by my Learned Friend Mr Austen, which is equally without foundation. My Learned Friend says, "we have only power to take 180 acres there for the reservoir (that is not strictly so), but now we want 280 acres." And then he quotes the evidence upon that subject, but quotes it not so accurately as I could have wished. The fact is, the quantity of land now required for this reservoir now could not be very different from that required for the purposes of the act of 1826. We have it distinctly upon the evidence of Mr Jardine, that so far from more land being now required for reservoirs to compensate for additional springs to be taken, the waters of the Bavelaw have seriously diminished; and yet you are gravely asked to believe, upon the *ipse dixit* of my Learned Friend Mr Austen, that there is a practical difficulty in working the act of 1826, because, whereas they have only power to take 180 acres, they now require 280. Now why? Suppose there is additional water to come down from Harperrig Springs into this reservoir, or suppose

that the line of the proposed works renders a fresh construction necessary, are you to set aside at once the opinion of Mr Rennie and Mr Telford, and Mr Jardine himself, who deposed to a plan which shewed that 180 acres were sufficient?

MR RUTHERFURD—I think it is immaterial with reference to the capacity of this reservoir, whether the quantity produced in these springs has risen or not. In the act of Parliament the quantity contemplated to be taken was a quantity not exceeding 1200 gallons per minute. There was no greater quantity to be provided for. Then, knowing that that quantity might possibly be required to be compensated for, they had the opinion of Mr Telford, and Mr Rennie, and Mr Jardine, that 180 acres were sufficient for a reservoir to contain that quantity of water. It is immaterial therefore what the produce of the springs might be. If they were diminished there is the greater force in your argument. But suppose the produce of the spring had very much increased, still it is plain that Mr Rennie, and Mr Telford, and Mr Jardine, have said that that was ground sufficient to make a reservoir of capacity enough to give the compensation provided by the statute, namely, 1200 gallons per minute. Therefore it has nothing to do with the capacity of the springs, which might afterwards be ascertained to be greater or smaller, because it was a reservoir for a known quantity. The elements were all known.

MR TALBOT—That is undoubtedly true. There was a full knowledge of all matters connected with the capacity of the springs, and the only change between that day and the present day arises from the result of Mr Jardine's evidence, which is to the effect that the water had diminished, which makes it *a fortiori* for me. I cannot help thinking that if my Learned Friend Mr Austen had felt any great confidence in his ground on the act of Parliament, we should never have had that thrown at us. There is another observation arising upon section 33 of that act, which creates a tribunal to ascertain the quantity required, and which therefore makes it necessary for my Learned Friend to shew that 280 acres had been ascertained to be the quantity wanted before that quantity can be required to be provided for, because Mr Rennie, and Mr Telford, and Mr Bald, or either of them, were constituted a tribunal to fix the quantity that would be wanted, and the construction of the works; and my Learned Friend cannot say that he requires more land till that shall be ascertained by reference to the proper tribunal.

Now, pursuing what passed on Friday, I was insisting that there was strong evidence before the Committee, not only upon the subject of the quantity last year supplied, but also upon the quality of the water sent to Edinburgh. Some Honourable Members appeared to think at the time that I was overstating the evidence of the inferiority of the quality. I have since referred to the evidence, and I can point to several passages, both in the evidence of Mr Paterson, and of Mr Balfour, and of Mr Fife, and even Mr Jardine, to this effect, that the quality had been greatly complained of. I think I can bring it to your recollection, if disputed, that when Mr Jardine was in the box, when we were discussing the quantity of filtered water, it appeared to the Committee absurd to filter ever so much water, if you are to put into it unfiltered water from the same burn. I had been next occupied in showing how inconsistent the course which has been taken was with the constant professions of the Company. I hope I have made myself understood upon this subject. The moment a New Company shewed its head above the surface of the water, it was inundated and drowned with statements made with the greatest skill—with the greatest determination to sail

as near to the wind as possible, and yet to hit the Company between wind and water, in the part where it would be most fatal, and the effect of the statements so put forth by them was such as could not fail to effect the destruction of all possible means of redress by way of competition.

Now, pursuing this subject, I proceeded to show, and I think satisfactorily, upon the evidence, that by the provision made by Mr Rennie and Mr Telford in 1812, with a view to the supply of Edinburgh, we could fill the pipes far better than they have ever been filled; because we proved that, even admitting the deduction which Mr Jardine insisted upon, we should, with 39 feet of filtered water, have 250 feet per minute, which is the full capacity of that pipe, having, besides, the quantity derived from Comiston, Bonally, and Swanston.

CHAIRMAN—Is not that part of the 250?

MR TALBOT—No, it comes from a totally different quarter, and by different pipes. The average supply from the Crawley pipe, including the Glencorse Burn water, is 190 feet. Of that there are but 52 feet from the Crawley Spring; the rest is all Glencorse Burn water. Then you have heard that by consequence of that abstraction of the Glencorse water, complaints have arisen on the parts of the millers, who are entitled to that water. Now, I wish to submit, as a feature of recommendation of the plan of 1826 of bringing in the Bavelaw and other springs, that while it affords a means of dealing with the Glencorse water to a small extent for the supply of the city, it leaves a much greater quantity of it than is now given for the supply of the millers. It is perfectly consistent with all that is proved, that if we had been acting upon the act of 1826, and taking only 39 feet of the Glencorse water, instead of 138 feet, which we have been taking, the complaint of the Glencorse millers would never have arisen, and we should not have had the prospect, which we now have, of being saddled in the shape of a rate, with the payment of compensation to them.

MR RUTHERFURD—Supposing you brought the Listonshiells and the Bavelaw Springs to the extent of 166 feet per minute into the Crawley pipe, the Glencorse millers would have no right to ask you to withdraw a single drop of the Bavelaw water, because that is a spring which does not belong to them; it does not supply their stream; so that if that was brought to Crawley, you have a clear supply to Edinburgh of the 166 cubic feet per minute.

MR TALBOT—Yes; and we release for the millers about 100 feet per minute of the Glencorse water, which they cannot get now, because we take it to Edinburgh.

SIR THOS. HERBURN—Where do you get the 166 from the Bavelaw and Listonshiells?

MR TALBOT—I get it in this way. Mr Jardine's measurement under the act of 1826 was as follows:—The Bavelaw Springs 57; the Black Springs 22; the Listonshiells Springs 124—making a total of 203 cubic feet.

SIR THOS. HERBURN—That was in 1826?

MR TALBOT—Yes, in 1826, 1827, and 1828, measured by him under the arbitration clause. Then he says, Oh, but in that the Cow Burn and Coldwell Springs, producing 37 feet, were included. Now I take the liberty to say, that I cannot reconcile that with the figures, but yet I have, for the sake of argument, deducted the sum.

SIR THOS. HERBURN—The reason why I asked the question is, that Mr Jardine's evidence gave us 116 cubic feet for the discharge of the Listonshiells and other springs, and I do not understand where you get 166.

MR ELLICE—That does not include the Cow Burn?

CHAIRMAN—That is Mr Jardine's evidence originally. Of course Mr Talbot was entitled to shake it in his cross-examination.

Mr ELLICE—He afterwards, in his cross-examination, said, he estimated the Listonshiells at 124 cubic feet per minute.

Mr RUTHERFURD—There are the Black Springs besides—A, B, and C.

Mr ELLICE—Then he said there was, in 1826, 124 cubic feet; he gave that in cross-examination.

Sir THOS. HEPBURN—I want to know what date Mr Talbot is alluding to?

Mr TALBOT—He says, in his re-examination, that the 203 feet comprehended Cow Burn and Coldwell; they are comprehended in the present estimate. I think they were not included in the act of 1826.

Sir THOMAS HEPBURN—Deducting 37, that leaves 166, but that was in 1826.

Mr HOPE—1826, 1827, and 1828, taking the average of those three years.

Mr TALBOT—The distinction you draw, Sir, is, that it is not so at the present time. Now, upon that I have to say this. Mr Jardine acted in 1826, 1827, and 1828, measuring judiciously, along with Mr Bald, to get the average of three years. He takes the measurement again, but only once, on the 11th October 1842, after a year of unprecedented drought, and thus brings down the quantity to the figures which he chooses to state; but at the very same moment, or rather a month thereafter, the Chairman of the Company unquestionably stated to the public of Edinburgh, for reasons best known to himself, that they had an overflowing supply from these springs, which they could bring into the town, under the powers of the act of 1826. I beg that what Mr Jardine states may not be taken for gospel in this room. I am sorry to say, I cannot attach that credit to Mr Jardine's evidence that I could wish, and I conceive it is safer to look to what Mr Jardine did in 1826, 1827, and 1828, when acting judiciously along with Mr Bald, rather than to take his single measurement of 1842, as the criterion of the yield of those springs, after a summer of unprecedented drought, and to assume that this single measurement should set aside all the others.

In the re-examination of Mr Jardine by my Learned Friend this evidence occurs—"Are all the springs laid down in the plan which form the basis of your calculation?"—"Yes." "In 1826 you made a calculation of the springs amounting to 203 cubic feet per minute. Did that comprehend the Cow Burn and Coldwell?"—"The 203 cubic feet did." "Are the Coldwell and the Cow Burn comprehended in the present estimate?"—"Yes." "Were the Cow Burn and Coldwell embraced under the act of 1826, or were they not?"—"I think they were not." Then deducting the 37 from the 203, that would make it 166. Now the present estimate is 153, that makes a difference of 13.

CHAIRMAN—That is the examination in chief.

Mr RUTHERFURD—Then I understand that Mr Jardine reduces the yield of the Bavelaw Springs to 153.

Mr TALBOT—Yes.

CHAIRMAN—That is by taking off the $7\frac{1}{2}$, that brings it down to 159, and upon that the Dean remarked—"That makes only a difference of 6 from the present estimate."

Sir THOMAS HEPBURN—The 166 is the Bavelaw and Listonshiells Springs, according to the present measurement.

CHAIRMAN—He compared that with the 159, and the Dean of Faculty remarked—"After all, the difference is only 6."

DEAN OF FACULTY—Which he ascribed to the difference of drainage.

CHAIRMAN—If we take this as the true fact about the Coldwell and the Cow Burn, we have got the fact now clearly before us.

Mr TALBOT—Premising that dividing the quantity of water which we can obtain under the Act of 1826, by the population of Edinburgh, Leith, and suburbs, it would produce about 17 gallons a-head, I proceeded to insist, that upon every consideration, whether of the compact between the public and the Company, or whether upon the manifest economy of applying to beneficial purposes that great outlay of L.38,000, which I have shown to you had been made and saddled upon the town upon the faith of the supply hereafter coming from Bavelaw, I insisted, that we were entitled to have all these springs brought into the town at any rate; or, in other words, that we were entitled to have the act of 1826 implemented, as they say in Scotland, before any further legislation should take place upon the subject. And more especially I insisted upon that proposition, when the effect of the opposite course would be to prevent the town of Edinburgh from ever having the means of redress in their hand in the shape of competition. That was the point at which I left off, and I was about to add to that the considerations of cost, which appeared to me to be of a most material kind.

Now, Mr Jardine has said, that 162 feet of water can be got from Colzium, as to which we have not thought it necessary, in the exercise of the best discretion we could find upon the subject, to call any witnesses to contradict his testimony, and therefore I am not entitled even to say that that is an exaggerated statement. I take it as Mr Jardine stated it, that that portion of the springs will produce 162 feet of water. Mr Jardine said, that that water was to be obtained at the cost of L.82,000.

CHAIRMAN—That is Colzium, Cairns, and Harperrig.

Mr TALBOT—Yes, the new springs which are for the first time purchased. Mr Jardine put the cost at L.82,000 for the 162 feet of water. Be it always observed, that the L.82,000 does not include the purchase to be made good to Mr Learmonth. It includes a small portion only (L.600) of the L.12,000 attributable to the purchase of that land. It does not include the permanent rent charge to Lord Morton, nor does it include all the purchase money of that property. It does not in either of those cases include the bulk of the purchase, for the calculation is made independent of those considerations. But take L.82,000 to be the whole cost of bringing in 162 feet of water from Colzium. Now, if any Honourable Member remembers enough of long division to do that sum, I believe he will find it amounts to the cost of L.500 a cubic foot, at which that water is to be brought to Edinburgh, being, of course, to be met by a corresponding rate in all times hereafter.

CHAIRMAN—In saying that, do you assume the whole length of this pipe to be made for no other purpose except bringing in those distant springs, without any collateral advantage derived from the bringing in the Bavelaw and Listonshiells Springs?

Mr TALBOT—No, the whole estimate is L.111,000, and I asked Mr Jardine what was the portion of the L.111,000 which he attributed to Colzium alone. It is possible that some portion of that may have reference to the continuation of the pipe, but you have from Mr Jardine that L.82,000 is attributable to Colzium. Now, L.82,000 for 162 cubic feet of water, would cost at the rate of L.500 a foot. And take Mr Jardine's estimate of the Bavelaw and Listonshiells Springs, as made in 1826, producing 203 cubic feet, and you find that for L.36,000

we could get 203 cubic feet, which is less than L.200 a foot. Now, how do I get this L.36,000? In this way. Mr Jardine says that L.43,000 was the cost which was calculated for bringing in the Bavelaw, Listonshiells, and Black Springs to the Crawley pipes in 1826. We have heard something of the extraordinary prosperity of Edinburgh at that time. Every body knows that the year 1826 was perhaps a more speculative year, and one of higher prices, than we have ever had since 1815. And therefore I put it to Mr Jardine whether it would not cost a great deal less now, and he admitted a deduction of 15 per cent. But I believe that amount to be under estimated. I know that the price of iron, which is a material ingredient here, is 50 per cent. reduced. And it is well known that the wages of labour are reduced in a much greater proportion than 15 per cent., and therefore the difference in the cost would amount to much more than 15 per cent. However, again I am content to deal with the evidence I have got, and to assume a reduction of 15 per cent., which would reduce the amount to L.36,000, as the cost of bringing 203 feet of water from Bavelaw to Crawley.

CHAIRMAN—You do not mean 203 cubic feet in addition to what you have now got?

Mr TALBOT—Yes I do.

CHAIRMAN—How are they to get it in?

Mr TALBOT—We can take it all in by displacing all the Glencorse water.

Mr RUTHERFORD—I understood you to mean nothing more than this, that if the 203 cubic feet were brought by the Crawley pipe, it would cost L.200 a foot.

CHAIRMAN—By displacing the other water?

Mr TALBOT—We must displace the burn water. The millers would get the benefit of that, and we should get spring water instead of partly burn water. But assuming that Mr Jardine is right, that we must be limited to 166 cubic feet as the produce from Bavelaw, instead of 203, we should get the 166 feet for L.217 per cubic foot, instead of L.500 per cubic foot from Colzium. Then, I would ask, supposing that to be so, upon this contrast of circumstances can there be the least doubt as to what economy would dictate, supposing you are looking, as I hope and trust you are, to what is for the interest of the public? Suppose, instead of sitting here as a Committee of the House of Commons, you were sitting as Commissioners of Public Works to ascertain in what way it was right that Edinburgh should be supplied with water, I want to know whether it would be possible to say that it was for the interest of the public that the works should be extended to sixteen miles to get water at the expense of L.500 per cubic foot instead of getting it at the distance of nine miles at L.200, or at most L.217 per cubic foot? I can well understand that other considerations affecting the interest of the Company may intervene, but if you are to look at the good of the public only, which is all you have a right to do, representing only the public, I cannot understand how that consideration is to be at all surmounted.

CHAIRMAN—I do not consider it quite competent yet. I am unwilling to interrupt your argument, but I think, in fairness to the Company, you should take the estimate of the whole increased supply that they give, and not take in Colzium only, and contrast the expense of bringing the Colzium the additional distance with the expense of bringing the Bavelaw and Listonshiells by a shorter route. Now I think you should see what is the cost of the whole increased supply proposed to be brought in by the new plan through the new pipe, and then we shall see what is the comparative cost.

Mr TALBOT—Allow me to point out how I have been

obliged to deal with the subject by the sinuosities of the course on the other side. They put in a clause which only pledges them to bring the Colzium water down.

CHAIRMAN—That will be matter for consideration. But if you wish us, in voting for the preamble, to take their plan as given in, and to contrast the expense of it with your plan, I think you should take the plan as a whole, and see what the expense of it is.

Mr W. MARTIN—There is one other thing, as there is an interruption, which I wish to bring under your notice, and that is, if the whole 166 feet which can be brought was to be brought at an expense of L.36,000, it would be L.217 per foot. But there is only room in the pipe for 60 feet more.

CHAIRMAN—He takes credit for the whole amount being of good water, instead of bad water.

Mr W. MARTIN—I think we should look to see what it would cost per cubic foot, if they only brought enough to fill the pipe.

Mr TALBOT—Allow me to submit, that all the acts of Parliament have entitled us to "good and wholesome water," and I feel confident, upon the result of the evidence, that this is what we have not had. And if I can prove that by means of those springs which these parties undertook to bring into this town, they could displace that bad water, and supply instead of it good water, I think we are entitled to have it put into the Crawley pipe; and with this great additional advantage, that whereas in a season of drought they have been obliged to spend in a single year L.4000 to compensate the millers for depriving them of this bad water, we shall get rid of that difficulty. Then with respect to what you were suggesting, Sir, as to the mode of calculation, you were good enough to say, that in mercy to the promoters of the bill we ought to look at the whole of the plan. Sir, I can only deal with this plan as it is suggested by the promoters to me. It is all very well when the shoe begins to pinch to say that they will bring in the whole; but what they have tendered to Parliament, and what the public of Edinburgh have sent me to oppose, is a clause obliging them only to bring in the Colzium waters.

CHAIRMAN—That is a clause, I suppose, put in in consequence of an allegation of the opponents, that they did not intend to bring in that water at all.

Mr TALBOT—No, that clause was shown to me before I appeared in this room. It is a most extraordinary system that has been pursued, and this is not the least extraordinary part of it. However, I have been dealing with the facts as I find them. But I believe, Sir, if you will make the calculation you have been suggesting, by taking the cost of the whole supply, you will find that it tells still in our favour. But allow me to say this, that I am prepared distinctly to show that 250 feet by the Crawley pipe is enough, in addition to the 40 feet from Comiston; and therefore I do not feel pressed with the calculation of an amount which is excessive beyond any thing that the city requires. In my humble judgment, every shilling that is laid out beyond this L.36,000 is an unnecessary permanent charge from the moment that you are satisfied that there is a sufficient supply from Bavelaw and Crawley. Now, if that is the course which, as unprejudiced parties, sitting in the character of Commissioners, dealing with a public object, you would pursue, one is driven to ask what is the reason that a different course is pursued by the promoters of the bill? The ostensible reason which is propounded here before you is, that the supply which we could get in that way would not be sufficient. Now let me pause a moment to examine that proposition, because if ever there was a proposition directly contradicted by

their own evidence, this is so in my judgment. It is not disputed, that 250 cubic feet delivered out of the Crawley pipe, will, with the Comiston Springs of 40 feet, yield 17 gallons for every man, woman, and child in Edinburgh, Leith, and suburbs. Now they have called a very respectable gentleman of the name of M'Kain, who comes from Glasgow, and Mr M'Kain has given most important testimony upon these points. However, let me remark, that I proved out of Mr Jardine's own mouth, or what is far better, out of his pen, that 10 gallons a man is what Mr Telford and Mr Walker have thought sufficient. I do not say it is so, but it is rather singular to find the same person put into the box to prove that 27 gallons is necessary, and you may contrast that also with the statement publicly made by the Chairman, Mr Learmonth, as to the overflowing supply which meets him at every turn.

Now, M'Kain is asked, "Do you think that about 16 gallons a-day for each individual is a sufficient supply?" "There must (he says) be such a quantity sent in as shall compensate for the waste of washing out the pipes, and to provide that, it will be necessary to send in about 16 gallons a-day for each person. You mean 16 gallons a-day for each person who takes water? Yes." And in another part of his evidence, Mr M'Kain says, that in the average of towns which he has examined, this great city in which you are assembled also included, he finds that the supply averages about a hogshead, or 86 gallons per day for each family of five. Now 86, divided by five, will produce a quotient of 17, which is the precise quantity given here. Therefore, I think my Learned Friend, the Dean of Faculty, has satisfactorily proved to you, through Mr M'Kain, that a supply of 290 feet a-minute will give what his own witness has thought sufficient. Upon that point it would have been an unnecessary waste of time to have called any subsequent testimony.

Let me now call your attention to Mr Jardine's testimony as to what wonders he did subsequent to 1819. There was a most deplorable sight then seen in Edinburgh—there was water running to waste. One can imagine the sort of hydrophobic view that a Water Company's engineer would take of water running to waste. Allow me to call your attention to this passage in Mr Jardine's evidence:—"Reckoning the population (i. e. of 1819) upon the space supplied by the Company's mains, the population would be about 114,000? Yes, as nearly as I can make it out. Then taking the population to amount to 114,000, what quantity of gallons per day was the supply capable of affording to each inhabitant? About nineteen gallons, supposing no water was employed for manufactures of any sort. Supposing it was all used for domestic purposes? Yes. Do you know whether up to 1825 the supply brought in was constant? Yes. Was it in point of fact more than was actually required? Considerably more—a good deal ran to waste down some of the streets, and sometimes floated the cellars, and we were obliged to turn it off by a pipe along the Moond." And then he goes on to another point.

I am reminded that it is not immaterial that the act of 1826, in its preamble, when the supply was at nineteen gallons a man, recites that there was more than a sufficient supply for Edinburgh and Leith. Then I cannot come to any other conclusion myself, than that the reason which is here stated of the insufficient supply from Bavelaw, is not the real and true reason; and that there can be no question that the real object of this bill, at all events, I am entitled to say that clause G. 41 shows,—and the whole system pursued by the Company shows,—that the real object of this bill is not to bring

in the Bavelaw and neighbouring springs, but to get hold of Colzium to the exclusion of all other means of supply to the town of Edinburgh. That is the object of the bill, and I cannot sufficiently admire the adroitness of the tactics, or the indomitable energy which took Mr Learmonth up to the region of the grouse, in order to purchase these springs for the purpose of shutting the door against every possibility of opposition. But while one admires it, at the same time, in addressing oneself to the Legislature, one may say that it is not just the course which would be likely to produce public benefit. On the contrary, we all know that the only real and practical check upon public Companies, is either the existence, or if not the existence, the prospect of competition. Of this the Company are very well aware, and therefore it is, that having killed Sir Patrick Walker, by taking out of his mouth the Bavelaw Springs, they now proceed to kill Sir Francis Walker Drummond, by taking out of his mouth the "Fons Bandusiae" of Colzium. I hope the Committee will not think that is a course that ought to be encouraged. For our own part, we, as inhabitants of Edinburgh, referring to the past conduct of the Company, think that we have the most substantial reasons for dreading the tyrannical monopoly which would be possessed by them if the present bill were unfortunately to receive your sanction.

Now, having proved the existence of a supply, let me next show you, that, supposing they deal with Bavelaw, Listonshiels, and Black springs, they have the funds in hand;—about that there is no question. They have now an existing power to borrow L.62,000; and L.36,000, as summed up by me to Mr Jardine (including the usual addition of ten per cent. for contingencies), is the estimated expense of the whole necessary works. Assuming that the estimate of Mr Jardine is correct, and the existing power to borrow being admitted to be L.62,000, Mr Jardine has a margin of L.26,000, within which he may perform his works. If he comes at all within that margin, there are, therefore, means abundantly sufficient for the execution of all these works in the way we suggest. There still remains one question of great importance. The honourable member on the right of the chair (Mr Rutherford) did me the favour, as he did to my learned friend Mr Austin, to draw my attention to the effect of the act of Parliament, to which, unquestionably, it formed an essential part of my case to allude; and that remains to be discussed, as to whether there being physical power, and there being financial power to bring in the Bavelaw and other springs, the power under the act of Parliament remains.

Mr MACAULAY—What is the clause?

Mr TALBOT—Perhaps the next observation I am about to make will render it unnecessary for you to take up the act of Parliament at present. I was about to say, but with the permission of the committee, as it must lead us into an examination of the clauses of the act, that I will at present postpone this branch of the subject till I shall have disposed of some subordinate matters which must be considered. I allude particularly to the question about additional rates. Now, I observed in the outset, that there had been but one or two witnesses examined upon the preamble of the case. There has been evidence led on the part of Mr Cameron, on the part of Mr Paterson, on the part of Mr Fife, and I might also say, on the part of Mr M'Kain, which all had reference, not to the preamble,

because the preamble only states that an additional sum of money is required,—and an additional sum of money may or may not be had without the necessity of getting additional rates. But it turns out that my learned friend, in supporting and in interpreting this allegation of the preamble, thinks it necessary to heap upon you evidence, showing the basis upon which he rests that claim. Now, in my judgment, that evidence would have been far more relevant in support of the clause for an additional provision for rates, which is, by and bye, to be brought up, if this preamble should pass; but, though not relevant on the part of my learned friend, it will not escape the committee that it furnishes a most important consideration against this preamble; because, if it should turn out that the bill cannot be worked except by means of additional taxation,—and it has been proved that, until recently, the police rental has been sinking year by year,—I think that is a strong circumstance against adopting this preamble. Now, I must not be deprived of one observation on the mode which has been pursued with reference to that additional provision. Many honourable members are aware that it is but of late years that it has become necessary, when a petition is presented for a private bill, to present with it also the printed bill. Formerly, you presented a petition, and the thing went on; it was brought before the notice of the house, and, some time thereafter, you presented the bill. For wise reasons, it has been thought necessary now to require the printed bill to be presented along with the petition. Now, what is the course that has been pursued here? They present a petition for the bill with a print of the bill. This print contains no provisions, no stipulation,—not a single letter or line which leads us at Edinburgh to think that their hands are to go any deeper into our pockets than they did before. But that being done, and suspicion being, to some extent, lulled, the next thing is, that a gentleman walks over from Palace Yard, and puts into the hands of the members the additional provision, which is to have the effect of taxing this city in the ratio of five per cent. instead of four per cent. I think that is rather a suspicious mode of proceeding.

CHAIRMAN—Am I wrong in supposing that notice had been given of that?

Mr TALBOT—They could not move without giving notice.

CHAIRMAN—I mean that notice had been given of this rate in the parliamentary notices for the bill.

Mr TALBOT—No doubt; and that is just what led us astray. We saw that part of the notice with respect to the increased rate, and then we saw the bill without it; and then behind our backs, or, at least, when we were looking to the north instead of the south (except that it is said that in Edinburgh they are always looking to the south), this additional provision is introduced. Now, let us see what this claim for increased rates rests upon; and this is a subject which I approach with somewhat less confidence than I should otherwise have done, because of the observations that fell from an honourable member, who seemed to think that there was some foundation, although not in equity, which I think he altogether denied (and that is quite sufficient for me), at least in the letter of the law, for some such claim on the

part of the company. Now, with the greatest submission, I think I can show that they are not so entitled.

Mr RUTHERFORD—My observation was just to this extent: I said I did not think there was a case of equity, but that I thought the proceeding that had been adopted with respect to the police rental, whatever might have been its intention or object, had undoubtedly the effect, in point of law, of putting the Water Company into a position into which they might not have been put if they had been more directly dealt with.

Mr TALBOT—I think I could show that the case is hardly so; but it will be quite sufficient for me if I show, as I shall do, that the Water Company have already got far more than they were entitled to,—and that in coming here to ask for increased rates, they have no equitable ground for doing so, though they may at first sight appear to have a semblance of legal ground for such a claim. The basis of the claim, as I understand it, is the enactment in the police act which passed in 1837, regarding the police rental, fixing it at four-fifths of the actual rack rent. It is necessary, in order to explain that transaction, to go back for a moment to the Water Company's act of 1819, in order to see how the matter stands,—and this is rather matter of history than anything else; because, whatever may have happened before the passing of their act of 1826, I shall be in a situation to prove that there was then a fresh compact made between the inhabitants and the Water Company, which entirely superseded any understanding or arrangement which existed previous to that time. The act of 1819, by sec. 96, gave the company a right to fix the annual rates payable to them, "Provided always, that such rates and duties shall not exceed L.5 per cent. on the real rent of the said houses, as they may be assessed for the police tax;" and this police tax extended over the whole of the city and suburbs, which by this act they supplied with water. Mr Paterson, the police surveyor, gave important evidence upon that subject as to what was the understanding of the real rent, as assessable for the police tax. His evidence was to the effect that, up to 1824, the police tax had uniformly been levied upon a rental ascertained after making certain deductions from the gross rack rent, which brought the assessable real rent down to considerably less than four-fifths of the rack rent; and therefore, when the Water Company in 1819 got the right to levy their rate according to the police rental, it must have been known both to the directors and shareholders, from their own personal experience as payers of police rates for their several houses, that they were not entitled by their act to levy the water rate upon the full rack rent without deduction, but only upon that proportion of the same which had always been chargeable as the real rent for the collection of police rates, and which was known to be less than four-fifths of the actual rack rent, as I shall immediately show.

In 1822, the Police Commissioners, by an act passed during that year, got the power either to appoint a surveyor of their own, or to follow the Government survey, as before. They had been in the habit of following the survey taken by Government for the collection of the house duty, which was then exigible; and this survey they were required to follow by the earlier police acts. Having thus got the option in

1822, of appointing a surveyor of their own, they, in the following year, appointed Mr Paterson; and in 1824, he, for the first time, made an independent survey for the collection of the police tax; and this survey he has stated was made avowedly upon four-fifths of the actual rack rent. The effect of the change was immediately to raise the police rental, which was always nominally the real rent, but really upon something very much below the rack rent. The new survey, made according to four-fifths of the rent, increased the rental of the city to the extent of upwards of L.42,000, which, supposing it to have been all charged to the water rate,—which I admit it was not,—but taking it as some sort of criterion, this increase would occasion a corresponding increase of the water rate in the proportion of something like L.2100 per annum,—and thus the Water Company derived a very great advantage from the adoption of the rate of four-fifths, which they were not entitled to under the act of 1819. To have been consistent, the Water Company should then have raised a monstrous outcry against this increase,—they should have said we ought to have it upon the real rent only, as formerly fixed and ascertained; we will take the water rates upon that principle, and no other. But instead of following that course, they quietly pocketed the additional revenue which they obtained by the change from the nominal real rent to four-fifths of the actual rack rent.

Matters remained in that condition till the year 1825, and in the early part of 1826, when a fresh contract was made between the public and the company, in consequence of the appearance in the field of a rival company. It was upon that occasion that Lord Fullerton's energies were called into operation; and I will show that there was then a distinct knowledge, on the part of the Water Company, that they were entitled by this contract, and by the act which followed, to levy their rates only on four-fifths of the actual rack rent, according to the previous usage. Lord Fullerton's advertisement says this,—he is of course puffing his own clients, and puffing them at the expense of the new company, which he had been specially engaged to write out of existence, and to whose publication his was professedly a reply:—He says,—“Though reference is made to the practice in Glasgow, where it is said there are two Water Companies, on the subject of the supply of the barracks of that city, it is cautiously kept out of view that the rates of charge on private houses in Glasgow, even under all the supposed advantages of a competition, are higher than in Edinburgh. The charge there is five per cent. on the actual rent, while in Edinburgh the five per cent. is charged only on the police assessment, which is not rated higher than four-fifths of the real rent.” Here is distinct evidence, therefore, of a perfect knowledge on the 12th of September 1825, on the part of Lord Fullerton's clients, the Water Company, that they were receiving their rates according to the proportion of “four-fifths of the real rent.” And in their negotiation at that time with Provost Trotter, which ended in certain articles of agreement, forming the basis of the new act then to be applied for, the first article of the protocol was that the company should be empowered “to supply Leith on the same terms as Edinburgh,” as had been proposed by the rival com-

pany. Now, let us see what the act of Parliament, passed for the purpose of carrying these articles of agreement into effect, said on the subject,—what was the mode of giving effect to the condition of supplying Leith on “the same terms” as Edinburgh, seeing that the survey for the collection of the police rates did not extend to Leith. In the 21st section of that act it is thus enacted:—“Provided always, that at and after Whitsunday 1829, the rates and duties shall not exceed 10d. per pound on the real rent of the said houses at which they may be assessed for the police tax of the city of Edinburgh, or, if without the bounds of police, upon four-fifths of the actual rent or annual value of the said premises,”—that is to say, we are willing to supply Leith, in which there is no police tax survey, at the rate of four-fifths of the actual rent, and to supply Edinburgh according to the police survey, which we know is made according to four-fifths of the actual rent; and thus the first article of agreement will be fairly carried into effect, which binds us “to supply Leith on the same terms as Edinburgh.” The company can hardly be so unfair as now to say, in the face of this evidence, we did not understand that article of agreement to mean that our rates were to be levied in Edinburgh according to four-fifths of the actual rent; and besides, the assertion would lead to the practical absurdity of supposing that Leith, which is two miles further from the springs than Edinburgh, was to be supplied at one-fifth or twenty per cent. less than the price charged in Edinburgh, and that the agreement to supply them both on “the same terms” could thus be carried into full effect. There can now be no doubt as to the meaning of the act of 1826, and that under it the Water Company expressly understood that they were to levy their rates only on four-fifths of the actual rent both in Edinburgh and Leith.

Then after 1832, we have it upon the testimony of Mr Paterson, that the value of property fell, and that in some instances, acting under the Police Commissioners, he kept up the police rental notwithstanding this depreciation. But this was certainly illegal, because the act of Parliament, (3. Geo. IV., cap. 78, section 35,) which empowered the Police Commissioners to appoint a surveyor of their own, prescribed, that unless they chose to follow the Government survey, before referred to, all property, “liable to be assessed in any ward, shall be ascertained in one and the same manner.” Mr Paterson, however, did not pursue that course. He admitted that he did not allow the police rental of certain descriptions of property to fall to the same extent as the fall on the actual real rent; and that in some instances, what should have been a four-fifths rental amounted to nine-tenths, and in other cases varied between that proportion and four-fifths. Then came the act of 1837 (Will. IV., cap. 32.) By section 26 of that act, the Legislature established the uniform rule of four-fifths, and, in effect, said to Mr Paterson,—You have been levying at unequal rates through the town for the Police Commissioners. We will not suffer that to be done; we will oblige you uniformly to assess according to four-fifths of the actual rent. What was the effect of that? A tremendous fall? No; nothing of the kind. It produced a fall of only L.3663, which, if it had all been charged to the water

rate, would have produced a reduction of about L.150. And this, so far as I can understand it, after having given the matter much consideration, is the amount of the complaint on the part of the Water Company,—if matter of complaint it be,—that the Police Commissioners, between 1832 and 1837, having acted, to some extent, illegally in keeping up the rental of certain kinds of property, and, during those years, the Water Company having profited by that too high rental, now complain that, in 1837, the improper and illegal increase was taken from them by the new act of Parliament, and that their yearly income was thereby reduced in the insignificant degree I have mentioned,—about L.150 on a net revenue of nearly L.17,000.

I have mentioned that the act of 1837 established four-fifths of the actual rent as the rule of rating. It was said by my learned friend Mr Austin that that mode of taxation of four-fifths is an unusual mode, and one which has been abrogated in all modern acts of Parliament. Now, so far from this being the case, in the prisons act for Scotland, passed in 1839, and of universal application, the same course is pursued. In that act there is a definition of the term “real rent,” according to which the prison tax may be levied in all the towns and counties of Scotland; and it is defined to be the rent at which property would let on an average of years, and subject to the deduction of all repairs, insurances, local rates, and general taxes, which would reduce the assessable “real rent” to less than four-fifths of the actual rack rent.

It was when the police act of 1837 was before the Legislature, that the opinion of counsel, in favour of the Water Company, was obtained, which my learned friend read from a printed paper. He did not give the names which were appended to the opinion, beyond stating those of himself and another learned friend of ours at the English bar. But he certainly gave us to understand, and I collected very distinctly, that the opinion received from a member of the Scotch bar was eminently entitled to attention. All that I have to say on the matter is this,—and the observation is a very trite one, and sounds like a mere piece of commonplace rhetorical artifice, but it is nevertheless a very true one,—that you cannot judge of the value of an opinion unless you have an opportunity of seeing the case upon which the opinion is founded. Without this, merely to read the dicta in the opinion, is very likely to lead to a perverted view of the real merits of the transaction. However, this opinion is a valuable fact for me, for while an opinion was given, that they were entitled to a *locus standi* to oppose the police bill, it was, at the same time, stated, that they would unquestionably be bound by the act when it passed, and that therefore they were entitled to dispute the passing of it.

The police bill was before Parliament in 1837; and it has been suggested to you that a now noble lord, who was then the honourable and learned member for the city of Edinburgh, laid a kind of innocent trap for my learned friend Mr Austin, and propounded, as a lawyer, that the act would not affect my learned friend's clients, the Water Company. Why, the fact is, as everybody knows, that that noble lord was at that time doing what his successor, in the great representative trust which he so

ably filled, will also do,—he was faithfully discharging his trust to his constituents, and he no more intended any remark he may have made as a legal opinion, than my learned friend at the time believed it to be one. However, this it was that caused my learned friend Mr Austin, to use his own expression, to “sit down abashed.” Now, the interval between Friday and Monday has been long; but you have no notion of the labour of the difficulty into which I have been thrown by that expression of my learned friend. There are some of my clients who have been long acquainted with my learned friend, and they have been unable to believe this statement. It is in vain that I have pledged myself to the unblemished veracity of my learned friend Mr Austin. They will not believe that my learned friend was abashed; and at last we have met upon this neutral ground, and I think the committee will be of opinion that it is a fair compromise, that if he was abashed, it was the first and the last time; and he unquestionably very soon recovered from that state of *pudor* into which his *ingenuus vultus* was plunged,—for Sir John Campbell was not then in the House of Lords; and they went up to the House of Lords, with the legal opinion already referred to embodied at length in their printed case against the police bill,—and in the teeth of the alleged opinion given by the honourable and learned member for the city, which had produced this unparalleled effect upon my learned friend, they strenuously opposed the bill, and were again defeated.

They next brought in a bill to enable them to make a survey of their own; and it is said, that but for the intervention of the same learned, individual, would have succeeded in carrying it through the House of Commons, but it was thrown out on the second reading. This was, therefore, their third defeat in Parliament on the same question. Having thus ascertained distinctly from Parliament that they had no claim to be heard, it is in evidence that they did what, I am sure, you will consider they ought to be severely reprehended for doing; they took the law into their own hands, and levied an increased rate for the four years and a-half in which the action which they had raised against Mr Malcolm was pending; and during this time they succeeded in illegally putting into their coffers upwards of L.5000. They have since been obliged to disgorge L.3000 of this sum, but they will keep so much of the difference as the decease of parties, or the hundred accidents of life, may leave in their hands, in the shape of unclaimed dividends.

The Sheriff finally decided upon the matter; and I will read to you, from the note to his interlocutor, the grounds upon which he decided. He says, “The 21st section of the Water Company's act does not refer to any particular statute, or even to any authority whatever, for making up the rental according to which the water tax is to be imposed. There is nothing but a general reference to such a rental, however or whenever it might be ascertained. Although in the year 1826, when that action was passed, the police tax was imposed on a rental made up under a then existing statute, it is impossible to hold that the water tax was to be levied according to that rental in all time coming. It is an annual tax to be imposed upon the rental for the year

for which it is due, and therefore it could never be intended that the standard or basis for making the assessment should be fixed or permanent. On the contrary, the 21st section plainly means that the water duty for each successive year shall be imposed upon the police rental for such year." That was the decision of the Sheriff. Now, my learned friend thinks you should give him redress, first by overruling the decision of the Sheriff, and thereby giving them an increased rate which they were never entitled to receive, and next by depriving the Sheriff hereafter of all final jurisdiction in matters under these acts,—a monstrous proposition, fraught with the greatest injustice to the interests of my clients.

The next ground of claim to additional rates is the partial depreciation of property, as shown by the police rental. Now, I must trouble the committee with a single observation upon that subject,—first of all, premising that a more fallacious test of the prosperity of the Water Company's finances than the police rental cannot well be conceived. In the first place, it is open to this observation, that the Water Company do not supply with water all the property included in the police rental. Again, they do supply thousands of houses under four pounds of yearly rent, and all the property in the suburbs and in the important town of Leith, which is beyond the bounds of the police jurisdiction, and consequently is not included in the police rental. They have proved by Mr Paterson and Mr Cameron certain facts which we have printed in a tabular form, for the convenience of easy reference, the effect of which was to show, that inasmuch as since the year 1827-28, the police rental has fallen from L.445,000 to L.390,000; therefore (the conclusion is not very logical), they are entitled to an increase of the rates in the same proportion. Now, I think you would not very willingly be driven to a conclusion which should compel you to tax this community to a higher extent, just when its property had undergone a great depreciation. Would not a little candour have compelled my learned friend to look at the other column of the table, and to see what was the state of the water rental. When you look at that you will find that it varies inversely. And my learned friend the Dean, who I think wishes to take to himself the cognomen which was once applied to a Chancellor of the Exchequer (Prosperity Robinson),—"Prosperity Robertson,"—chooses to take the year 1828 as the material year. He draws your attention to the difference between that year and last year, 1841-42, as to the police rental, but he does not point out to you that, although in the year 1825-26, when they got their act, the water rental produced only L.13,096, the rental for last year produced L.16,641, and yet there is a claim now made for additional rates.

CHAIRMAN—That does not invalidate the argument as to the fall of the police rental.

Mr TALBOT—It shows how utterly worthless it is as a criterion.

CHAIRMAN—Of course it is not accurate for the reasons that you allege; but surely nothing you now say invalidates the fact that this rental was falling, and that, therefore, for any given quantity of supply the receipts were less.

Mr TALBOT—The fact is, that the rental has been steadily rising during each of the last three years; but if the rental of the town of Edinburgh were to go

down to zero, and the water rental were to increase 50 per cent. in the meantime—

CHAIRMAN—That is an impossibility.

Mr TALBOT—But inasmuch as it is not down at zero, and the police rental is not falling, the receipts of the Water Company have steadily increased.

CHAIRMAN—Not upon the same supply.

Mr TALBOT—Upon the very same supply,—not a drop of additional water having been brought in since 1826. Nay, not upon the very same supply, but upon the original supply now divided between Edinburgh and Leith, in place of being confined entirely to Edinburgh, as before the passing of the act of 1826.

Mr RUTHERFORD—I understand the promoters of the bill to say, that they are entitled to an increased rate because the rental has gone down; to which the opponents of the bill answer thus,—*Esto*, that the rental has fallen, yet in consequence of the distribution of water amongst a greater number of rate-payers, and other causes, your revenue has steadily risen; and therefore, while your revenue is rising, you have no claim to additional rates. I do not say that it is conclusive, but that is the way I understand their argument.

CHAIRMAN—But I suppose that when parties come before a committee, they make their calculations not upon the receipts of the year, but the probable increased supply they may reckon upon.

Mr TALBOT—If they had reckoned in that way six years ago, they would have come and said,—"The rental is dropping year by year, and in six years time we shall not have a farthing in our treasury. But the fact, as tested by experience, has proved directly the contrary. And looking forward for the next six years,—taking into consideration that the habits of the people are said to be improving, that the houses are being subdivided, and that the supply is daily increasing in distribution, although not in quantity of water furnished,—it is perfectly consistent with experience to assume that by that time the water rent will be much greater than it is now.

CHAIRMAN—I was very much surprised that the promoters did not take that into consideration, and did not make any allowance for it.

[Here certain papers were handed to the members of committee.]

DEAN of FACULTY—May I ask what is being handed up?

Mr TALBOT—It is the printed tabular statement, which is in evidence every part of it.

Mr MACAULAY—Is the last article in evidence?

Mr TALBOT—The last column was proved by Mr Cameron.

Mr MACAULAY—That in the year 1841-42 the dividend was 6½?

Mr TALBOT—That is in evidence. This was prepared from the evidence of Mr Cameron and Mr Paterson. I had nothing to do with it individually; it was put into my hands in a convenient form to make use of it.

DEAN of FACULTY—Will you let me have a copy?

Mr TALBOT—You shall have a copy. It is a portion of my speech printed by anticipation. A copy of it was given immediately after it was printed to the agent on the other side. This was three days ago.

The following document was then handed in:—

"Memorandum, showing the rate per cent. of dividend paid to the shareholders of the Edinburgh Water Company, and the amount of the revenue *actually collected* during each year, since the formation of the Company in 1819, under the act 59 Geo. III. cap. 116; also the Police rental of the city of Edinburgh, during each of the same years. The information regarding the Water Company has been furnished by their treasurer, Mr Cameron, to the opposers of the bill, in accordance with the orders of the committee; and the Police rental is taken from the evidence given by Mr Paterson, surveyor of Police, to the committee on the bill.

YEAR.	Rate per Cent. of Dividend actually paid by the Water Company to their Shareholders during each year.	Revenue <i>actually received</i> by the Water Company for each year.	Police Rental of the City of Edinburgh for each year.
1818-1819	The Act passed 2d July 1819.	Works forming. £	326,316
1819-1820	At Martinmas	£	
1820-1821	1824, Interest at 5 per Cent. was	5,233	333,428
1821-1822	paid from the date of the different	5,254	346,831
1822-1823	Instalments of the	4,645	
1823-1824	Stock of the Co.	6,660	357,432
1824-1825†	6 per Cent.	3,440	366,682
1825-1826	3½ do.	12,001	373,736
1826-1827	3½ do.	12,797	416,663
1827-1828	6½ do.	13,068	432,103
1828-1829	6½ do.	13,706	444,773
1829-1830	6½ do.	16,834	445,584
1830-1831	6½ do.	15,973	441,502
1831-1832	6½ do.	15,762	432,689
1832-1833	5½ do.	15,750	401,992
1833-1834	5 do.	14,351	399,053
1834-1835	5 do.	15,647	406,484
1835-1836	5 do.	14,960	406,655
1836-1837	6½ do.	15,588	400,284
1837-1838	6½ do.	15,260	397,936
1838-1839	6½ do.	15,631	398,048
1839-1840	6½ do.	14,633	394,405
1840-1841	6½ do.	16,187	389,662
1841-1842	6½ do.	18,907	386,596
		17,493	388,184
		16,641	390,883

† The police rental for each year is for the period from Whitsunday to Whitsunday.

‡ The yearly water rates are exigible for the period from Whitsunday to Whitsunday; but the accounts of the Water Company are balanced at the term of Martinmas yearly.

* "The water rates for 1820-21 are from Whitsunday to Whitsunday, and the half year following is from Whitsunday to Martinmas 1821. Thereafter the accounts are for the year ending at Martinmas.

† The agreement betwixt the Water Company, the Town Council, and the projected New Water Company, by which the bill of the latter, then before Parliament, was withdrawn, was concluded by letters exchanged, of date 14th and 15th February 1826. The police rental for the year 1825-26 could not then have been known, as the books are never summed up till near Whitsunday. Mr Paterson does not at present know the rental for 1842-43. Hence the police rental, on which the calculations forming the basis of the agreement under the act of 1826 were made, must have been that of 1824-25, it being the most recent then known.

"It appears from the above tabular view, that, during the period of six years from 1824-25 to 1829-30, when the police rental was very high, from the effects of the building speculations, the aggregate amount of the six years was L.2,613,314; and, during the same period, the aggregate amount of the water rates was L.87,977. Again, during the six years from 1836-37, to 1841-42, when the police rental was greatly reduced, the aggregate amount of the six years was L.2,347,775, and, during the same period, the aggregate amount of the water rates *had increased* to L.88,120. Thus, while the police rental had been *reduced* about 10 per cent., the water rates had *increased* 12½ per cent."

Mr MACAULAY—The only thing that concerns the company is the per centage they get, for they are limited to a maximum. Whatever the police rental is, they cannot divide beyond 6½ per cent.

Mr TALBOT—Till the debt is paid off, the surplus goes to the extinction of the debt, and therefore the rate would be just the same.

CHAIRMAN—It appears that at present there is no falling off of the rental: but if there had been, I suppose you do not mean to say, that it would not be a very material consideration as to the propriety of granting an increased rate to the company for additional works?

Mr TALBOT—No; that involves other considerations. I am examining their claim for additional rates in the very way in which it was presented to you.

CHAIRMAN—It was proposed with reference to a very large outlay with reference to certain advantages.

Mr TALBOT—It must not be forgotten, that during this period of fall in the police rental, and corresponding rise in the water rates, nothing has been done except laying the pipes from house to house, and this expense was borne by the owners of the houses supplied. I am anxious to call your attention to the first column, because my learned friend Mr Austin said that the dividend had been a small one,—that it did not average the maximum. I do not know why it should average the maximum, but the committee see what it has been for the years 1836, 1837, 1838, 1839, 1840, and 1841,—it was 6½ per cent., and in a great many other years; and, therefore, I do not think the company come with any very strong ground of claim to an additional rate, as far as it is founded upon this paper or any part of it.

CHAIRMAN—Is this the amount after making the deduction for money repaid?

DEAN of FACULTY—No; the money repaid has to be taken off.

Mr TALBOT—I am afraid that I cannot quite admit that statement; because I have heard matters which lead to an opposite conclusion, that the debt has been increased by that amount, and that they have so announced it.

DEAN of FACULTY—No.

CHAIRMAN—We have no evidence upon the subject.

Mr MACAULAY—We cannot take the fact one way or the other.

Mr TALBOT—Then there is another matter upon which they rest their claim to an increase of rates, and it appears to me to fail them also. They say their rates are cheaper than the Glasgow rates, and

they call Mr McKain for the purpose of proving it. But Mr McKain completely put them out of court upon that point, for he tells you an extra expense of L.3000 annually has been incurred in Glasgow, in lifting the water up to a high elevation from a low one. Then, again, whatever the rate may be, the dividend has been less than in Edinburgh, for they never divide above $5\frac{1}{2}$ per cent., and therefore, in reality, they sell their water just as much cheaper as their profit is smaller; and their shares are at the same premium as the Edinburgh shares. When my learned friends were talking of rates and of depreciation, they ought to have called your attention to a fact which is conclusive upon the subject of any anticipated decrease. Why, their shares, which were sold a few months ago at par, or very nearly so, are at this moment proved to be at L.5 premium, which, upon L.25 shares, is equal to 20 per cent., a pretty good criterion of the exigencies for which they are coming to Parliament, upon the plea of approaching insolvency, seeking additional rates; and at Glasgow the value of the stock is precisely the same,—the premium on their L.50 shares being L.10. Then they compare the minimum house rate, which is taken in a slump sum, and not upon the rental. They compare the Glasgow minimum rate of five shillings with the Edinburgh minimum rate of four shillings. But they omitted this very material consideration, that at Edinburgh the consumers are all obliged to supply themselves with cisterns, while at Glasgow there are four-fifths of all the ratepayers, or 40,000 out of 52,000, without cisterns. Now, that operates in two ways. First of all, these cisterns in Edinburgh are required by the Water Company to have properly-adjusted ball cocks, which operate, of themselves, to cut off the supply of water whenever the cistern is full, by which means an immense waste of water, which must go on in Glasgow, is prevented, and this, of course, is a saving to the company. It operates also in this way: the interest of capital expended upon a cistern must be added to the annual water rate; and, supposing a cistern costs L.5, the interest on that sum would amount to much more than the difference between the rates at Glasgow and Edinburgh. Supposing a poor man in Glasgow to be rated at 5s. a-year for water, this is all he has to pay for a very large supply: but at Edinburgh, although the rate is only 4s., the five shillings of interest on the cost of the cistern has to be added to the 4s., making the real payment 9s., besides the expense of keeping the cistern and ball cock in repair. Again, when you are looking at the rates, you ought to look a little at the outlay. You find that the gross expenditure has been at Glasgow L.423,000. Whereas here it is at present only L.184,000 paid up capital, and L.36,000 of borrowed money.

I hope I may dismiss in a few moments the subject of their claim for additional rates; but there is one other head upon which they insist, which I will first notice,—namely, the calculations made by Mr Cameron, the treasurer, to show the small amount of prospective income. Now, as to that topic, I shall give what appears to me to be a good practical common sense answer. It is evident that, if there be a decrease anticipated, and only a small prospective amount of revenue, that fact must be entirely attri-

butable to the proposed outlay, and therefore all this evidence affords only the most cogent evidence against the preamble of the bill; for it shows that the bill cannot be worked by the promoters except by a great additional taxation on the public, just when they are least able to bear it; and that their own shareholders, in place of being benefited, will, if their own evidence is correct, be injured by that outlay, to which we object as altogether unnecessary. Now, the total capital, according to Mr Cameron, is L.184,000. There is an existing debt of L.36,412. The existing additional power to borrow is admitted to be L.62,588, and the new power sought, attributable to the proposed works, is L.70,000, making a total of L.169,000. Then their revenue account is estimated in this way. There is an estimated revenue of L.16,000, which he treats as a fixed amount; but I think it may increase as it has done before,—for it is in evidence that the rental of the city has been on the increase for each of the last three years. Then he takes credit for the interest of the debt, and other fixed charges, which he makes L.10,800. He subtracts that from the revenue, and brings out a balance of L.5200, which he says, upon the present capital of L.184,000, will yield a yearly dividend of about three per cent. Now, that is subject to very great qualifications. In the first place, we have had experience enough to know, that whatever they may say here as to the outlay contemplated, the outlay is very uncertain. We say the revenue has increased, and that it will increase again,—and we say that the rate of interest which he takes at 4 per cent. is more than doubtful, because Mr Balfour has since proved that they have given notice to reduce it to $3\frac{1}{2}$ per cent.

But as the bill stands upon the new clause G 41, the cost of taking the Colzium springs would be L.82,000, and these alone it contemplates bringing in to the city. This outlay, with the addition of the existing debt of L.36,000, would be L.118,000, upon which only the interest at the reduced rate would have to be paid,—and upon these data there would be a divisible surplus of L.7080, equal to 4 per cent. upon the capital, besides any saving which might be effected by keeping the annual expenditure within their estimate. Now, suppose the outlay to be reduced, as we say it ought to be reduced, to that which is necessary to bring in Bavelaw, Listonshiels, and Black springs,—namely, to L.36,000,—then you have only this restricted outlay, together with L.36,000 of existing debt, making L.72,000; and, taking the interest at $3\frac{1}{2}$ per cent. upon that, you will find there remains a divisible surplus of something very little indeed, if anything, short of 5 per cent. That is entirely apart from the question of a probable increase of revenue, and it is apart from the question of the rate of interest being diminished still farther. Nor have I taken credit for another very material item,—the diminished cost of management; because they have stated that the management which now costs L.3300 a-year, is to be increased by L.900, in respect of the new works. If you take off that sum, it will cease to be a charge upon them; and, consequently, the dividend will increase in the same proportion.

There is another matter which I have hitherto entirely omitted. It is with regard to the special contracts for supplying brewers, bakers, and other parties requiring an extraordinary supply of water,

who are not charged according to the rent of their premises, but according to agreement. The honourable chairman asked whether they intended to raise the amount of these special contracts,—they said they would insert a clause to prevent their dealing with existing contracts. That assertion is the most perfect moonshine, because the contracts are made year by year, and therefore to insert a clause to prevent their dealing with existing contracts, would be doing no more than is already provided for by law. But if they meant to say that they would continue these special contracts as they are, and increase all ordinary consumers 20 per cent., I must take the liberty to say that a more unjust proposition was never submitted to a committee. Suppose a brewer who is next door to me gets his water at L.8, when I am charged L.4,—he is charged double because he uses just twice as much water as I do. Is there any justice in proposing to charge me L.5, and keep him at L.8? I apprehend it would be the grossest species of injustice to increase the demand where it is made by a rate upon the rental, and not to increase it where made by special contract.

Then I say that this provision for additional rates is another of the substantial proofs of my case; and if you should, in the result, be of opinion that the proposal made by the promoters of the bill is one which cannot be brought to bear without additional taxation, I think you will have discovered a pretty good reason why my clients should oppose this bill, and why you should reject it. However my learned friend may refine upon the particular allegations of the preamble, it is inseparably bound up with the demand of an additional sum of money; and if it necessarily follows that there is to be a demand for additional rates, I say that of itself forms important matter for your consideration in deciding the question whether this preamble is entitled to your adoption; and this brings me back to a matter which I am most anxious to discuss, whether there is a necessity for this additional money. That again hangs upon questions to which I formerly alluded,—the powers they already possess; and it is now time to come to the important question, what are the legal powers which they at present possess, under the act of 1826, of bringing in this water for the benefit of those with whom they then contracted to bring it in, whenever it should be required for the proper supply of the inhabitants? I am afraid it will be impossible for me to expect any honourable gentleman to understand the matter who has not before him the acts of Parliament. I am particularly anxious to call your attention to the terms of the acts, and I have no fear whatever of being able to prove to your satisfaction that they have still the power to deal with the springs as they please. Before I look at the acts, let me call your attention to the fact, that this point was not touched upon by my learned friend till he was driven into the discussion, though I cannot help thinking that, if my learned friend had been confident upon the subject, he would sooner have called your attention to this matter.

The DEAN OF FACULTY—It was expressly opened by me.

Mr TALBOT—I spoke of my learned friend Mr Austin. He is more crafty than my learned friend the Dean of Faculty, and he left untouched what he thought

would burn his fingers. Now, I want to know again how long is it since this idea of their not possessing this power has sprung up? I say it is a new idea. Why, look at Mr Learmonth's speech made in December last, in which, speaking as it were to the public, knowing that his very words were watched with minute exactitude, he says:—We have an abundant supply that we can bring in *without a new act of Parliament*. And the same is found in another advertisement issued about the same date. I am, therefore, entitled to say, that if there be anything in the point they are now making, they have deluded the public by these solemn assertions so recently made. The inference I draw from that fact is, that there is nothing in the point, and that they know it. They are persons who, of course, ought to be well advised, and to know their own acts of Parliament. But it does not rest upon their own representations. The most material matter is found on this subject in more than one passage of the evidence. Mr Jardine was cross-examined by me *alio intuitu* altogether to this, but it turns out most fortunately as to some works now doing. My object in putting the question was to ascertain the quantity of filtered water. But it does so happen that I elicited evidence which is most important on this question as to whether or not these powers had expired. Mr Jardine was asked by me—"Are there no new works of any description begun or in progress of completion? There is a new road making in order that afterwards the tunnel may be extended."

DEAN OF FACULTY—That is upon our own property.

Mr TALBOT—It is not upon their property, upon Mr Jardine's own showing; and it is a work distinctly authorised by the act of 1826. How can it be upon their own property? I asked Mr Jardine is it the making a new road,—a turnpike road,—or what? A parish road. Has that anything to do with any alteration in the supply of water? "Yes."—Now mark: "When the parish road is altered, it will allow the company to extend the tunnel along the present road near the burn, by which a very considerable quantity of pure filtered water will be introduced through the gravel into the tunnel. Will that have the effect of increasing the quantity of Glencorse water which will get to Edinburgh? No. Is it merely lengthening the filter? Merely lengthening it." Then I put this question to him,—how I came to put it to him I do not know,—but it is most fortunate that I did,—"Is that a work which is provided for in the act of 1826? Yes, provided for in the act of 1826." Now, if you will look at the act of 1826, you will find in section 29 this work distinctly alluded to. "And also to take and use grounds and premises, at the place described in the aforesaid plan, for the purpose of forming part of a public road leading from Glencorse Bridge to Harlaw, in lieu of that part of the present road to be occupied by the aforesaid reservoir or Glencorse Burn." Now, I admit that I have not quite clenched the nail. To have done so, I ought to have asked Mr Jardine whether or no this was the road which was mentioned in the particular section. I did not do so, because I had not my attention directed to the fact at the moment. But I did ask whether it was not a work done under the act of 1826; and he said distinctly that it was, although,

according to my learned friend Mr Austin's argument, since 1829, they have had no power to extend their works. Now, let me show you another piece of evidence of the same kind. Mr Balfour was examined, and he was asked this question, "Will you turn to the minute of the 20th of January in the present year, and read it?" That is, the minutes of the company. "The meeting authorise an offer to be made to Mr Scott of Malleny of L.2700 for 120 acres of his ground, for a compensation reservoir." Are you able to state whether that ground is in any respect inferior? The answer is quite immaterial. "That is an offer," says Mr McNeill, who examined him, "made by you in virtue of your power under the 7th of George the Fourth?—I understand so," says the witness. It is plain, therefore, that so lately as in the month of January in the year in which I now speak, fourteen years after my learned friend Mr Austin says that their powers expired under that act, they were dealing as if those powers existed. I undertake, therefore, I hope not too much when I say, that I show, out of their own mouths, and independently of the argument upon the words of the act of Parliament, that these powers are still existing, and it will be found, upon a careful inspection of the act of Parliament, that there is no more question that there are these subsisting powers at this date than there is that the honourable chairman is sitting in the chair.

Now, let me come to the act of 1819. The 59th of George the Third, section 102, is that which my learned friend relies upon as the foundation of the alleged limitation. It states,—*"That in case the works intended to be carried into effect under the authority of this act shall not have been completed, so as to answer the objects of this act, within the term of ten years from and after the passing thereof, all the powers and authorities given by this act shall thenceforth cease and determine, save only as to so much of such works aforesaid as shall have been completed within the said term of ten years;"* that is to say, in other words, you shall, under *this* act, do whatever you like and whatever you do within ten years shall be preserved to you in *perpetuum*; and whatever you fail to do, you shall not have the power to do after the ten years. Then comes the act of 1826. In the first clause of that act you find these words, upon which my learned friend founds his argument,—*"That the said recited act, and all provisions therein contained, shall remain in full force in every respect, and shall be held to extend to everything to be acted or done under this present act, except,"*—What? *"Except such parts of the said recited act as are varied, altered, and repealed."* Then, says my learned friend, inasmuch as there was a limit of ten years in the act of 1819, which was not exhausted, that limit must be supposed to be incorporated into this act, so as to reduce the period to three years; and then my learned friend migrates from the 1st section to the 25th, and finds what he calls a "nut to crack;" and, according to his own construction, it is not only a nut to crack, but a nut which nothing but his own hundred horse power ever could have cracked,—and yet he never attempted it. He finds, in the earlier part of the act, a limit of three years. He then finds to his astonishment and dismay that the parties under this new act are expressly de-

clared to have seven years allowed for the purchase of the springs; and he calls your attention to the manifest and insurmountable absurdity, that there are only three years in which to make the works, while seven years are allowed to take the springs which are to necessitate the formation of the works. "There," says my learned friend, "is a nut to crack;" and that was the only argument, so to call it, which I had the good fortune to hear from him on the subject. It will be my duty to call your attention to other sections of this act, which show that the Legislature was not so inconsistent as to legislate in that way.

Let me now call your attention to the 47th section, which is a very material one, and which, coupled with the preamble, throws an entirely new light upon this matter, and is perfectly conclusive in itself, as you will perceive:—*"That the said commissioners may, upon the application of any five householders possessed of houses, or other premises, three of whom at least shall possess houses, or other premises charged at a rent of L.50 for police tax, from time to time ascertain the quantity of water requisite for the supply of the city of Edinburgh, and town and port of Leith and places adjacent; and that it shall, and may be lawful for the said commissioners, to require the said company, or their committee of management, from time to time, to bring into Edinburgh and Leith such additional supply of water as the said commissioners shall see necessary, from the springs to be acquired by the said company, by virtue of the powers conferred on them by this act."* Now, it is certainly just possible that Parliament might say there should be only three years to execute these works, and that requisitions should be made from time to time during those three years,—there being seven years allowed, up to the end of which they have liberty to decide whether they would take any springs at all. But I do not think it very likely,—or very natural to suppose such a case; more especially as the preamble of the act declares, that the existing supply of water was too great; and there could be no prospect of any change of circumstances likely to require the commissioners to order an increased supply within the three years, to which, if the view of my learned friend be correct, their powers were limited. Now, this clause points to successive applications for an increased supply of water "from time to time," which they got the power to take under this act, according as the exigencies of the town, certified by the decree of the commissioners, should render it necessary. I pray your particular attention to the preamble, with a view to this construction of the clause. You will find that it is recited,—*"And whereas, although the supply of water is more than sufficient for the use of the inhabitants of Edinburgh, and for the town and port of Leith at present, it is also expedient that the said Water Company should be empowered to secure, for the supply of the city of Edinburgh, which is rapidly increasing in size, and for the town and port of Leith, a further and additional supply of water, with a view to which, the said company have made an aqueduct pipe of about nine miles in length, of a greater size than would otherwise have been necessary."* Now, I ask, whether the fair construction of that preamble is not this? We have now, according to Mr Jar-

dine's evidence, a superabundant supply of water;—a large portion running to waste down the gutters; and it amounts in all to about nineteen gallons a-day for each inhabitant; but you require us to supply the town of Leith; and the city of Edinburgh is rapidly increasing in size,—what are we to do under this act? We recite the necessity of securing the springs; but none of these supplies are to be brought into Edinburgh or Leith except as the necessities of the inhabitants shall appear to the commissioners to require it; and therefore we enact, by section 47, which I have just read to you, that they shall, "from time to time," ascertain the quantity of water that may be wanted, and bring it into Edinburgh and Leith as required. But with respect to the springs which were to be secured, look at clause 25, which relates to them. It might be perfectly reasonable (the interests of the millowners and others being largely concerned), not to keep suspended over the owners of springs, beyond a certain time, the power to take those springs; and, therefore, there is a positive limit of seven years as regards them, assigned to the compulsory powers of purchase, "Provided always, that the said company shall purchase such of the said springs and feeders as they shall require *within seven years from and after the passing of this act.*" It is perfectly plain that they might thus defer taking the whole of the springs, as they did in fact defer taking the Bavelaw springs, till the year 1833; and yet my learned friend's construction would go to say that, although they had seven years to take the springs, they had but three years to make the necessary works for conveying them to the city. There are other sections here which are most material. The 13th section is,—"*And whereas the said company, or their committee of management, will necessarily expend a large sum of money in securing the additional supply of water, and in obtaining the use of the necessary springs and ground required for reservoirs, pipes, and necessary machinery,—be it therefore enacted, that the said company, or their committee of management, shall, once in every year, lay before the said commissioners an account, certified by their engineer, of the probable amount of the sum to be expended during the following year, in obtaining the use of the aforesaid springs and ground necessary, and in the surveys, plans, and estimates of the ground and springs already made or to be made.*" Now, it may be consistent with this clause to suppose that it was intended to apply to those three years of which my learned friend talked, but surely it is not very probable that such was the case.

CHAIRMAN—Is not that what you examined to, to show that they never did?

MR TALBOT—No; that is the 47th clause, as to which my learned friend said that their dealings could not have been so very bad when we had now, for the first time, called upon the commissioners to act. We (the inhabitants) have actually set the Dean of Faculty in motion. We have done it now for the first time. Therefore, says my learned friend, we (the company) must have been behaving well.

But this 13th section does point to a progressive execution of this act. From time to time they are to make an annual estimate of their works as they go on. Then there is another clause which is very mate-

rial also upon this question, and it appears to be quite conclusive. I cannot understand how it can be argued against. Clause 23d,—"*And be it further enacted, that it shall and may be lawful to and for the said company, or their committee of management, and they are hereby empowered, as often as it may be necessary, to contract and agree for the absolute purchase of any springs, streams, cuts, reservoirs, and runs of water, and of any lands, tenements, or heritages which they may require for the purposes of this act.*" Now, it is quite true that, with regard to the particular springs named in the subsequent clause, there is a limitation of seven years; but with respect to other springs embraced within the limits of the plan referred to in the act, (for it appears to have been thought that there were other springs which did not require that protection, and which might be serviceable for the purposes of this act,) there is no such limit, and there is certainly none with regard to lands. It is said, that there is no power now to take lands by the act. The fact is not so by any means.

CHAIRMAN—Do you mean to say that it gives them a compulsory power?

MR TALBOT—Most unquestionably I do. These acts always begin by giving power to treat for lands. Without that power they would have no power to take lands. They want power as a body corporate to deal for lands. They get it by this clause; and it is perfectly true, that though clause 23 would empower them to deal with parties voluntarily, it does not authorise compulsory proceedings. Now, look at clause 49, which gives them the power of compulsory proceedings, and see whether I am wrong.

MR AUSTIN—Will my learned friend refer to section 44. It is quite obvious.

MR TALBOT—I have no objection. "*Provided always, and be it enacted, that no spring, stream, or brook, or part thereof, nor any grounds, house, or buildings, garden, planted walk, or yard belonging to a house, shall be taken or used by the said company for the purposes of this act, except such as are mentioned in this act, or the schedule hereunto annexed, without the consent, in writing, of the owner or owners thereof being first had and obtained for that purpose.*" I do not dispute that. How does that affect the argument? I have not yet argued the point whether or not clause twenty-five contains a restriction of seven years as to all the lands or springs in the schedule. If it does not, then the power in the 23d section would extend to those which are scheduled, but which are not limited in point of time. I really do not see the effect of my learned friend's observation. If my learned friend is right, it appears to me that his argument goes to this length, that they never had any compulsory power.

MR MACAULAY—It is clear that the schedule includes much more than are in clause 25.

MR AUSTIN—There is no doubt of it.

MR MACAULAY—There are only four proprietors mentioned in clause 25, and there are twenty in the schedule.

MR RUTHERFURD—Section 25 only includes the springs they are to take for the purpose of sending water into Edinburgh; it does not include the ground that they are to take for the purpose of making the compensation reservoirs.

Mr TALBOT—Then “*cadit questio* ;” but let me pursue the observation I was making, that these very words in section 23 are the same words which you find as a condition precedent in clause 49. They are to contract and agree voluntarily if they can. If they cannot agree they are then to take them by a jury,—“*Provided always, and be it enacted, that if any person or persons, bodies politic, corporate or collegiate, or owners or occupiers of any spring, brook, stream, ground, house, or other property required for the purposes of this act, specified in the schedule hereto annexed, seized or possessed of, interested in, or entitled to the same respectively, shall refuse to treat, contract, or agree to sell the same as aforesaid, or to allow the said company to enter upon, use, or take the same,*” then they shall have the power to take them before a jury,—so that there is the usual option. The Legislature said, we will give you a power which you do not now possess, of dealing with parties for land, and if you cannot agree we will give a compulsory power by a jury clause. My learned friend must make out this,—that the compulsory jury clause is limited. He attempts to do it by the act of 1819. I say, if it had been done, it would have been distinctly done, and expressly limited.

With regard to the recital in the preamble, there is an abundant crop of clauses in the act of 1819, which will satisfy the terms of the incorporation,—namely, all the financial arrangements of the company,—the election of directors,—the system of voting by proxy, and many other clauses,—all of which may very properly be incorporated by that clause. But to incorporate the limitation clause would be to militate against the whole spirit of this act, which dictates a progressive outlay on progressive works, which is completely at variance with the limitation clause of the former act, and which clearly brings this clause within the description of clauses altered, varied, or repealed. But it does not depend upon that act alone. There is another act which puts an end to all question upon the matter. The act of the 5th of William the Fourth. This was an act passed, as my learned friend would tell you, six years after the limitation clause had put an end to their power, it having been passed in 1835; and the power running out, according to his view, in 1829. Now let us see how the Legislature treated this power. They recite at the bottom of the first page of the act—

CHAIRMAN—Before you go on with that, will you excuse my asking a question just to see that I understand what you have said. Do I rightly understand you that the act of 1826 gives the company a power during the period, the limit of which is now under discussion, to do all that is necessary to bring in the supply of water they propose?

Mr TALBOT—Yes: I have omitted to call your attention to one clause in that act, the 29th.

CHAIRMAN—Under this act there are certain powers which, during a certain period,—which we will assume to be unknown,—would enable the company to do all that is necessary, having got certain springs. Assuming that they have got those springs, and that their contracts are completed, you contend that the powers under the 29th clause enable them to bring the water in, and that there is no limitation which prevents their now acting upon that clause, but that their powers are quite sufficient. You con-

tend that, if there is no limitation in time, the powers under this 29th clause are sufficient to enable them to bring in the water.

Mr TALBOT—Yes; I say there is nothing to prevent them from bringing in the water at this moment. The 29th clause is all that is necessary to complete the chain:—“*That it shall and may be lawful to the said company, and they are hereby authorised and empowered to take and use grounds and premises for the purpose of forming a reservoir or reservoirs, and preventing the flood waters from running into the tunnel and fountainhead at Crawley springs, all within the parishes of Glencorse, Penicuik, and Currie, aforesaid, in the county of Edinburgh, or any of them, at the places described in the map or plan hereinafter mentioned, and to make the necessary cuts, trenches, mounds, or other works, for connecting together the springs and water hereinbefore authorised to be taken, and also the necessary cuts, trenches, conduits, mounds, or other works, for conducting the water thereof to the said city by the aqueduct already constructed by the said company for conducting the water of the Crawley springs to Edinburgh, in the line or lines pointed out in the said map or plan.*” Now, I am contending that this is a living power at the present day, and it must be a living power unless a limitation of it can be made out. And I say further, a limit cannot be made out without plunging my learned friend into absurdities which he would be extremely sorry to enunciate.

Now, let me call your attention to this all-important act of 1835, already alluded to. The first page, about half way down, begins thus:—“*And by the said last-recited act (1826), the said company, which was thereby appointed in all time, thereafter to be called the Edinburgh Water Company, were empowered to raise, in shares of L.25, in the manner and for the purposes therein specified, the further sum of L.118,000.*” So that you have here the sum, and you have the destination of that sum, distinctly pointed out,—namely, the works prescribed in the act of 1826. “*And whereas, the said sums of L.135,000 and L.30,000 have been raised and expended under the authority of the said recited acts, but no part of the said sum of L.118,000, authorised to be raised by the said last-recited act, has been raised by the said company, and the said company have, in consequence, incurred large debts in accomplishing the purposes for which they were so empowered to raise the same, for the payment of which debts,*”—and what? “*And the further expenses that will be incurred in carrying into complete effect the objects of the said recited acts, and of this act.*” What does that mean? Why, according to my learned friend, the purposes of the recited acts were dead since 1829, six years before, and yet you have the Legislature giving the parties additional financial powers, in order further to carry out the objects of the act of 1826, which the Legislature says were not carried out. How upon earth is one to get over such a fact as that? You have those purposes distinctly specified as living purposes. The object of the act was to convert a power to create stock into a power to borrow money. We have had a great deal of eulogy of the company upon that presumption. The first act gave them power to raise

L.135,000 in stock, and to borrow L.30,000. The second act gave them power to create additional stock to the extent of L.118,000. The third act is for a financial operation to enable them to raise the money by loan instead of by shares; but the object is to raise the whole of that sum. The whole of that sum was authorised to be raised in 1826 upon the footing of the estimate which rendered that amount necessary for the works described in the act, and the debt then owing. Therefore, this act of 1835 merely substituted money to be borrowed from third parties for shares to be created for the purposes contemplated. And the act treats these purposes as unfulfilled, and to the fulfilment of which a further expenditure of large amount was necessary. In the 4th section there is an expression of the same kind, entirely irreconcilable with the hypothesis of the powers of the act being defunct. It is in these words:—"That the money to be borrowed by the said company, under the authority of this act, shall be applied by them in payment of the expenses of preparing, applying for, and obtaining this act, and incident thereto, in discharge of all debts or expenses already incurred by the said company in executing the works authorised to be carried on by the said recited acts, or which it may be necessary to incur in carrying on the further and additional works and operations thereby authorised." The very same purposes,—the old purposes authorised by the act of 1826.

Mr RUTHERFURD—Go on.

Mr TALBOT—"And for the other purposes, towards which the said sum of L.118,000, authorised to be raised by the said last recited act, was made applicable." Now, I want to know whether the purposes are ear-marked or not; because, unless they are ear-marked by that description of them, I defy the language of an act of Parliament to do it. They are the purposes authorised by the last act,—the purposes for which the sum authorised to be raised by the last act was made applicable. Can there be a doubt that the Legislature was speaking of purposes not completed, but which hereafter would have to be completed. Now, I come to the 5th clause:—"Be it further enacted, that the said company shall have full power and authority, notwithstanding anything contained in the said before-recited acts to the contrary, to apply and expend the rates and duties which may be collected annually by virtue of the said recited acts, or of this act, in payment of the interest of the money borrowed, and at the time due and owing, in virtue of this act and of the said recited acts, in keeping in repair the works belonging to the said company, and necessary for the proper supplying of the city of Edinburgh and town and port of Leith," and so on; "and the further works authorised to be made by this or the before-recited acts." Now, as to "the further works," I am not aware that this act authorises any works at all, and, therefore, whatever works were done, were works defined by the previous act, and it speaks of them as further works then to be executed under the authority of the old acts. Then comes the 16th clause, which enacts,—"That the said before-recited acts shall remain in full force in all respects, in so far as the terms and provisions thereof may be consistent with, and not altered by, those of this act." What does that mean?

It means this, we are giving you a new financial arrangement here, which militates against the financial arrangement of the former acts. Those two things cannot stand together; but, subject to this limitation, the present act shall keep alive all the provisions in the former acts which are not inconsistent with that provision. There is another clause in the act of 1826, to which I intended to call your attention, which shows that all subsisting powers were intended to continue. It is the 73d clause, which relates to the supply of the dockyard of Leith, where it is enacted: "That in case at any time or times hereafter, it shall be determined to extend the limits of the said dockyard, or to construct a new dockyard in lieu thereof, at any place within the distance of two miles from the town of Leith aforesaid, the said company of proprietors shall, and they are hereby required to lay down and construct" pipes of proper dimensions for the purpose of supplying the same, thus clearly contemplating an extension of the works to be carried on by a company, still subsisting and possessing the power,—for without that power it would have constituted a singular anomaly indeed.

I believe I have nothing more to say upon the subject of the acts of Parliament, and I believe I might also add, that I have exhausted all that I intended to address to the committee. Allow me, however, before concluding, just to submit to you that the case is now perfect,—that I have proved, as I hope, that there is not wanting power at law to execute these works; that certainly there is no want of water to supply the town; and that with the existing power to borrow L.62,000, there is in hand more than a sufficient fund with which the necessary works may be executed. These facts, I think, must be admitted to be true at this time of day. But even if it were otherwise,—even if the committee were satisfied that the company have not the powers which I have contended for, I should still take the liberty of insisting that, under the peculiar circumstances of this bill, and the character of the opponents of this bill, we are entitled to ask you to reject this preamble.

Now, I do not at all undervalue the effect which the evidence that has been given on the part of the promoters of the bill, as to the deficient quantity and infamous quality of the supply of water to Edinburgh, must have had upon the minds of the committee. I feel confident that all the evidence about the evil effects, in a sanitary point of view, of a deficient supply of water to the poorer classes of Edinburgh, must have weighed upon the minds of the committee. My learned friends had the great advantage of laying that before you for some days before we could come to be heard at all. I am aware that a great impression must have been made by that kind of evidence, which it is extremely difficult to remove. But then it does appear strange, upon the face of it, as this state of things is the consequence directly of their own misdoings, by which we have been the sufferers, that we are to suffer again, while they are to reap profit from their misdeeds. They come here for their own individual interests, and their case is based upon the consequences of their own

misdeeds. Now, those misdeeds are detrimental—to whom? Why, to the very same persons who earnestly implore you by all that they can say, through the mouth of their counsel, to suffer them to abide by the present state of things rather than inflict upon them an evil which, they think, will be still greater than that which they have already endured. This is not a case such as is often found in discussions of this kind, of two rival companies conflicting before a committee, with the same object, calling each other “pot” and “kettle,”—“Mungo” upon the one side, and “Mungo” upon the other,—into which conflict there very often enters the consideration, by the committee, of the interest of a third party, namely, the public. In such cases, committees are justly in the habit of saying, no matter who is in fault,—it may be that those who are promoting the bill have been guilty of gross malversation, but then the public must not suffer; we will not allow the public to be injured,—we will not let our indignation at the misdoings of the company prevent us from granting the bill, seeing that the public necessity requires it. But I represent the public of Edinburgh, who petition against this bill. I do not represent the public of Leith,—but the public of Leith have also petitioned against this bill. The inhabitants of Edinburgh and Leith are the parties to whose interests you are called upon to devote your best consideration, and they intreat you not to pass the preamble of this bill. Then I ask on what grounds should it be passed? Is there anything in the conduct of the company which entitles them to favour at your hands? Most unquestionably not. For myself, it is impossible to exaggerate the opinion I entertain of the public evil that must result, if, after it has been clearly proved that this company have acted most improperly, and illegally, in raising the rate one-eighth part,—if after it has been proved that the grossest delusions have been palmed by them upon the public from time to time,—if, in such circumstances, it shall be held out to the public that parties may so conduct themselves, and in defiance of the unanimous voice of the towns, for which they propose to erect their works, they are to come to Parliament, and obtain a general amnesty for all their bygone transactions, and to get a bill which not only gives them a great deal more than they heretofore possessed, but which utterly annihilates any prospect of future competition with their monopoly.

Now, sir, your attention was called by my learned friend to clause 47. He says it is a singular thing if we have so misbehaved ourselves that you have never applied to the parliamentary commissioners to have that clause put in force; and he was kind enough to state to you, what he had no right to do, since it was not in evidence, that within these few weeks we had applied to have it put in force, in order to compel the company to bring into the city the springs acquired under the act of 1826; and I have asserted in the argument I have had the honour to address to you, that we can at this time enforce, by virtue of that clause, the provisions of the act.

We have the greatest confidence in the commissioners; we have the greatest confidence in the Dean of Faculty; we have the greatest confidence in the other commissioners selected for the purpose of giving us redress. We know that we have but to go before them, and to prove what hitherto we have been unable to prove (you will remember that I told you we have no redress for the quality), we have only to go before them and prove the quantity to be deficient, and they will put the powers of the act in motion; they will put the Sheriff in motion, and the Sheriff will speedily decide in our favour if he considers our cause good; and that is one of the reasons for the proposition in this bill to oust the Sheriff of his jurisdiction. We humbly trust that you will leave to us our rights as they exist under the act of 1826, compatible as they are with the measures necessary for obtaining a due supply—compatible as they are with a due remuneration to the parties who give the supply—compatible as they are with the interests of all, and that you will not pass a measure destructive to the permanent interests of the city of Edinburgh, and of the town of Leith.

Allow me, in conclusion, to call your attention in a word to the preamble of this bill,—and allow me to say, as abuse was anticipated, that the request I have made is not founded upon anything like a feeling of indignation and spite, or on a claim for retributive justice upon the conductors of the bill,—that it is founded upon a sincere conviction that by any other course than the rejection of this bill, the consequences to our permanent interests must be to the last degree prejudicial. Perhaps I can give no better test of the *bona fides* which animate my clients in their statement to the committee than this,—I propose to the committee, and I propose to my learned friends, that if there exists any doubt with regard to the powers of the act of 1826, they should bring in a short act declaratory of the continuous existence of the powers of that act, to complete the works therein specified, according to the parliamentary plan; and I pledge myself on the part of the city of Edinburgh, that if it be confined to that object, it shall meet with no opposition from the inhabitants or Town Council, provided they allow us to see it at an early period, with all its clauses complete, as it will be laid before the committee. There can be no doubt that the question started, regarding the alleged extinction of powers, is a mere pretence to operate upon your minds. I offer in this way to remove that obstacle, if it is believed to be real. It cannot be done under the preamble of this bill. It must be done by a bill introduced for that purpose; but we will give every facility for promoting such a bill.

CHAIRMAN—The question is asked on my right, whether you intend that we should vote upon the preamble presently?

MR TALBOT—Unquestionably.

CHAIRMAN—Then you mean that they should bring in a new act next year?

MR TALBOT—As soon as they like. In the meantime we are the sufferers. They are reclining upon a dividend of 6½ per cent., which is a downy pillow. We are the sufferers for want of water,

and yet we are willing so to continue. It strikes me that my suggestion must be admitted to be a fair proposition.

CHAIRMAN—You cannot undertake for what the city of Edinburgh will do before next year.

Mr RUTHERFORD—That is a useless proposition, unless we are to stop the consideration here, because it cannot bind anybody.

Mr TALBOT—Except that I think I can bind the city of Edinburgh to that extent here. But perhaps not. Now, allow me to say, with respect to this preamble, that there is no middle course to be pursued. It is possible that it may have occurred to some, that the plan may be good in so far as the Torphin fountainhead goes. Now, with regard to that, I have to say, that the expense there is far greater than by the plan under the act of 1826. I have not at this moment the exact figures showing what the expense would amount to; but it is distinctly proved, that if the Torphin plan should be adopted, from L.30,000 to L.40,000 already expended on the original plan, would be completely thrown away, and a greatly increased cost of management would be entailed on the public for the maintenance of the double line of works. And let me again call your attention in a word to the preamble. I have humbly to insist before you, that this preamble is not proved. The preamble is in these terms:—"And whereas, under the authority of the said acts, the company have introduced a large quantity of water into the said city, town, port places, and dockyards, and are willing to introduce a further quantity of water into the same, so as to secure at all times, and under all circumstances, an abundant supply thereof for the said city, town, port, places, and dockyards." Now, in that part of the preamble there is little that I am entitled to dispute. But as to the clause which follows, there is not a syllable of truth in it from beginning to end. "And whereas, the same," a further supply of water, "would be highly advantageous to the inhabitants of the said city, town, port, and places, and to the said dockyards." Now, "such supply of water" must be taken with reference to the pages of this bill. The preamble is the key to the bill, and you are aware in what way it is proposed to work out this preamble. I deny *totis viribus* the preamble, that it would be either advantageous or anything but ruinously detrimental to the public of Edinburgh and Leith,

that water should be brought in as proposed by this bill. It next goes on to say, that the said company are desirous to bring in the same. As to that it may be true or not, I do not know; "but it is [not] necessary for that purpose that the said company should have power to raise an additional sum of money." It is no doubt necessary that they should construct additional works,—not, however, the additional works mentioned in this act, but the additional works mentioned in the act of 1826. This part of the preamble is therefore altogether untrue, and I trust the statement will not receive any encouragement at the hands of the committee, that there is the least necessity for power to raise an additional sum of money.

CHAIRMAN—If "such supply" means the supply in this bill, then more money must be raised. If "such supply" means the supply in the other bill, then the money must be raised which the other bill gave them power to raise.

Mr TALBOT—Whether they talk of the supply as a future thing, or whether they talk of the money to be raised, it must be taken with reference to this bill, and I humbly submit to you, beset as you are by the intreaties of the citizens of Edinburgh, who ought to know, and who do know, what is for their own interest in this matter, that in legislating with respect to a company who have not entitled themselves to this boon at your hands, you cannot come to any other decision than that of rejecting the preamble of this bill. I cannot sit down without thanking the committee for the patience with which they have listened to a very lengthened address.

The committee room was cleared.

After some time the counsel and parties were again called in, and informed that the committee had come to the resolution that the preamble was proved.

The CHAIRMAN further stated that the committee had come to the further resolution that all the clauses anterior to the clause intituled "additional provision relative to the rating," be postponed until the committee have decided on that clause. And that he was further instructed to inform the parties that the committee had come to this resolution from a conviction that that course was most likely to save expense to the parties.

Adjourned till Tuesday 25th instant.

A P P E N D I X.

I.—MINUTE of Meeting of Parliamentary Commissioners of the Edinburgh Water Company, 18th March 1843.

At a Meeting of the Parliamentary Commissioners, appointed by the Acts of the Edinburgh Water Company, called by the Clerk of the Company, in consequence of a Requisition to that effect by the Right Honourable the Lord Provost of Edinburgh, held within the Office of the Company on the 18th day of March 1843.

THERE WERE PRESENT:

The Right Hon. the Lord Provost of Edinburgh.
Frederick M'Lagan, Esq., Convener of the Trades.
Thomas Greig, Esq., Master of the Merchant Company.
George Carphin, Esq., Convener of the Southern Districts.

Also,

Mr Learmonth, on the part of the Directors of the Water Company.

The Lord Provost laid before the meeting the letter signed by six householders, requesting him to call it.

The meeting then took into consideration the clause of the act authorising the proceeding, and, after a good deal of discussion, resolved to adjourn the meeting to the

JAMES FORREST, Chairman.

II.—MINUTE of Adjourned Meeting of Parliamentary Commissioners of the Edinburgh Water Company, 27th March 1843.

At an Adjourned Meeting of the Parliamentary Commissioners, appointed by the Acts of the Edinburgh Water Company, called by the Clerk of the Company, in consequence of a Requisition to that effect by the Right Honourable the Lord Provost of Edinburgh, held within the Office of the Company on the 27th day of March 1843.

PRESENT:

The Right Hon. the Lord Provost of Edinburgh.
Richard Mackenzie, Esq., Deputy-Keeper of the Signet.
George Carphin, Esq., Convener of the Southern Districts.
Frederick M'Lagan, Esq., Convener of the Trades of Edinburgh.

The Lord Provost in the chair.

The Lord Provost stated, that, having received a Requisition from five inhabitants, he had desired a meeting of the Commissioners to be called; that a meeting had accordingly taken place, but nothing having been done at it, in consequence of the absence of one of the Commissioners, the present adjourned meeting had been summoned. The Requisition was then read, which was to the following effect:—

"To the Commissioners appointed by the act 7,

Geo. IV., c. 108, intituled 'An Act for more effectually supplying the City of Edinburgh and Places adjacent with Water, and for supplying the Town and Port of Leith, and Places adjacent, and his Majesty's Dockyards at Leith, with water.'

"Edinburgh, 13th March 1843.

"My Lords and Gentlemen,

"In terms of the 47th section of the statute above mentioned, we, five householders in Edinburgh, possessed of houses and other premises, and three of whom possess houses or other premises charged at a rent of L.50 for police tax, beg leave to represent to you, that at present, and for a considerable time past, the supply of water to the city has been insufficient, and therefore make this application to you to take steps for ascertaining the quantity of water requisite for the supply of the city of Edinburgh and town and port of Leith, and places adjacent, and to require the Water Company to bring into Edinburgh and Leith such additional supply of water as you shall see necessary, from the springs acquired by the said Company, in virtue of the powers conferred on them by the foresaid act.

"We are,

"My Lords and Gentlemen,

"Your most obedient servants,

(Signed) "ALEX. JAMIESON, Merchant.
"D. McLAREN, 5, Frederick Street.
"JAMES F. WILKIE, S.S.C.
"JAMES STUART.
"CHA. MACLAREN.
"JAMES DONALDSON."

Mr Brown stated that he and Mr Smith were present on the part of the Directors of the Company, as authorised by them at last meeting.

Thereafter, Mr Mackenzie stated, that the foresaid Requisition having been served on the Commissioners, subscribed by six gentlemen said to be possessed of the qualification entitling them to make such requisition, in terms of section 47 of the act 7 Geo. IV., c. 108, it humbly appeared to him, that, without regard to the present position of the Water Company, or other circumstances at present under discussion, it was incumbent on the Commissioners, as enjoined by the act, to ascertain the quantity of water requisite for the supply of the city of Edinburgh, and town and port of Leith, and places adjacent; and that, in the event of the quantity of good and wholesome water being insufficient for the said supply, to require the said Company, or their committee of management, to bring into Edinburgh and Leith such additional supply of water as the Commissioners shall see necessary, from the springs acquired by the Company under the said act. That it was evident that, in order to accomplish those objects, it was necessary for the Commissioners to employ an engineer or person of skill; but, as the Commissioners have no funds at their disposal for that purpose, he considered it to be incumbent on them to require the Water Company to supply them with funds for that purpose, or that they should engage to pay the expenses of employing an engineer, or other person, for the purpose, unless, perhaps, the Requisitionists were willing to be at that expense themselves,—and, at all events, it is out of the question to expect that the Commissioners would personally be at any expense in the matter.

The Commissioners, before coming to any resolution as to the Requisition, deemed it expedient to allow the Water Company to have a copy of this Minute, and to make any observations thereon which they may judge proper, to be communicated to an adjourned meeting of Commissioners, to be held on Monday next, the 3d proximo, at twelve o'clock,—to which day the meeting hereby adjourns; and of which adjourned meeting the Clerk was desired to give intimation to the Commissioners.

The Clerk was also desired to send a copy of this Minute to Mr Jamieson, whose name appears at the head of the Requisition.

JAMES FORREST, Chairman.

III.—Copy MINUTE of Meeting of the Directors of the Edinburgh Water Company, 29th March 1843.

24, St James' Square,
Edinburgh, 29th March 1843.

PRESENT:

Mr Greig.	Major Pearson.
Mr Brown.	Mr Smith.
Mr Scott.	Mr Horne.
Mr Douglas.	Mr Miller.

The Lord Provost.

There was read to the meeting the minute of a meeting of the Parliamentary Commissioners, held on Monday last, the 27th instant, along with the clause in the act of Parliament therein referred to.

The meeting having considered the said minute of the Parliamentary Commissioners, requiring the Water Company to supply them with funds for the purpose of ascertaining the quantity of water requisite for the supply of the city of Edinburgh, and the town and port of Leith, and places adjacent, are of opinion, that the proper person to report on this is the engineer of the Company, Mr Jardine, in whom the Directors place the most implicit confidence: That Mr Jardine is at present in London, and, as soon as he returns, he will be required to make the necessary report. The Directors are further of opinion, that it is not incumbent upon them to place funds at the command of the Commissioners to employ any other engineer; but if the Requisitionists desire to have the opinion of any other, it is incumbent upon them to supply the necessary funds, and the Directors will request Mr Jardine to communicate with the individual who may be employed by the Parliamentary Commissioners.

The meeting direct Mr Balfour to lay a copy of this minute before the Parliamentary Commissioners.

(Signed) THOS. GREIG, P.

IV.—MINUTE of an Adjourned Meeting of the Parliamentary Commissioners of the Edinburgh Water Company, held on 3d April 1843.

At an adjourned Meeting of the Parliamentary Commissioners appointed by the Acts of the Edinburgh Water Company, held within the Office of the Company on the 3d day of April 1843.

PRESENT:

The Right Hon. the Lord Provost of Edinburgh.
Richard Mackenzie, Esq., Deputy-Keeper of the Signet.
George Carphin, Esq., Convener of the Southern Districts.
Frederick M'Lagan, Esq., Convener of the Trades.
The Lord Provost in the Chair.

There were also present Messrs Smith and Brown, Directors of the Water Company; and Messrs Stuart, Malcolm, Donaldson, and Morton, on the part of the parties who had signed the Requisition to the Commissioners.

There was laid on the table and read, the minute of meeting of Directors of the Water Company, held on 29th March 1843.

The Requisitionists stated, that by the draft, as amended, of the new bill for the Water Company, which had just reached Edinburgh, it was admitted that the supply of water had proved insufficient for the inhabitants, and that it was necessary that a farther supply of water should be brought into the said city; and they farther stated, that Mr Jardine, engineer, had been examined before the committee, and that he had given evidence at great length, as the Requisitionists believed, proving the quantity of water brought into Edinburgh, and also the additional supply which would be required. And in the above circumstances, the Requisitionists hoped that the deposition of Mr Jardine would supersede the necessity of an immediate remit to an engineer, as required by them. And they therefore suggested that the farther consideration of the Requisition should be delayed till a copy of Mr Jardine's deposition had been obtained and laid before the Commissioners,—and requested that the Commissioners would, in the meantime, recommend to the Water Company to bring in an additional supply from the springs to which they had acquired right under the existing act, in respect of the admission contained in the preamble of the new bill, as amended.

The members of the Water Company present declined, in the meantime, to make any statement on that subject, in respect that they are merely a com-

mittee, until they shall communicate with the Directors.

The Commissioners having considered the above statements, adjourned the present meeting till Monday next, the 10th instant, at twelve o'clock, and directed a copy of Mr Jardine's evidence to be obtained by the Water Company and laid before the Commissioners; and farther recommended to the Water Company to lay before the Commissioners any reports already made by him on the subject of the supply of water, or in reference thereto.

JAMES FORREST, Chairman.

V.—MINUTE of an Adjourned Meeting of the Parliamentary Commissioners of the Edinburgh Water Company, 10th April 1843.

At an Adjourned Meeting of the Parliamentary Commissioners, appointed by the Acts of the Edinburgh Water Company, held within the Office of the Company on the 10th day of April 1843.

PRESENT:

The Right Hon. the Lord Provost of Edinburgh.
George Carphin, Esq., Convener of the Southern Districts.

Frederick M'Lagan, Esq., Convener of the Trades.

There not being a quorum of Commissioners present, the meeting was adjourned till Monday next the 17th instant, at twelve o'clock.

JAMES FORREST, Chairman.

VI.—MINUTES of Meeting of Parliamentary Commissioners of Edinburgh Water Company, 17th April 1843.

At an Adjourned Meeting of the Parliamentary Commissioners appointed by the Acts of the Edinburgh Water Company, held within the Office of the Company on the 17th day of April 1843.

PRESENT:

The Right Hon. the Lord Provost of Edinburgh.
Richard Mackenzie, Esq., Deputy-Keeper of the Signet.

George Carphin, Esq., Convener of the Southern Districts.

Frederick M'Lagan, Esq., Convener of the Trades of Edinburgh.

The Lord Provost in the chair.

There were also present, Mr Brown Douglas and Mr Alexander Douglas, two of the Directors of the Company, and Mr Balfour, their clerk; also, Mr Duncan M'Laren, Mr James Donaldson, two of the Requisitionists, and Mr Morton, their agent.

After some discussion, the Requisitionists, having regard to their original Requisition, stated, that as it was now ascertained by the preamble of the Water Company's new bill, as supported by Mr Jardine's evidence now before the Commissioners, and held to be proved before the committee of the House of Commons, that the supply of water at present furnished by the Water Company has proved insufficient for the use and supply of the inhabitants of Edinburgh, Leith, and places adjacent,—and that, according to Mr Jardine's evidence, the supply would still be insufficient, even although all the water of the springs acquired under the act of 1826, and over which the Commissioners have control, were brought into the city, the Requisitionists now respectfully apply to, and call upon the Commissioners, in terms of the original Requisition, and of the 47th section of the statute, to

require the Water Company immediately to bring into Edinburgh and Leith the whole additional supply of water, which the springs specified in the said statute will furnish, in so far as these springs have been acquired by the Company.

To which it was answered, on the part of the Company, that the first duty of the Commissioners, under the 47th section of the statute, is to ascertain the quantity of water requisite for the supply of the city of Edinburgh, and town and port of Leith, and places adjacent,—that this has not been done in any shape whatever, and until done, no further order can be made in the matter. That without prejudice to this objection, the Directors present have farther to answer, that it is stated expressly in Mr Jardine's evidence before the committee, that it would be of the greatest advantage to bring in the Bavelaw and other springs by a different line of pipe from that which was contemplated under the act 1826; that the Company are at present applying to Parliament for power to do so, as well as to bring in a large additional supply of water, and from a higher fountainhead, in order to afford a more effectual distribution; that great doubt has arisen as to the power of the Company even to bring in the springs in question under their former acts, and they have been advised that, in respect of the 102d section of the act 59 George III. cap. 116, their powers to purchase lands and construct works for bringing in the water have lapsed; that these doubts will be removed under the act for which they are applying: That, under these circumstances, as it is not compulsory on the Commissioners to pronounce any order, and as the delay of a few weeks cannot prejudice the public, it is submitted that they ought to wait for the decision of Parliament on the bill at present before them, which embraces the very subject on which the Commissioners are called to adjudicate: That, although the Requisitionists had time to prepare their statement, the Directors present were not made previously aware of the nature of it, otherwise they would have come prepared with an answer, and respectfully submit that they should be allowed more time to lay the matter before the Directors and their advisers, and to give in such amended answer as they may be advised is necessary.

The Commissioners having considered what is above stated, and the copy of the minute of the Water Company, dated the 29th ult., and having ascertained, from the evidence of Mr Jardine, lately given before a committee of the House of Commons, that the quantity of water presently furnished by the Water Company is insufficient for the supply of the city of Edinburgh, and town and port of Leith, and places adjacent; they now, in virtue of the powers conferred upon them by the 47th section of the act of Parliament 7th George the 4th, cap. 108, hereby require the said company to bring into Edinburgh and Leith the whole additional supply of water which the springs specified in the said act will furnish, in so far as those springs have been acquired by the Company, and which additional supply will, according to the evidence of Mr Jardine, still be insufficient for the full supply of Edinburgh and Leith, and places adjacent.

The Clerk is directed to communicate a copy of this minute to the Water Company and the Requisitionists.

(Signed) JAMES FORREST, Chairman.

HOUSE OF COMMONS.

COMMITTEE ON THE EDINBURGH WATER BILL.

Veneris, 31 die Martii 1843.

THOMAS DYKE ACLAND, Esq.,
in the Chair.

Copy from Mr GURNEY's Short-Hand Notes.

The DEAN of FACULTY, Mr AUSTEN, and Mr ANDREWS appeared as counsel for the bill; Messrs WEBSTER appeared as agents.

The petition of certain inhabitants and payers of water and other rates in the city of Edinburgh against the bill was read.

The petition of the Lord Provost, Magistrates, and Council of the city of Edinburgh against the bill was read.

Mr TALBOT and Mr HOPE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of certain owners and occupiers of paper mills and paper manufactories on the Water of Leith against the bill was read.

Mr Sergeant WRANGHAM and Mr MACONOCHE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of the Lord Provost, Magistrates, and Council of the city of Edinburgh against the additional provision clause was read.

Mr TALBOT and Mr HOPE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of Robert Cox, Writer to the Signet and others, against the bill was read.

Messrs RICHARDSON and CONNELL stated that they should appear as agents for the petitioners upon the clauses.

The petition of the Provost and Magistrates and Council of the town of Leith against the additional provision clause was read.

Messrs GRAHAME, MONCRIEFF, and WEEMS stated that they should appear for the petitioners at a future stage of the proceedings.

The petition of certain inhabitants and householders of the town of Leith against the bill was read.

Messrs GRAHAME, MONCRIEFF, and WEEMS stated

that they should appear for the petitioners at a future stage of the proceedings.

The petition of the Provost, Magistrates, and Council of the town of Leith against the bill was read.

Messrs GRAHAME, MONCRIEFF, and WEEMS stated that they should appear for the petitioners at a future stage of proceedings.

The petition of certain inhabitants and householders of the town of Leith against the additional provision clause was read.

Messrs GRAHAME, MONCRIEFF, and WEEMS stated that they should appear in support of the petition at a future stage of the proceedings.

The petition of certain millowners, on or adjacent to the North Esk, against the bill was read.

Mr TALBOT and Mr HOPE appeared as counsel; Messrs DEANS, DUNLOP, and HOPE appeared as agents.

Mr AUSTEN stated that at the proper time he should object to the right of the parties to appear on this petition.

The petition of John Inglis, Esq., against the bill was read.

Mr Sergeant WRANGHAM and Mr MACONOCHE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of Alexander Cowan, paper manufacturer, against the bill was read.

Mr Sergeant WRANGHAM and Mr MACONOCHE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of certain inhabitants of the city of Edinburgh against the bill was read.

Mr TALBOT and Mr HOPE appeared as counsel, and Mr McLAREN, one of the petitioners; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of certain inhabitants of the city of Edinburgh against the additional provision clause was read.

Mr TALBOT and Mr HOPE appeared as counsel; Messrs SPOTTISWOODE and ROBERTSON appeared as agents.

The petition of John Hall Maxwell, Esq., against the bill was read.

Mr RICHARDSON stated that he should appear upon this petition hereafter, but not at present.

The petition of the Chairman and Managers of the Edinburgh Charity Workhouse against the bill was read.

Mr McNEILL appeared as counsel; Messrs DEANS, DUNLOP, and HOPE appeared as agents.

The petition of the Chairman and Managers of the Edinburgh Charity Workhouse against the additional provision clause was read.

Mr McNEILL appeared as counsel; Messrs DEANS, DUNLOP, and HOPE appeared as agents.

The petition of certain inhabitants of the town of Leith against the bill was read.

The petition of William Johnson, referred to this committee, having been presented on the 28th of the present month, the attention of the committee was called to the circumstance that it was too late.

Mr AUSTIN stated that the promoters did not object to the petition being received.

The CHAIRMAN stated that the committee were of opinion, that under the standing orders the petition could not be received.

[A number of other petitions were presented against the bill, which did not pray to be heard by counsel, and in consequence were not remitted to the Committee.]

EVIDENCE OF MR JARDINE.

The DEAN of FACULTY was heard to open the case on the part of the promoters of the bill.

Mr James Jardine was called in, and examined by Mr Andrews, as follows:—

Q. Are you a civil engineer, residing in Edinburgh?—A. Yes.

Q. Were you employed in the years 1810 and 1811 by the Town Council of Edinburgh, to survey the springs in the neighbourhood, and to take levels?—A. Yes.

Q. That was with a view of bringing water into the city?—A. Yes; bringing an additional supply of water into the city.

Q. What were the springs that you were to survey, and that you surveyed at that time? Were they principally the Crawley and the Black Springs?—A. I surveyed the Crawley Springs, the Black Springs, and several other springs in the neighbourhood.

Q. Was Mr Telford joined with you in that survey?—A. Yes.

Q. I believe he made a report?—A. He made a report.

Q. Are you able to tell me the amount of the water which was brought into the city by works belonging to the Corporation previously to 1819?—A. The greatest supply we had at that time was about forty-four cubic feet a minute, and the least supply was about a third of that quantity.

Q. What proportion does a cubic foot bear to a gallon?—A. A cubic foot contains six gallons and very nearly a quarter.

Mr Andrews—Q. What was the amount of the population of Edinburgh in the year 1819?—A. I think it was about 112,000.

Q. What districts do you include when you speak of that population?—A. The whole bounds of police at that time, and the portions of St Cuthbert's, or West Church parish, which adjoins the city of Edinburgh.

Q. Do you include the Canongate in that?—A. Yes.

Mr Andrews—Q. Is that the same district under another name?—A. Yes.

Q. Is that the population according to the population returns?—A. Yes.

Committee—Q. The population returns of 1821?—A. The population returns of 1811 and 1821.

Q. Which is this taken from?—A. From both; and taking the addition from the one time to the other.

Mr Andrews—Q. You take the population of 1811 as given by the population returns, and the population of 1821 as given by the same returns, and then you have taken a large increase upon the population of 1811, in proportion to the increase shown by the returns of 1821?—A. Yes.

Q. Were there great complaints of want of water at that time?—Yes; very great.

Q. I believe, in addition to what you have now mentioned, there was a small supply from pumps and wells?—A. Yes; there was a small supply from pumps and wells.

Committee—Q. What was the supply per head per day?—A. It would be about three gallons per head, supposing that the water was supplied for no other purpose than for domestic purposes.

Mr Andrews—Q. That would be the greatest supply that was given?—A. Yes.

Q. That greatest supply you said was diminished to a third when the least supply was given in summer time?—A. I recollect in one of the preceding summers there was only a third of that quantity.

Q. So that would bring it to the supply of one gallon per day per individual?—A. Yes.

Q. I need hardly ask you if there were great complaints for want of water at that time?—A. No doubt.

Q. At that time was it conveyed by pipes to many houses, or to comparatively few?—A. Very few.

Q. Were those houses which were supplied by pipes chiefly in the New Town?—A. Yes.

Q. Was the Old Town almost entirely supplied by wells kept filled by the works of the Corporation?—A. Yes; street wells.

Q. I believe there was then a much less supply required in Edinburgh, from the habits of the people, than is now thought necessary?—A. A great deal less.

Q. Either for comfort or health?—A. Yes.

Q. You having been employed in this way by the Corporation, were you again employed in 1818 by the parties who afterwards formed the present Company?—A. Yes.

Q. Were you so employed by them to prepare surveys, and plans, and estimates, with a view of proceeding to Parliament to obtain authority to introduce more into the city?—A. Yes.

Q. Authority was obtained in 1819 from Parliament for carrying your plan into effect?—A. Yes.

Q. The works were then, I suppose, commenced immediately after the act had been obtained?—A. They were commenced in October 1819.

Q. And completed, and the supply brought in, in the year 1823, I believe?—A. Yes.

Q. That act authorised the Company to introduce the Crawley Springs, did it not?—A. Yes.

Q. Are they situated on the south side of the Pentland Hills, about nine miles from Edinburgh?—A. Yes; they are exactly nine miles from Edinburgh by the line of the aqueduct.

Q. Were you also authorised to bring in such quantity of water from the Glencorse Burn as should be declared expedient?—A. Yes.

Q. And thirdly, the water from the Black Springs?—A. Yes.

Q. Are those Black Springs situated on the north side of the Pentland Hills?—A. Yes.

Q. How far would they be from Edinburgh, if ever any pipes were laid from them to the Crawley Cistern?—A. About four miles further.

Q. Making altogether about thirteen miles from Edinburgh, by the course the works would have to come?—A. Yes.

Q. Then, by the works which were actually constructed under the act of 1819, did you introduce water from the Crawley Springs and from the Glencorse Burn?—A. Yes.

Q. But not the water from the Black Springs, I believe?—A. No.

Q. Where is the point from which water was taken from the Glencorse Burn? Is it about half a mile from Crawley Spring?—A. About half a mile.

Q. Then the whole length of the pipes and aqueduct to the city is about nine miles and a half?—A. Yes.

Q. Beginning at the Glencorse Burn, which, as I understand you, is the furthest point, the water is conducted by a stone tunnel for about half a mile to the fountain-head?—A. Yes.

Q. The waters are all collected at Crawley?—A. Yes.

Q. The Crawley Springs are brought to the same fountain-head by another stone tunnel?—A. Yes.

Q. From that fountain-head, at Crawley, is the water conducted to Edinburgh by a cast-iron pipe?—A. Yes.

Q. What is the diameter of that pipe?—A. The diameter at the fountain-head is twenty inches, and it diminishes as the declivity becomes greater, till it terminates in Edinburgh in fifteen inches.

Q. Was a compensation reservoir constructed at the same time above the Crawley Springs, for compensating the owners and occupiers of mills?—A. Yes.

Q. In what direction?—A. On Glencorse Burn.

Q. On what stream?—A. It is partly on what they call the Logan Water.

Q. The North Esk?—A. No Glencorse Burn discharges itself into the North Esk.

Q. How far is that reservoir situated above the Crawley Springs?—A. About a mile and a half.

Q. What quantity of water per minute was the aqueduct pipe from the fountain-head to be capable

of discharging into the city when full?—A. It discharged at first 255 cubic feet per minute, but discharges now only 250.

Q. What does the diminution arise from?—A. From the rusting of the upper part of the inside of the pipe.

Q. Did the water supplied by the Crawley Springs, and the water taken from the Glencorse Burn, keep the pipe constantly charged?—Yes, generally.

Q. Under the act of 1819, was the supply limited to the city of Edinburgh, and part of the parishes of St Cuthbert's and Canongate?—A. Yes; such parts of the parish of St Cuthbert's as the people wish to have water.

Q. There was a part of the parish that did not wish to have water?—A. Yes; they are too far from the town.

Q. The parish of St Cuthbert's is a very extensive parish?—A. It is.

Q. And the part actually supplied was the part next to the city of Edinburgh?—A. Yes.

Q. Have you ascertained the amount of population that were supplied with water when the works came into operation?—A. As to what I can make it out, taking the census of 1821, it was about 114,000,—taking in such parts of St Cuthbert's parish as were supplied.

Q. You would be able to know what part was supplied from the position of the Company's mains?—A. Yes.

Q. Reckoning the population upon the space supplied by the Company's mains, the population would be about 114,000?—A. Yes; as nearly as I can make it out.

Q. Then, taking the population to amount to that number, what quantity of gallons per day was the supply capable of affording for each individual?—A. About nineteen gallons, supposing no water was employed for manufactures of any sort.

Q. Supposing that it was all used for domestic purposes?—A. Yes.

Q. Do you know whether, up to 1825, the supply brought in by those means was constant?—A. Yes.

Q. Was it, in point of fact, more than was actually required?—A. Considerably more. A good deal ran to waste down some of the streets, and sometimes flooded the cellars; and we were obliged to turn it into a drain.

Q. In the year 1825, were you again employed to take surveys to bring in the Black Springs, the Bavelaw Springs, and such of the Listonshiels Springs as discharged themselves into the Bavelaw Burn?—A. Yes.

Q. Those springs are situated on the north side of the Pentland Hills?—A. Yes.

Q. Was it proposed to introduce them by conducting them to the fountain-head at the Crawley Springs?—A. No.

Q. I believe power was taken in the act for that purpose?—A. Yes.

Q. If those springs had been brought to the Crawley pipe, would they have been sufficient, with the Crawley Springs, to have done more than to keep the conduit-pipe charged so as to discharge into the city 225 cubic feet per minute?—A. Those springs alone, with the Crawley Springs, would not have been sufficient to have filled that pipe. It would still have been requisite to have taken a little water from the Glencorse Burn.

Q. You could not, therefore, by means of those

prings, have had a supply for the city of Edinburgh of spring water?—A. No.

Q. You must still have had recourse to the surface water from the Glencorse Burn?—Yes; part of it.

Q. After the act of 1826 was passed, was any part of the water authorised to be brought in introduced into the existing aqueduct pipes?—A. No.

Q. The supply through the existing conduit-pipes continued to be sufficient?—A. Yes.

Q. What was the reason that you did not make use of the water from the Black Springs with what you have given? Was it that you could not have dispensed with the surface water?—A. Yes.

Q. Were you, last year, after the summer's drought, again employed by the Company to make surveys, and plans, and estimates, with the view of bringing in an additional supply adapted to the altered circumstances of the city of Edinburgh and the town of Leith, and the places adjacent?—A. Yes.

Q. Did you make a survey accordingly?—A. Yes.

Q. Were the plans upon the table prepared by you?—A. Yes.

Q. Do you know whether, during the drought of last summer, there was a great deficiency of water in the city of Edinburgh?—A. Yes.

Q. Do you know whether, during a considerable portion of that period, the Company were in the habit of paying large sums of money to the millers per day, for the use of the water that would otherwise have gone to the compensation pond for the millers?—A. I do not know of my own knowledge, for I do not know of any money being paid.

Q. Upon the survey that you made, and the consideration you gave to the question, did you come to the conclusion that the springs, situated in the lands of Colzium, Cairns, and Harperrig, might be brought into Edinburgh?—A. Yes.

Q. Where are those springs situated,—in what parish?—A. They are situated chiefly in the parish of Midcalder, but partly also in the parish of Kirknewton.

Q. Are they on the north side of the Pentland Hills?—A. Yes; on the north-west of them.

Q. About how far from Edinburgh by the line of the intended aqueduct?—A. From the places where they are first collected it is about fifteen miles; but one of the feeders is about a mile long, nearly in the same direction, which makes it about sixteen miles.

Q. Then, in the first place, do you propose that the different springs, in the part you call Colzium, should be collected and conducted in conduits, with a cistern, which you have marked upon the plan above the proposed compensation reservoir?—A. Yes.

Q. That is where you first collect the water from the different springs of Colzium?—A. Yes.

Q. Does that take in the Cairns and the Harperrig Springs?—A. No; it takes in the Colzium Springs; but the Cairns Springs are lower down.

Q. After you have got the water from the Colzium Springs into your cistern, do you take the water on by stone aqueducts to another cistern at Harperrig Burn?—A. Yes.

Q. Then do you intend to take the water from the Harperrig Springs also into that cistern?—A. Yes.

Q. The second cistern will unite the waters of the Colzium Springs and the Harperrig Springs?—A. Yes.

Q. Then, having united the waters from these springs, do you intend to conduct them by a stone

aqueduct to another cistern above Bavelaw Mill?—A. Yes.

Q. How far is that from the second cistern?—A. About three miles.

Q. You conduct them these three miles to the third mile cistern above the Bavelaw Mill?—A. Yes.

Q. Do you intend to conduct the water from the Bavelaw Springs and the Listonshiels Springs into the same cistern?—A. Yes.

Q. Will that unite the waters from all the new springs?—A. No; it will not unite the water from the Black Springs.

Q. I will ask you about the Black Springs separately. Will that unite the water from all the new springs except the Black Springs?—A. Yes.

Q. Having collected the water from those springs into that cistern, do you intend to carry that water by stone aqueducts to the last cistern in your plan at Torphin?—A. Yes; near the top of Torphin Hill.

Q. Is the fall from the different springs gradual to that point?—A. Yes.

Q. And I believe no great descent anywhere?—A. No.

Q. From that cistern at Torphin Hill, going on towards Edinburgh, does the line of country become unequal?—A. Yes; it falls very considerably between Torphin Hill and Collinton.

Q. Is the country unequal?—A. Yes.

Q. Then do you propose to carry the water from that last cistern,—the Torphin Hill Cistern,—in a cast-iron pipe?—A. Yes.

Q. I suppose that would carry it all the way to the Company's existing reservoir at Castle Hill?—A. Yes.

Q. And thence the supplies to be distributed to the city and other places?—A. Not from the reservoir on the Castle Hill,—only a small portion of it. Most of the water will be carried by the present mains directly to the houses, and only a small portion to the Castle Hill.

Q. Then the fountain-head for the supply of houses, for the chief part, will be the cistern at Torphin Hill?—A. Yes.

Q. And you will get the pressure that the elevation of that cistern gives you?—A. Yes.

Q. With respect to the Black Springs, will it be more convenient, and attended with less engineering difficulty, to conduct them to the fountain-head at the Crawley Spring, and from thence by the existing pipe to Edinburgh?—A. Yes.

Q. And I suppose it will be attended with less expense?—A. Yes.

Q. You have given us the way in which you mean to conduct the water from the Bavelaw Springs; but if it were not necessary to have the new works on the north side of the Pentland Hill, the water from those springs might be conducted to the Black Springs, I believe, and then, together with the Black Springs, taken to the existing Crawley Fountain?—A. Yes.

Q. Will it be attended with less expense, owing to the fall of the country, to take the Bavelaw and Listonshiels Springs into the new line of works?—A. Yes.

Q. With respect to the Black Springs, could they be taken into the new aqueduct?—A. Yes; but it would be very expensive: there would be first the crossing the compensation reservoir, and then a pretty high ridge at Threipmuir.

Committee—Q. Could you take the Bavelaw and

the Listonshiels Springs into the Crawley Pipe?—
A. Yes.

Q. You do not mean that it would be a cheaper arrangement to construct the whole of these works than to carry the Bavelaw Springs by the Black Springs to Crawley?—A. No.

Mr Andrews—Q. What you mean is, that assuming the existence of the old aqueduct, and the proposed new reservoir and aqueduct, it is cheaper to take the water from the Bavelaw Springs into Edinburgh by means of the new aqueduct than the old one?—A. Yes.

Q. Supposing there were to be no new aqueduct at all, and the water from the Bavelaw Springs and the Listonshiels Springs was brought into the Crawley Fountain-head, and so was carried through the existing aqueduct into Edinburgh, would you be able to give a larger supply to Edinburgh, under favourable circumstances?—A. You would not give more than the pipe would carry.

Q. And the pipe can only deliver 250 cubic feet a minute?—A. Yes.

Q. Is the pipe, when there is any water to be got to fill it, full at present?—A. Yes.

Q. Supposing that you wanted to get additional supply of water to Edinburgh from the Listonshiels Springs and Bavelaw Springs, you would not only have to conduct it from the fountain-head at Crawley, but you would be obliged to have a new aqueduct?—A. If you wanted to bring more water in.

Q. I see, upon your plan, that you intend to form two compensation reservoirs?—A. Yes.

Q. There is one to be formed at Harperrig on the Water of Leith?—A. Yes.

Q. So as to compensate the millowners on that water for the water taken, which would otherwise flow into the river?—A. Yes.

Q. And another lower down on the Bavelaw Burn?—A. Yes.

Q. To compensate the millowners on the Bavelaw Burn?—Yes; and on the Water of Leith, below the Bavelaw.

Q. Below the point of junction of the Bavelaw with the Water of Leith?—A. Yes.

Q. With respect to the quantity of water that you are about to introduce by your new aqueduct on the north side, and through the iron pipe, from the cistern at Torphin Hill;—in the first place, what do you intend the diameter of that pipe to be?—A. Sixteen inches.

Q. How much will that be capable of introducing per minute?—A. 360 cubic feet per minute, when it is filled.

Q. The quantity introduced by that pipe will be greater in proportion than that introduced by the Crawley Pipe, on account of the declivity and consequent pressure?—A. Yes; the height of the fountain-head at Torphin Hill is 200 feet above the level of the fountain-head at the Crawley Spring, and, of course, a smaller pipe will discharge as much water as from the Crawley Spring.

Q. From the greater pressure?—A. Yes.

Q. Will the springs from which the supply is to be collected be sufficient, generally, to allow the pipe to be entirely charged?—A. Yes.

Q. That, I suppose, is with the exception of seasons of very unusual drought, like the last?—A. Yes.

Q. But even with such a season as that, how much could you have sent into Edinburgh, after allowing

a sufficiency for compensation to the millers,—would it be merely 280 cubic feet per minute?—A. Yes.

Q. Will you give us the names of the springs whose waters you mean to collect in the Torphin Hill Cistern, and the amount of each?—A. They are very numerous, and many of them have no names.

Q. Will you point out the larger ones, and give, as the names of each cluster of springs, first, those that you bring into the first cistern?—A. From the Colzium Springs and the springs in that neighbourhood, all would be brought to the Harperrig Cistern: the whole quantity brought to the Harperrig Cistern would be 180 cubic feet per minute.

Q. That is the second cistern?—A. Yes.

Q. Does that include the first?—A. Yes.

Q. Can you subdivide that into what is brought to the Harperrig from the Colzium Cistern, and what is brought into the Harperrig from the springs in the vicinity of that cistern?—A. I cannot state that very readily.

Q. When you come to the third cistern, what is the quantity delivered from the Listonshiels and Bavelaw?—A. Before that, there are the springs called the Cowburn Springs, which lie in the lands of Listonshiels, and which discharge their waters into the Water of Leith.

Committee—Q. Is that the same that you call the Listonshiels?—A. No; the Listonshiels consists of two parts; one portion of the water runs into Bavelaw Burn, and another portion runs directly into the Water of Leith.

Q. What is the whole quantity you collected in the cistern?—A. The whole quantity collected at the cistern near Bavelaw Mill, which also includes the last I mentioned, would be 200 cubic feet a minute.

Q. There is an addition of twenty feet from those springs?—A. Yes.

Q. Is that alone from the Bavelaw Springs, or does it include the Colzium Springs?—A. It includes the Colzium, and a portion of the springs from the lands of Listonshiels, that do not run into the Bavelaw.

Q. That addition of twenty feet is got from that part of the Listonshiels Springs that do not run into the Bavelaw Burn?—A. Yes.

Q. Some of the springs of Listonshiels run directly into the Water of Leith, others run into Bavelaw Burn?—A. Yes.

Q. And that addition of twenty feet, which will come into the third cistern, is made up from the springs of Liston, that discharge themselves into the Water of Leith?—A. Yes.

Mr Andrews—Q. You say that from this fountain-head, which is at Torphin, you discharge 360 feet per minute?—A. Yes.

Q. Will you carry yourself back to the cistern before you arrive at Torphin,—that is, at Listonshiels?—A. Yes; near Bavelaw Mills.

Q. Can you tell me the quantity which would be discharged from the cistern at Bavelaw Mill, irrespective of the water which joins the waters from that cistern before they get to Torphin Hill?—A. 180 additional feet per minute, between the second and third cistern, is obtained.

Q. Would the water that would be introduced from the different springs you have been describing be good pure spring water?—A. Yes; it is all excellent pure water.

Q. The whole 360 feet coming in by the new pipe would be pure spring water?—A. Yes.

Q. With respect to the Black Springs, what quan-

tity of water would the pipe for conducting the Black Springs to Crawley discharge on an average per minute?—A. About fifteen cubic feet.

Q. What water is the Black Spring water? Is it surface water or spring water?—A. It is a very excellent spring water.

Q. In your opinion, what will be the result of the whole works being in operation,—what quantity of water will the existing works introduce per minute upon the average?—A. The Bavelaw Springs and the Listonshiels Springs, which discharge themselves into the Bavelaw Burn, amount to 120 cubic feet.

Q. You have 180 coming to the third cistern from sources subsequent to the second cistern?—A. Yes; and the existing works will introduce 190 cubic feet.

Q. How much will be introduced by the intended new pipe by Torphin Hill?—A. On the average, I should think 305 feet.

Q. How much from the Black Springs?—A. Fifteen, as I have mentioned.

Q. That will make together 510 cubic feet per minute?—A. Yes.

Q. The water from the Black Springs being introduced into Edinburgh in the existing pipe, I suppose the effect of that would be to substitute pure spring water for the surface water now carried through the pipe?—A. Yes, a portion of it.

Q. You have made a calculation, not only with reference to what, under ordinary circumstances, would be the average supply from the spring?—A. Yes.

Q. This supply would amount to 734,400 cubic feet per day?—A. Yes.

Q. And that, I believe, done into gallons, is 4,576,780 gallons?—A. Yes.

Q. What does the population, to be supplied with water from those sources, in the city of Edinburgh and in the other places adjacent, where the mains are laid, amount to?—A. The population I take at present at 166,000 individuals, which, by the last census, is nearly correct. Then, supposing that no water is used for manufactures, or such purposes, it will make 27½ gallons per day for each individual.

Committee—Q. What districts do you include in that population?—A. I include all the bounds of the Police, Edinburgh, Leith, and Newhaven, and the high grounds that run westward, and all Newington, and Morningside to the Powburn, and the south side of the city, bounded by Arthur's Seat.

Q. Are your main pipes at the present moment laid throughout the district you have just been describing?—A. Yes.

Q. This is the existing population of the district through which your pipes are at present laid?—A. Yes.

Mr Andrews—Q. Taking the average supply by the present works at 190 cubic feet per minute, the quantity per day would be 273,000?—A. Yes.

Q. That is about 1,641,600 imperial gallons per day?—A. Yes.

Q. Not giving above ten gallons to each individual of such a population as you have described?—A. No.

Q. In the calculation no allowance is made for the quantity employed for manufacturing purposes, and for purposes of police, such as watering the streets?—A. Yes, and steam engines.

Q. And for fires?—A. Yes.

Q. Is there a supply given to the shipping of Leith?—A. Yes.

Q. That also would have to be deducted?—A. Yes, of course.

Q. If the whole of the present supply were devoted to domestic purposes alone, would it, in your opinion, be sufficient?—A. No.

Q. In consequence of the supply being procured from a higher level, will not the houses in Edinburgh be better supplied with water than they are at present, up to the top parts of them?—A. Yes. There are two places that are very high;—there is the ridge of the Boroughmuir from Merchiston Castle to Newington. That ridge is considerably higher than most other parts in the neighbourhood of the town, and it is very difficult at the present moment to supply it with water, on account of the great height.

Q. What is the other elevated spot to which you referred?—A. I mentioned Morningside.

Q. Is there a part near Trinity?—Yes; there is a ridge that runs up from Leith all the way between Newhaven and the Water of Leith.

Q. Are those places closely populated?—A. Yes; especially Newington.

Q. Are you able to say whether the new springs at Colzium, and the other new springs that you have described, are less likely to be dried up in a dry summer, than the present sources from which water is obtained for Edinburgh?—A. Yes; they are less likely.

Q. What is the total amount of your estimate?—A. L.111,500.

Q. What is the portion of that applicable to the compensation reservoirs, and conducting the Colzium, Cairns, Harperrig, and Cowburn Springs to Edinburgh?—A. L.84,412.

Q. That includes the whole line of aqueduct?—A. Yes; but the aqueduct from the cistern at Bavelaw Mill, and the cast-iron pipe from the cistern at Torphin Hill, are, according to that estimate, of sufficient size to conduct the Bavelaw and Listonshiels Springs also.

Committee—Q. Does that statement include the expense of the conduit from West Bavelaw to the new line?—A. No; this is not included in the expense.

Mr Andrews—Q. What will be the expense of conducting the Bavelaw and Listonshiels Springs to the cistern on the main line near Bavelaw Mill?—A. The expense of making the compensation reservoir in lieu of them will be L.23,923.

Q. With respect to the compensation ponds, how do you propose that they should be used? Do you intend the millers to have the regulation of them?—A. It is intended to construct them of sufficient capacity to contain a certain quantity of water, and then to allow the millowners to draw them as they choose.

Q. So that they should not interfere at all with the management of the water supplied to Edinburgh?—A. No.

Q. You told me your whole estimate was L.111,500, and that the first portion of that for carrying water into Edinburgh was L.82,112, and that the second item was L.23,923; that leaves a small balance,—how is that supplied?—A. The other portion is for conducting the Black Springs to the Crawley Fountain, which is L.5165.

Q. Those three sums added together make the total of your estimate L.111,500?—A. Yes.

Q. In your opinion, could these works be constructed for that sum?—A. As far as I am able to judge, I think they could.

Q. I must ask you further, in support of the preamble, if the Company's pipe has introduced a large quantity of water into the city of Edinburgh?—A. Yes; I mentioned that they have introduced 250 cubic feet per minute.

Q. In your opinion, is it necessary to introduce a further supply?—A. Yes.

Q. Would it be highly advantageous to the part supplied with water if that were done?—A. I think so.

The witness withdrew.

Adjourned to Monday next, at twelve o'clock.

Lunæ, 3 die Aprilis 1843.

Mr James Jardine called in, and examined further by the *Dean of Faculty*, as follows:—

Q. What is the distance from Edinburgh to the Torphin Cistern?—A. The distance from Edinburgh to the Torphin Fountain-head is five miles and two furlongs.

Q. What is the expense of that portion of the pipe?—A. L.25,138.

By the *Committee*—Q. Is that for the pipes and cistern, and all?—A. Yes; everything from Edinburgh to Torphin.

Q. Does it include the fountain-head?—A. Yes.

Dean of Faculty—Q. Then, from the Torphin Cistern, what is the distance from the cistern at the Bavelaw Mill?—A. Four miles and seven furlongs.

Q. What is the expense of that part of the works including the cistern?—A. L.9925.

Q. What is the distance from that cistern to cistern No. 2, at Harperrig?—A. Four miles and seven furlongs.

Q. What is the cost?—A. L.11,688.

By the *Committee*—Also including the fountain-head and the cistern?—A. Yes.

Dean of Faculty—Q. Then, from the cistern at Harperrig to cistern No. 1, at East Colzium, how much?—A. Two miles.

Q. And the expense?—A. L.3822.

Q. Does that include the expense of bringing the springs into the different cisterns as you go along?—A. No.

Q. Have you got that as to each severally?—A. I have got that as to each group.

Q. Give it us as applicable to each group: Begin with the one nearest Edinburgh?—A. Collecting and conducting the Bavelaw Springs and the Listonshiels Springs into the Bavelaw Cistern, L.4038. The second group are the springs which discharge their water into the Harperrig Burn, and the expense of collecting and conducting those is L.1734. Then, for collecting the springs at East Colzium, where there are three groups from the three burns that fall in,—viz., the West Burn, the Mid Burn, and the East Burn,—L.3918.

Q. Those are all the group?—A. Yes.

Q. What is the expense of the proposed compensation reservoir at Harperrig?—A. I will take first the Bavelaw, or the compensation reservoir at Barclay Burn, L.19,885.

Q. What is the other reservoir at Harperrig?—A. L.26,017.

Q. For what group is that compensation?—A. That is to compensate for the brook at the Cowburn, and Coldwell, and Harperrig Springs, and the Colzium Springs; that is to say, the West Burn, the Mid Burn, and the East Burn.

Q. What is the estimate for the expense of taking the Black Springs to Crawley?—A. L.5165.

Q. This calculation is made upon the supposition of the whole work going on?—A. Yes.

By the *Committee*—Q. What is the total amount of all those items?—L.111,500.

Q. Is not there a compensation reservoir for the Black Springs?—A. No; because the Bavelaw Reservoir compensate both for the Bavelaw Springs, the Listonshiels, and the Black Springs; they all run into the Bavelaw Burn.

Dean of Faculty—Q. Now, can you give us the average of the different springs in groups?—A. I will begin at the lower end: The average discharge of the Bavelaw Springs is 116 cubic feet per minute.

Q. Can you give them separately?—Yes; the Bavelaw is 45, and the Listonshiels 71.

By the *Committee*—Q. Is that the average, or is there any variation?—A. That is the average; there is very great variation.

Q. Is that maximum, or the average?—A. The average.

Q. What date is the average taken from?—A. I took it from the measurements that I made in 1826, 1827, and 1828, and deducted from that the water requisite for the ground and for watering cattle.

Dean of Faculty—Q. Into what cistern does that group go?—A. Into the Bavelaw Mill Cistern.

Q. What is the next?—A. The next is the spring which runs into the Cowburn and Coldwell,—that is thirty-seven cubic feet per minute upon the average.

Q. Do these also fall into the Bavelaw?—A. No, these do not fall into the Bavelaw; these run along the Cowburn into the Water of Leith.

Q. You collect these springs in the Bavelaw Cistern?—A. Yes.

Q. What is the total amount that falls into Bavelaw Cistern?—A. 150 cubic feet.

Mr Talbot—Q. Can you separate the Cowburn and Coldwell?—A. The Coldwell is very nearly twelve cubic feet per minute, and the rest is the Cowburn.

Dean of Faculty—Q. What is the average discharge of the Harperrig?—A. Forty-six cubic feet per minute.

Q. That is to be collected, of course, in the Harperrig Cistern?—A. Yes.

Q. What is the Colzium?—A. 121.

Q. That is to be collected in the Colzium Cistern?—A. Yes.

Q. What is the average amount of spring water altogether proposed to be brought into the city by the new line?—A. 320 cubic feet per minute.

Q. That does not include the Black Spring, which goes to Crawley?—A. No.

Q. Suppose the Black Spring, the Bavelaw and the Listonshiels Springs, had been brought into Edinburgh last year during the drought, would those have been sufficient to have supplied the city?—A. No.

Q. Would you state why not?—A. Because the whole of them in October last was only 106 cubic feet per minute.

Q. Would that have been the whole supply for the city?—A. Yes.

Q. Where would the rest have gone?—A. I apprehend it would have gone to the millers on the east.

Q. They must be supplied first, must not they, by the statute?—A. Yes.

Q. But you know that they made a demand, and got compensation for allowing the water to come in last year?—A. I have heard them complaining, and asking money; but I did not pay any of the money over.

Q. What is the amount of the supply of the Black Springs?—A. Fifteen cubic feet per minute on the average.

Cross-examined by Mr Talbot—Q. You have been in constant communication with the Directors of the Water Company upon this matter?—A. No.

Q. Were you consulted by them in October last?—A. Yes; I was at a meeting in October last.

Q. Were you consulted by them in October last?—A. I was myself, in October last, at the Pentland Hills at Colzium.

Q. In behalf of the Company?—A. Yes.

Q. Exercising your professional skill there?—A. Yes.

Q. Did I understand you correctly to say that the Bavelaw Springs, and the other springs you mentioned, would not have afforded a sufficient supply to Edinburgh during the last drought?—A. Yes.

Q. Did you learn from the Directors of the Company that they had advertised in the public newspapers of Edinburgh, that the water which they had already a right to would afford an overflowing supply?—A. No; I did not.

Q. I must trouble you for a little more detail than you have given to my learned friend with respect to the Colzium Springs: Have the goodness to tell me the names of those springs. I ask you this question with a view to clause G 41 of the bill, which says, And be it enacted, that the Company should be bound to bring into Edinburgh the said springs in the lands of East Colzium, East Cairns, and Harperrig, with expedition, and, at all events, within five years from and after the passing of this act. Do these three names, East Colzium, East Cairns, and Harperrig comprise all the Colzium Springs?—A. No.

Q. What quantity of water do these springs in East Colzium, East Cairns, and Harperrig discharge,—what proportion of the 120 feet you have given us?—A. There are some springs comprised in the lands of the West Cairns.

Q. And some in the West Colzium?—A. I think not.

You do not know any?—A. No.

Q. Do you know of any at Cresswood Burn?—A. They were not proposed to be taken.

Q. Am I to understand that the 120 cubic feet of water is all water produced by Harperrig, or East Cairns, or East Colzium?—A. Yes; by the whole of them taken together.

Q. By no other springs?—A. By no other springs.

Q. What springs are included in the description in the clause which I have read,—namely, East Colzium, East Cairns, and Harperrig Streams?—A. It includes the whole that I stated, except those which rise in West Cairns.

Q. Are the West Cairns any part of the 120 feet?—A. Yes.

Q. What deduction is to be made from the 120 feet, in respect of the proceeds of the West Cairns Springs?—A. I should think about five cubic feet. I cannot tell exactly, because the springs were measured together.

Q. Is there any other deduction to be made from the 120 feet?—A. I do not know any other.

Q. You do not include anything from the Cresswood Farm?—A. No.

Q. Does your estimate include the cost of the springs?—A. Yes.

Q. What does it include in respect of the Colzium Springs?—A. East Cairns and East Colzium, L.680.

Q. Do you mean that that includes all that the Directors have been called upon to pay in respect of

those springs?—A. I do not know what they have been called upon to pay.

Q. Do you not know that they have given L.12,000 to get possession of those springs?—A. No; I do not.

Q. You never heard it from any of the Water Company?—A. I may certainly have heard it; but I do not know it.

Q. Have you not heard from the members of the Water Company, that they have paid L.12,000 to the Chairman for those springs?—A. I never heard that they had paid to the Chairman L.12,000.

Q. Have you heard that they paid to anybody L.12,000?—A. No.

Q. Do you know that they have stated, upon the face of their bill, that the lands were purchased by John Learmonth, Esquire of Dean, and sold by him to the Company?—A. I do not recollect that it is in the bill.

Q. Who is Mr Learmonth?—A. He is a gentleman that resides in Edinburgh.

Q. Is he the Chairman of the Water Company?—A. Yes.

Q. At all events, your estimate includes but L.680 for those springs?—A. It includes more; it includes a good deal of land for the reservoir.

Q. What does it include in respect of East Colzium, which was Mr Downie of Appin's Land?—A. I have told you.

Q. L.600 odd?—A. Yes.

Q. What has been giving to my Lord Morton at Harperrig?—A. I do not know.

Q. Who is the person who will know that who is to be called?—A. I do not know.

Q. Is Mr Balfour, the Secretary of the Company, here?—A. He was here about an hour ago.

Q. You do not know from Mr Learmonth, for instance, what bargain has been made with Lord Morton?—A. No.

Q. What have you put down to be paid to Lord Morton; you are aware that he is the owner?—A. He is the owner of a part of it.

Q. What is to be given to him?—A. Supposing that the reservoir takes 110 acres from Lord Morton, I have put it at L.108 per acre.

Q. How many acres does the reservoir contain?—A. About 230.

Q. Is that all Lord Morton's?—A. No.

Q. What portion of it belongs to Lord Morton?—A. That portion I have mentioned, 110 acres.

Q. Then it is 110 acres, at L.108 per acre?—A. Yes; L.11,880.

Q. How did you calculate the value of the springs at Colzium, for which you have put down L.680?—A. I calculated the value by considering what was likely to be paid for it.

Q. Have you been concerned with regard to the supply of water to Edinburgh since 1811, or thereabouts?—A. Yes; in 1810 and 1811 I measured a number of the springs in the neighbourhood of Edinburgh, but I was not otherwise concerned till 1818.

Q. Did you act under the directions of Mr Telford and Mr Rennie before the Company had anything to do with it?—A. Yes.

Q. That was about the year 1818?—A. It was under the direction of Mr Telford first in 1810 and 1811; and in 1818 under the direction of both Mr Telford and Mr Rennie.

Q. Did you concur in their report? Did they publish a report at the time?—A. I am not aware of any

report that Mr Rennie gave, but I think Mr Telford made a report in 1811.

Q. Do you know that, under the directions of Mr Rennie and Mr Telford, the works which were laid down in 1819 by the Company, were formed so as to admit of extension? I am speaking of the works from Crawley to Edinburgh.—A. I am not aware that they contemplate any extension of any portion of it.

Q. Do you not know, for instance, that the pipe was much larger than was necessary for the supply from Crawley?—A. Yes.

Q. Under whose direction was that done?—A. Under the direction of Mr Telford and Mr Rennie. I think Mr Rennie was consulted.

Q. You say that you do not know that there was any contemplated extension; can you tell me for what reason the extra expense was incurred for making the pipe so large?—A. The pipe was much larger in order that it might take in the Glencorse Burn as well as the springs.

Q. Do you mean to say that that was the reason why that pipe was made larger, to take the Glencorse Burn only?—A. Also at some ultimate period to take in the Black Springs.

Q. Do you mean that it was not contemplated also to take the Bavelaw Springs?—A. No.

Q. That you state positively?—A. Yes; I know it to be true.

Q. That Mr Rennie and Mr Telford never contemplated taking the Bavelaw Springs?—A. So far as I know.

Q. You have stated you "know it to be true." Do you mean to state that Mr Rennie and Mr Telford never contemplated taking the Bavelaw Springs by that pipe?—A. Yes.

Q. What was the additional expense of constructing the aqueduct pipe of the large size?—A. I do not know.

Q. Do you not know that it extended to as high a figure as L.30,000?—A. I do not know.

Q. Have you never heard it stated, or seen it written, as coming from the Directors of the Company, that it cost L.30,000 for the increased works that were then made?—A. I do not remember having heard that said.

Q. Did you ever make the estimate in 1819?—A. No.

Q. Did you ever read this, as a statement by the Directors of the Water Company, that "their works had cost above L.180,000; L.30,000 of that sum having been laid out with a view to bring in the Black Springs in the valley of the Bavelaw, whenever they should have occasion for them?" Did you ever read that?—A. No.

Q. Or see it advertised to the public?—A. No.

Q. Did you ever hear it from any of the present Directors of the Company?—A. I do not recollect that I ever did.

Q. Were you consulted in 1825?—A. Yes.

Q. Do you know that the Directors recited upon the face of their preamble, to the act of 1826, that the pipe had been made too large?—A. No.

Q. You did not advise that statement at all events?—A. No.

Q. Did you ever have occasion to measure the clusters of springs,—the Bavelaw, the Black Springs, and the Listonshiels?—A. Yes.

Q. In what capacity?—A. I was employed by Mr Rennie to measure them along with Mr Bald, who was employed on the part of the millowners.

Q. Was that under the powers of the act of Parliament of 1826?—A. Yes.

Q. Under the authority of the Sheriff-Depute?—A. I think it was.

Q. When so employed, did you measure the springs?—A. Yes.

Q. In what year?—A. Part in the year 1826, in three months of that year, and six or eight months of 1827, and the other part in the year 1828.

Q. In three successive years?—A. Yes.

Q. The act of Parliament directed you to find the average quantity discharged in those years?—A. Yes.

Q. Did you proceed on the footing of ascertaining the average discharge of those three years?—A. Yes.

Q. Did you report the quantities?—A. Yes.

Q. What was the quantity which you reported as due to the Bavelaw Springs on the average?—A. I think fifty-seven cubic feet a minute.

Q. And the Black Springs?—A. Twenty-two.

Q. And the Listonshiels Springs?—A. Seventy-seven.

Q. Did you not report that the Listonshiels Springs produced 120 cubic feet?—A. This is the portion of the Listonshiels Springs that discharge their water into Bavelaw Burn.

Q. I am speaking of your report as given under the authority of the Sheriff, as to the average quantities yielded by the springs in the valley of Bavelaw, by the Black Springs, and by the Listonshiels Springs; and I want to know whether upon that occasion you did not report the Listonshiels to produce 124 cubic feet per minute?—A. It may be so, but I do not remember.

Q. You have been speaking from a note as to the other springs. Does your note fail about Listonshiels?—A. My note does not contain the Cowburn Springs and the Coldwell Springs, and those rises on the lands of Listonshiels.

Q. Were you not reporting at that time upon the springs that the Water Company were entitled to take under the act of 1826?—A. They were not entitled to take those under the act of 1826.

Q. Not the Cowburn and the Coldwell?—A. No.

Q. Were you not reporting to the Sheriff, under the act of Parliament, as to the amount that they were entitled to take under the act of 1826? Allow me to call your attention to the clause. It is clause 26th of the 7th George the Fourth, "That the engineers after mentioned, or any two of them to be named by the Sheriff-Depute of the shire of Edinburgh, shall measure, gauge, and estimate, in such manner as to them shall seem proper, the average ordinary discharge of such of the said springs and feeders of Bavelaw Burn, Stream Burn, and the River Leith, exclusive of flood water, as shall be intended to be taken or used by the said Company." Have the goodness to tell me whether you fulfilled that clause in your measurement or not?—A. We measured the Cowburn Springs and the Coldwell Springs.

Q. Did you or did you not measure the water which was to be taken by the Company?—A. I did not understand that the water was to be taken by the Company, unless they made a reservoir somewhere else.

Q. Were you acting for the Company at the time?—A. Yes; or rather acting for Mr Rennie.

Q. Did you not know at the time that those springs were pointed out in the act of Parliament, and a limit of 1200 gallons per minute assigned as the quantity that the Company might take?—A. Yes;

but that was from the springs which rise in the lands of Listonshiels, and run into Bavelaw Burn.

Q. Am I to understand you as saying, then, that 1200 gallons per minute was to be had from the springs that run into Bavelaw Burn?—A. No.

Q. Then what do you mean by telling me of 1200 gallons per minute as applicable to this question?—A. It is not to exceed that, but it may never amount to that.

Q. Is the limit which is assigned in the act of Parliament an absurd one, in your opinion?—A. That limit was made before the springs were ever measured, and, of course, we had not exactly known what the measurement would be.

Q. Had you never measured the springs near Listonshiels before the Company obtained their act?—A. No.

Q. Nor anybody on their behalf?—A. Not before 1826.

Q. The act of Parliament passed in the year 1826. Had you not before the 26th of May 1826 ascertained the yield of those springs?—A. No.

Q. Nor anybody, as far as you know, for the Company?—A. Nor anybody, so far as I know.

Q. Did you appear to give evidence in support of the preamble upon that occasion?—A. I do not think I did.

Q. I will trouble you to refresh your recollection, and tell me whether you did or not. Did you not, as engineer, prepare the plan upon which that bill was founded?—A. Yes.

Q. Is that a copy of your plan?—[A tracing of a plan being shown to the witness]—A. That seems to be like it.

Q. Did you make the estimate for that plan?—A. I think not.

Q. Who did?—A. I think it must have been Mr Rennie or Mr Telford; Mr Telford, I think.

Q. Can you assign to the Committee any reason that you should have had for measuring water other than was within the reach of the Company?—A. Because it might come within the reach of the Company afterwards.

Q. Will you have the goodness to look at this:—“Edinburgh, 30th November 1825. James Jardine.” Is that your handwriting?—[The Parliamentary plan and estimate, deposited with the clerks of Parliament in reference to the bill of 1826, being shown to the witness]—A. Yes.

Q. Have you the least doubt that that was your estimate for the plan?—A. No; I have no doubt.

Q. Then it was not Mr Rennie or Mr Telford who made the estimate?—A. I thought it had been.

Q. Have you corrected that thought now?—A. Yes.

Q. Having seen that plan, and stated that you made the estimate, have you the least doubt that you supported the preamble by your evidence?—A. I think it is likely.

Q. Have you the least doubt about it?—A. I think it is very probable.

Q. Will you have the goodness to tell me what was the cost at the time, as estimated by you, of bringing the Bavelaw and Listonshiels Springs to Crawley, which the act of Parliament authorised?—A. I do not remember.

Q. Then I will trouble you to look at your estimate, and refresh your recollection. I want to know the cost, according to the estimate of taking the Bavelaw Springs and the Listonshiels Springs by the Black Springs, and with the Black Springs to Crawley?—A. I think it appears to be L.18,700.

Q. Then there is a compensation reservoir, L.16,000.—A. Yes.

Q. Would that make a total of something like L.39,000?—A. Yes.

Q. Now, if you will attend to me, I will tell you the items which I believe are applicable to that:—“The Listonshiels and Bavelaw Springs (I presume that means the purchase money), L.4500.”—A. Yes.

Q. “The Black Springs L.5500?”—A. Yes.

Q. “Ditto to Crawley,”—that is conveying the three to Crawley,—“L.13,200;” “compensation reservoirs, L.16,000.”—A. Yes.

Q. The ten per cent. for contingencies on L.39,200 would make L.3920,—making a total of L.43,120. Is there a single farthing of that estimate that you think ought to be added to in respect of these works? I want to know whether you then fairly stated to the Committee the cost of bringing the Bavelaw and the Listonshiels Springs, with the Black Springs, to Crawley?—A. I think I have.

Q. At that time, were not the expenses of iron pipes, and the expenses of labour, considerably more than they are at the present day?—A. Yes, they were.

Q. Supposing that to be the cost of executing the work at that date (L.43,120), what is the amount that you would strike off in respect to the change of times and prices,—ten per cent., or fifteen per cent., or twenty, or what?—A. About fifteen per cent.

Q. That would be about L.7000?—A. Yes.

Q. Now, I will repeat the question to you, though not exactly in the shape I put it before—Did you not report to the Sheriff, in conjunction with Mr Bald, that those springs so conveyed would produce 203 cubic feet of water per minute at Edinburgh independent of the Crawley?—A. I have not the measurement of the Cowburn Springs and the Coldwell.

Q. I am to take it as your recollection, after having called your attention to the act of Parliament, that, upon that occasion, when you were measuring under the act of Parliament, under the directions of the Sheriff, empowered by the act, you measured water which had nothing to do with the act of Parliament?—A. Certainly; the powers of the act did not enable them to take in the Cowburn Springs and the Coldwell.

Q. Are the Cowburn and Coldwell part of the Listonshiels?—A. Yes.

Q. You measured the Listonshiels water,—upon whose property?—A. On the property of Sir Robert Liston.

Q. Is the Cowburn upon his property?—A. Yes, part of it; the spring lies in his property.

By the Committee—Q. Did you then report with Mr Bald that those springs would yield 203 cubic feet per minute?—A. Yes; but I have not the note here of the measurement of the Cowburn and the Coldwell.

Mr Talbot—Q. What deduction am I to understand you to say was made for the Cowburn and Coldwell?—A. I do not know what the deduction is, because I have not the measurement.

Q. You have given it to us to-day, have you not?—A. I have given it you to-day as I make them now; but the Bavelaw Springs are now very much altered.

Q. What by?—A. By sheep drains; for several of the springs that were then measured do not exist.

By the Committee—Q. You have stated the dis-

charge of the Bavelaw and Listonshiels Springs upon an average taken in 1826, 1827, and 1828?—A. Yes.

Q. If you state the average discharge of these springs now, must you not make deduction in the same proportion for the Cowburn and Coldwell?—A. I mention only those springs that discharge their water into Bavelaw Burn.

Mr Talbot—Q. Do you mean to say that, between 1828,—the time at which you measured the springs, and the present time,—there is a large diminution in the amount of the proceeds of Cowburn and Coldwell Springs?—A. Not in those.

Q. Then I may take it, that at the time when you measured and ascertained the average of 1826, 1827, and 1828, the proceeds of the Coldwell and Cowburn Springs were about what they are now?—A. Yes; but I did not then know that water must be given off to Sir Robert Liston for the use of his farm.

Q. How much have you given to Sir Robert Liston for the use of his farm?—A. Nearly seven cubic feet per minute.

Q. That is what you propose to give under the new bill?—A. Yes.

Q. Did you propose any deduction of that kind in the bill of 1826?—A. No; because I did not know that we were under the necessity of giving him any.

Q. Will you glance your eye at this paper for a moment?—[This paper being shown to the witness, containing the measurements taken in 1826-27-28.

" NAMES OF SPRINGS.	Number of Cubic Feet which they yield per minute.	No. of Imp. Galls. which they yield per min., omitting decimals.
I. WESTER BAVELAW SPRINGS:		
1 Monkswell or March Spring	20.14707	125
2 Rowantree Left Bank	1.98151	12
3 Rowantree Well	6.58003	41
4 Nuns' do.	2.47107	15
5 Abbots' do.	1.11305	6
6 Friars' do.	1.06137	6
7 Brewers' do.	1.04803	6
8 Baxter's do.	10.92797	68
9 Malcolm's do.	1.45564	9
10 Kennedy's do.	.71190	4
11 Margaret's do.	.47714	2
12 Veitch's do.	1.15803	7
13 Land Drain	.23083	1
14 Butler Well	7.68000	48
Totals.....	57.04364	356
II. BLACK SPRINGS:		
1 Spring A	15.43408	96
2 Do. B	3.27145	20
3 Do. C C	3.47887	21
Totals.....	22.18440	138
III. LISTONSHIELS SPRINGS:		
1 Listonshiels Springs	124.21763	776
Abstract of the Whole.		
1. Wester Bavelaw Springs	57.04364	356
2. Black Springs	22.18440	138
3. Listonshiels Springs	124.21763	776
Grand Totals.....	203.44567	1270

" Notes.—One cubic foot of water is equal to six and one quarter imperial gallons.

" The above quantity of 1270 imperial gallons per minute, is equal to 1,828,800 gallons per day,—being upwards of eleven and one-third gallons per day additional for each of the 160,000 inhabitants of Edinburgh, Leith, and vicinity, according to the parliamentary census of 1841."

Q. Now, I want to know whether you did not report from these circumstances, be they what they may, 203 cubic feet per minute as the total of the average?—A. I think it is likely; but I have not the particulars of the report.

Q. Can you tell me at what date the Water Company became possessed by purchase of the Bavelaw and Listonshiels Springs?—A. I am not sure; it was somewhere about the latter end of 1825, or the beginning of 1826.

Q. Has there been a single drop of water conveyed from either of those springs, or from the Black Springs to Edinburgh?—A. No.

Q. What has been the supply which has been furnished to Edinburgh?—A. The supply has been chiefly the Crawley Springs, and a portion of the Glencorse Burn.

Q. What has been the aggregate supply? How many feet upon the average?—A. About 190.

Q. Of that, what proportion was yielded by Crawley, more or less?—A. Crawley varies, or did vary, at least in 1811, from 37 cubic feet per minute to 64.

Q. Is that the latest record you have of the proceeds of Crawley Spring?—A. The latest measurement was in 1815.

Q. What was the yield then?—A. I think it was thirty-seven cubic feet per minute and three-tenths.

Q. Will you tell me, then, of the 190 feet average which the citizens of Edinburgh have been drinking out of your pipe, how much has been spring water?—A. There would be a great portion of it; the average quantity between thirty-seven and sixty-four.

Q. We will strike the balance, and call it fifty, as the average supply of Crawley. Is it not an indisputable fact that, except that fifty feet of Crawley, the rest has been water of another description,—that of the Glencorse Burn?—A. Yes; but a portion of Glencorse Burn is filtered, and is as pure and clear as the Crawley water.

Q. Has any of the Glencorse water gone down into the cistern without being filtered?—A. Yes.

Q. How much?—A. I think about a third of the 250.

Q. We are speaking of the average of 190,—what proportion of that?—A. About a third of it.

Q. Have you not had your filtered water very much complained of by the inhabitants of Edinburgh?—A. Not the filtered water, but the unfiltered water.

Q. Has not the filtered been complained of?—A. I think not.

Q. Did you not send over to Paris, in order to see after a better filter?—A. No; the filter is the long tunnel that is parallel with the basin, and it yields continually clear water, but the unfiltered portion is taken directly from the basin.

By the Committee—Q. And all mixed in the cistern from which it is discharged at Edinburgh?—A. Yes.

Mr Talbot—Q. Have you sent for a new filter?—A. No.

Q. Are you at this moment constructing a tunnel from the burn?—A. No.

Q. Is there not an unfinished tunnel?—A. The tunnel is all finished.

Q. You speak of a tunnel for filtering: has there not been another tunnel partly constructed by the Company, to take in more of the burn water?—A. No; there has been no additional made since 1827.

Q. Has there been nothing begun of late?—A. No.

Q. Are there no new works of any description begun or in progress of completion?—A. There is a new road making, in order that afterwards the tunnel may be extended.

Q. What is the object of that?—A. To filter more of the water.

Q. To introduce more of the Glencorse water?—A. Yes.

Q. When was that discontinued, or is it discontinued?—A. It is not; it was done when it was originally made.

Q. When was it discontinued?—A. In 1824.

Q. I am told that there is some work which has been going on within a very recent period?—A. The making a new road.

Q. A turnpike road, or what?—A. A parish road.

Q. Has that anything to do with any alteration in the supply of water?—A. Yes; when the parish road is altered, it will allow the Company to extend the tunnel along the present road near the burn, by which a very considerable quantity of pure filtered water will be introduced through the gravel into the tunnel.

Q. Will that have the effect of increasing the quantity of Glencorse water which will get to Edinburgh?—A. No.

Q. Is it merely lengthening the filter?—A. Merely lengthening it.

Q. I understand that the water comes out perfectly pure from the end of the filter?—A. So it does.

Q. Is it to become purer still?—A. No; but much more water will come.

Q. More Glencorse water?—A. Yes.

By the Committee—Q. Do you mean to say that there is to be an increase of water, or only an increase of filtered water?—A. An increase of quality.

Q. Not an increase of water?—A. No.

Q. How is the quality improved, except by better filtration?—A. A greater proportion of the water is filtered, and, of course, rendered pure.

Q. The quantity of Glencorse water will be the same, but more of it will be filtered, and less of it unfiltered?—A. Yes.

Mr Talbot—Q. Is it the fact that hereafter you propose to filter all your Glencorse water?—A. To filter as much of it as the extension of the tunnel will filter.

Q. Is an increased capacity of filtration intended?—A. Yes.

Q. Will the tunnel discharge more filtered water?—A. Yes.

Q. When was that work discontinued?—A. I mentioned, I think, about 1824.

Q. What were the people about last week?—A. They were making a new road.

Q. Is the new road connected with increased filtering process?—A. Yes.

Q. Have you given up that work, or are you going on with it?—A. There is nothing done to it just now, till the road is completed.

Q. When was the work left off?—A. The road was begun to be altered only two or three months ago.

Q. Then there has been nothing done between the year 1824 and two or three months ago?—A. I think not.

Q. It has been resumed about two or three months ago?—A. In order that it may be resumed, the new road is to be made, and then the tunnel will be carried along a portion of the present road that will be given up.

Q. Is it the Company who are making the road?—A. Yes.

Q. Is it not with a view to lengthening the tunnel that they are making the road?—A. Yes.

Q. Is that a work which is provided for in the act of 1826?—A. Yes; provided for in the act of 1826.

Q. But never done till now?—A. No.

Q. Not done at this moment?—A. No.

Q. Is that included in the estimate you gave us, or is it included in the estimate of 1826, or how were the funds provided?—A. I do not think it was included in the estimate of 1826.

Q. Is it included in the £111,000, which you have spoken of here?—A. No.

Q. If that is done by the Company, it is done from some funds apart from the estimate of 1826, and apart from the estimate of 1843?—A. I think so.

Q. The quality of the water last year, I am told, was very indifferent?—A. It was sometimes not very good.

Q. Were there animals found in the water in your pipes in Edinburgh?—A. I do not know.

Q. Do you ever use the water in Edinburgh yourself,—do you live in Edinburgh?—A. Sometimes I do.

Q. You are an inhabitant of Edinburgh?—A. Yes.

Q. You never found a frog in your basin, did you?—A. No.

Q. Nor anything of that sort?—A. No.

Q. Did I rightly understand you to say that the increased elevation of the cistern at Torphin, will give you greater advantages with respect to the distribution of water at Edinburgh?—A. Yes.

Q. Especially over that ridge between Edinburgh and Merchiston?—A. From Merchiston Castle to Newington there is a ridge called the Boroughmuir; there are houses on both sides of it, and it is difficult at present to supply the houses.

Q. What is the difference of elevation between the Crawley Fountain-head and the ridge at Merchiston? Is the ridge at Merchiston higher than the Castle?—A. No.

Q. Is not the Castle considerably lower than the Fountain-head of Crawley?—A. Yes.

Q. 200 feet, I believe?—A. No, nothing like that.

Q. Is the reservoir on the Castle Hill lower than Crawley?—A. Yes.

Q. And higher than the ridge?—A. Yes.

Q. What is the height of Crawley above the highest part of Merchiston ridge?—A. I do not recollect exactly; but I think about 250 feet.

Q. You stated the population at 166,000; is that a correct figure? I am told it is not so much as that.—A. It is as nearly as I could make out from the returns. But Mr Paterson, the Surveyor of Police, who took the census of 1841, will be able to prove that better.

Q. What is the supply from Comiston, the original city supply?—A. It is very small. Last year it was only about half a cubic foot per minute.

Q. What is the pipe capable of sending in?—A. A good deal more than that.

Q. There are two pipes, are there not?—A. Yes, they have one from Swanston.

Q. What do the two jointly contain?—A. About fifty-two cubic feet per minute in rainy weather.

Q. Upon the average of the last three or four years, what has been sent in by those two pipes?—A. I should think about twenty-eight cubic feet per minute.

Q. You stated on Friday that you were employed last year, in consequence of the drought and the altered circumstances of the city and Leith, to make a survey. Before you were employed, had you heard of the New Company?—A. I do not remember whether it was or was not before.

Q. You knew that there was a New Company last year?—A. I heard that there was proposed to be a New Company.

Q. Do you know that they went the length of the surveying?—A. Yes.

Q. Did they survey in the direction of Colzium?—A. Yes; I think they did.

Q. Do you know from Mr Learmonth, or other Directors of the Water Company, that they bought off the proposed New Company?—A. No; I do not.

Q. Do you happen to know that they have paid £1500 for the expenses of the New Company?—A. No; I do not know that.

Q. Will you explain what you meant by "the altered circumstances" of Edinburgh and Leith, which led to your making the survey last year?—A. The altered circumstances were chiefly that the present supply has become by degrees too little. The chief change was in the cholera year of 1832, when a great number of people tied up the handles of the water courses and let the water run to waste, thinking that it would prevent the cholera; and from that time they have always used a great deal more water than they did before. The habit has become so general now of wasting the water, that they require a good deal more.

Q. Has there been, since the new discovery in 1832, an increase of water supplied, or a diminution?—A. I think rather a diminution, if anything.

Q. So that they have used more having less to use?—A. A good deal at one time ran to waste.

Q. That was in the cholera time?—A. Before it.

Q. Was that at the time they were cleansing the cistern at the Castle Hill?—A. It ran continually.

Q. Do you mean that there was a time in Edinburgh, except when the handles were tied up, that the water habitually ran to waste?—A. Yes.

Q. In the public streets?—A. Yes.

Q. At what time was that?—A. Between 1824 and 1832.

Q. What amount do you say is now necessary for the supply per individual?—A. I should think sixteen gallons a day necessary for the supply, merely for culinary purposes and washing.

Q. Have you always reported that?—A. I have sometimes thought the two cubic feet or twelve gallons and a half was enough, but the habits of the people are very much improved.

Q. Just listen to this—"The supply of water from Crawley Springs in summer is 180 cubic feet per minute, or 259,200 cubic feet per day, or 1,615,316 imperial gallons per day; allowing ten gallons per day to every individual man, woman, and child, which is more than Mr Telford and Mr Walker stated in the Committee of the House of Commons, as the usual full allowance, the foresaid quantity alone would amply supply 161,536 inhabitants. (Signed) Jas. Jardine, 10th January 1826." Was that your opinion at that time?—A. Yes.

Q. Then it is the cholera which has produced the spring from ten to sixteen and a half?—A. The cholera helped it very much, certainly.

Q. You then reported that the Swanston and Comiston averaged forty cubic feet per minute?—A. Yes; but Swanston is now very much altered from the draining of the land, from which the spring and surface water proceeded, and Comiston now hardly yields any water at all. The farmer has drained the land round his springs, and last autumn it was only half a foot.

Q. At the time that the New Company was proposed in 1826, did you report to the Directors of your Company upon the expense of that plan, I mean Sir P. Walker's plan;—did you ever report anything of this sort, that the works proposed to be done by the New Company would be at the expense of £172,000?—A. I do not recollect: I do not know what Sir P. Walker's plan was.

Q. You knew it was to go to Colzium, did you not?—A. I did not know that.

Cross-examined by Mr M'Neill—Q. You are fully acquainted with the constitution of this Company from its commencement in 1819: you have attended all the meetings, I believe?—A. I have attended a good many of them.

Q. I believe the constitution of the Company at first was somewhat more popular than it is at present?—A. I am not aware of any change in the constitution of the Company.

Q. Did you not know that there were various public bodies, the heads of which were members *ex officio* of that Company at first, and that that has been since discontinued?—A. I think the only members are the Professor of Chemistry and the Professor of Natural Philosophy.

Q. They were members at first, but they are not now?—A. They are now *ex officio* Directors.

Q. You were called upon, under the local act, to give a full and true account of all moneys disbursed, and payments made by the Company: has that provision been correctly with course of the management?—A. I do not know; I don't keep the books.

Q. Are you a Shareholder of the Company?—A. No; I never was.

Q. But there are persons here who can give us that information?—A. I should think so.

Q. The Company have power to use the whole waste water of the Union Canal, have they not?—A. I think they have.

Q. Have they turned that power to any account?—A. Yes.

Q. In what way?—A. In laying a pipe from the canal to the low ground near the West Church, and allowing the police to water the streets from it.

Q. From that source exclusively?—A. No; I think from that and other sources.

Q. Have they turned the whole of their means, as to this waste water of the Union Canal, to the account contemplated by the act of Parliament?—A. I do not know what was the account contemplated, when it gave them the power under the act of Parliament.

Q. Have they done anything else with that waste water, than applied it in watering the streets?—A. Not that I know of.

Q. It does not get into the mains in any form or in any place?—A. No.

Q. Are you sure of that?—A. Yes.

Q. What was the police rental in 1819?—A. I do not know; you will get that from Mr Paterson.

Q. Are you aware that in 1826, when the Company came to Parliament, they stated, and gave in

evidence, that they had brought more water than was necessary for the supply of the city, and the places to which they were entitled to convey that water?—A. I do not know what they stated.

Q. Do you remember what was said in 1826?—A. No.

Q. Would you be surprised to be told that it was then set up that they had brought a great deal more than was necessary?—A. I do not know, the bill itself will tell you.

Q. Do you not know that it was stated, that the aqueduct had been made larger, with a view to enable them to increase the supply, if it was thought necessary?—A. No.

Q. In point of fact, was not the aqueduct made larger than was necessary for bringing the supply at that time?—A. The quantity brought in at that time was more than was used, and a great deal was run to waste.

Q. Was not the aqueduct then constructed, purposely, much larger than was necessary for the supply,—and can you state how much larger?—A. I cannot tell that.

Q. Can you tell how much the aqueduct is capable of bringing in as constructed?—A. Yes; 250 cubic feet per minute, when there is a sufficient quantity of water to fill it.

Q. Not more than that?—A. No.

Q. Under that act do you know how much money was raised?—A. I do not know.

Q. In point of fact you do not know what has been the extent of money expended under these powers?—A. No.

Q. Has it been the practice in the management of the Company to make an estimate every year, of the expense likely to be incurred for the following year?—A. For several years it has.

Q. When did that commence?—A. I think after the act 1826.

Q. Has it been done annually since 1826?—A. Generally.

Q. It was your duty to make it, was not it?—A. Yes.

Q. The estimate when made was made by you?—A. Yes.

Q. Was it omitted to be made in any years; and if so, can you state the years?—A. It was omitted several years, because there did not happen to be any thing new except additional pipes laid in the streets.

Q. Have the goodness to tell us the years in which the estimate was omitted?—A. I cannot say.

Q. But you know that it was not done for several years?—A. I think it was considered ultimately that it was not necessary to do it.

Q. That it was not necessary to comply with the act of Parliament?—A. No; that the act did not require it.

Q. What was the purpose of making the estimate?—A. The purpose was to see how much money would probably be required for the following year, and no additional pipes and water being required.

Q. Were not there means afforded to you for providing money applicable to each year?—A. I do not know that.

Q. Were there sales of the Company's stock every year by the Company?—A. I know nothing about the stock.

Q. You cannot tell us anything more than that that act was not literally complied with?—A. Nothing more.

Q. You said that you knew nothing about the sales of the stock of the Company?—A. No.

Q. Mr Balfour will know all that?—A. I do not know whether he will or not.

Q. Did the Company commence levying their rates, as authorised by the act of 1826, immediately upon the passing of that act, or at some subsequent period?—A. I do not know.

Q. Can you state when the Company bought the Listonshiels Springs?—A. I think some time about the latter end of 1825, or the beginning of 1826.

Q. Did they buy those springs after the projected Company of 1825 or 1826 was in existence, or before?—A. It was after that Company had ceased to exist.

Q. Did they buy them from that Company?—A. After they ceased to exist.

Q. You made a bargain with the Company?—A. Yes.

Q. You were a party to carrying through that bargain, were not you?—A. No.

Q. You bought up their springs, and then they ceased to exist?—A. No; I think they ceased to exist before the springs were bought.

Q. Then you bought the springs after the Company had ceased to exist altogether?—A. I did not buy them at all.

Q. But your Company did?—A. I was told of that.

Q. Have you, by any writing under your hand, stated to the Company, for the purpose of its being registered, what was the average ordinary discharge, independently of flood water, of the springs and feeders to which the Company have a right during the months of May, June, July, August, September, October, and November in each year?—A. I have measured occasionally the quantity of water brought into Edinburgh: I do not know of any other measurement than that Mr Bald and I made in 1826-27-28, and Mr Talbot has elicited all about that.

Q. Did you make a declaration of what was the average quantity of the discharge of each of the springs that you were using during the months that I have mentioned in every year?—A. No, I think not; I do not recollect it.

Q. Never in any year?—A. I do not know.

Q. Perhaps you were not aware that it was incumbent upon you, by the act of Parliament, to do that?—A. I am not aware.

Q. You were asked several questions by my learned friend, Mr Talbot, relative to the report which you made in 1826-27-28, and I shall not resume the subject again, further than to ask you if that is not a copy of the plan as applicable to the report which you made in those years?—[A plan being shown to the witness]—A. No, that is not a copy of the plan.

Q. Look at the certificate at the bottom of that plan?—A. That is not the plan that Mr Bald and I signed; I do not know whether it is a correct one or not; it is not the one that I signed.

Q. Will you look at it again, and see whether you can remember whether it was not used by the Company, in the judicial proceedings that followed under the powers of the act of 1826?—A. I do not know.

Q. Were not you examined by the Company as their witness in those proceedings between Mr Johnstone and the Company?—A. Yes.

Q. Did you state then in company with Mr Bald, that the Listonshiels Springs did, in point of fact, yield 124 cubic feet per minute, and that that was available for the purposes of the Company?—A. I

do not know; I have not the measurement of the water that ran into the Cowburn and the Coldwell.

Q. The question is, whether, in point of fact, you did not state, upon your measurement of that time, that was the quantity which the Company had available?—A. I cannot tell that.

Q. And this copy of the plan does not assist your memory in any way?—A. No.

Q. Are you able to state what was the quantity of the supply from the pumps and wells prior to the act of 1819, from that source, independently of the Comiston, the Bonnalley, and the Swanston?—A. I cannot tell.

Q. You have no means of informing us about what was the amount of that supply?—A. No, I have not.

Q. Is not the distance from Listonshiels less by the Crawley Aqueduct than by the course you are proposing to take?—A. It is much longer by the Crawley Aqueduct.

Q. But to the fountain-head of the Crawley?—A. The distance from the Listonshiels Springs to the fountain-head of the Crawley is about seven miles, and then the Crawley Aqueduct itself is nine.

Q. I want to ask the distance from Listonshiels to the fountain-head at Crawley to Edinburgh?—A. The distance from Listonshiels, by the course that was proposed in the act of 1826, is about seven miles; but, in addition to that, I have to add the nine miles, which makes it sixteen, and by the present course it is about ten miles and a-half.

Q. But, in point of fact, if you went to the fountain-head of the Crawley, what length of pipe would you require to lay down?—A. About seven miles.

Q. Why do you say about seven miles?—A. It may be a few yards more or less.

Q. You would require to lay pipes the whole way from Listonshiels to the Crawley fountain head?—A. You must either lay pipes, or make a small aqueduct, or something.

Q. That was the way it was proposed by the act of 1826, to take in the Listonshiels?—A. Yes.

Q. Is the filter of Crawley now of any use at all?—A. Yes; of very great use.

Q. Is it kept up in the available state in which it was?—A. Yes; it is as good now as ever it was.

Q. And as efficient for its purposes?—A. Yes.

Q. Does not the water, in point of fact, run under the filters?—A. No; I think not.

Q. Have you not had occasion to observe that the filter is too high?—A. No; the filter is not too high, because the tunnel into which the water oozes from the great bed of gravel is lower considerably than the burn.

Q. In point of fact, have you not found it too high?—A. Never.

Q. Have you any register at all of the quantity of water entering into your pipes?—A. I have measured the quantity.

Q. Have you not kept a regular register of it?—A. No.

Q. Is there not an account made up every two months?—A. Not by me.

Q. Have not the Company such a register?—A. I do not know; but I have understood that Mr Gardener, the superintendent, measures the water, sometimes once in two months, sometimes not for three or four months; it depends upon circumstances.

Q. Do you know that the Company have such a register?—A. I do not know that.

Q. You never saw it?—A. I have seen the register that Mr Gardener keeps.

Q. In his possession, and not in the possession of the Secretary?—A. Yes.

By the Committee—Q. Do you know that Mr Gardener was instructed to keep that register?—A. I rather think not.

Mr M'Neill—Q. And does it of his own accord, without instructions?—A. I fancy he does it for the purpose of ascertaining how to distribute the water. He is the person that distributes the water, and he measures occasionally at the Castle Hill, to know what portion to send in one direction, and what portion in another.

By the Committee—Q. Are you, as the engineer of the Company, acquainted with Mr Gardener's duties and his particular position?—A. Yes; he has to distribute the water through the town.

Q. You know his duties as the engineer of the Company?—A. Yes.

Q. Do you know it is his duty to keep such a register as Mr M'Neill has referred to?—A. I am not aware that it is his duty to do so. He does it for his own information, occasionally.

Q. You know that?—A. I have been frequently with him.

Mr M'Neill—Q. Do you attend the ordinary meetings of the Directors?—A. Many of them.

Q. In point of fact, is not that register submitted to them at their ordinary meetings?—A. I do not know; I do not recollect ever having seen it at the meetings.

Q. Could Mr Gardener distribute the water without such a register?—A. Quite well.

Q. Do you know when the additional rate clause was submitted to Parliament first?—A. No; I do not.

Q. Whether it was before or after the notices for the bill were given?—A. I do not know.

Q. Whether it was before or after the appearance of the New Company in 1842?—A. I do not know anything about that.

Q. Can you state what will be the total capital of the Company under its existing acts, and this bill, if it should be fortunate enough to pass?—A. I do not know.

Q. Will you be good enough to turn your attention to section 105 of the present bill. You see the Company propose to take power to take and use the whole of the springs, streams, and feeders of the Water of Leith, situated in the lands of East Colzium and East Cairns; then it is said, which belonged to the trustees of the late Robert Downie of Appin, from whom they were purchased by John Learmonth, Esq. of Dean, and sold by him to the Company. I want to know whether those springs, which are so characterised as the whole of the springs, are any other or any more than those which belonged to the trustees of Mr Downie, and which were acquired by Mr Learmonth?—A. I think I explained that to Mr Talbot; there were some springs in West Cairns that are not mentioned here, but which ought to have been mentioned.

Q. Then it is proposed to take those in addition to the springs that belonged to Mr Downie and Mr Learmonth?—A. Yes.

By the Committee—Q. It is proposed to take the West Cairns Springs?—A. Yes.

Mr M'Neill—Q. Are the West Cairns the only other springs that the Company propose to take, besides the springs in East Colzium that belong to that

gentleman?—A. I think so, in that district; but they propose to take also the springs on the land of Listonshiels that run into the Water of Leith,—the Cowburn and Coldwell Springs.

Q. Does this clause specify all the springs that you propose to take? And, in answering that question, I wish you to look at the provisions at the bottom of that page, by which the Company propose to take and use "such other springs, streams, and feeders of the said Water of Leith, situated within the said parishes of Midcalders, Kirknewton, and Currie, with a sufficient quantity of ground adjacent to the same, for the purpose of forming proper conduits, reservoirs, and cisterns, for collecting and receiving the waters of the said springs, streams, and feeders, for the purposes of this act." Now, as I do not very well understand what the meaning of that is, I want you to tell the committee what springs, under the expression "other springs," you propose to take?—A. I should think the learned counsel ought to know that better than I.

By the Committee—Q. The Committee might know what the meaning of "other springs" is; but, practically, the question put to you is this—Are you aware of any springs to which this clause can apply? Can you state what other springs are in the contemplation of the promoters of the bill, when they reserve to themselves the power of taking other springs, if necessary?—A. I am not aware of any, except the Coldwell Springs and the Cowburn Springs, which are not appropriated there.

Q. Then your answer to the question is, that, with the exception of the Cowburn and Coldwell Springs, you are not aware of any springs to which this clause can apply, under the general words of the power "to take other springs?"—A. I am not aware of any.

Mr McNeill—Q. Are there not other feeders of the Water of Leith besides those that have been mentioned, and the Cowburn and other springs that you named just now?—A. There is the Rushydean Burn. They do not propose to carry the water from that, as far as I know.

Q. Is that a feeder of the Water of Leith?—A. Yes.

Q. Any more?—A. I do not recollect any other.

Q. Are there not, in point of fact, other feeders of the Water of Leith besides this Rushydean Burn, within those parishes?—A. I do not recollect any in that quarter. The Listonshiels Springs, and the Bavelaw Springs, and the Black Springs feed the Bavelaw Burn, and that again discharges itself into the Water of Leith.

Q. My inquiry does not apply to anything that has been specified; but I want to know what can be comprised under the words "other springs," which is a very vague expression. Can you recollect no other feeder within those parishes but the Rushydean Burn?—A. The Bavelaw Burn is a feeder, and the Stream Burn.

Q. Is not the Bavelaw Burn produced by those springs?—A. The Bavelaw Burn is produced by the Listonshiels, and the Bavelaw and Black Springs.

Q. Is not the Crosswood Burn a feeder of the Water of Leith?—A. No.

Q. Does not the Water of Leith rise in Crosswood Burn?—A. I explained that before.

Q. Explain it again, if you please.—A. The Crosswood Burn is no part of the Water of Leith.

Q. Do you know the property of Dr Laird?—A. Yes.

Q. Are not the springs in West Colzium feeders of the Water of Leith?—A. Yes.

By the Committee—Q. With the exception of the springs specially mentioned in this particular section, you do not know anything that can fall under the section except the Rushydean Burn?—No, I do not.

Mr McNeill—Q. Can you inform me what is the number of Ratepayers?—A. I know nothing about that.

Q. We have heard something about complaints as to the water; were these complaints prior to 1842, as to the extent of the supply?—A. Yes.

Q. From whom did those complaints come?—A. I think chiefly from Boronghmuir-head and Newington, and that ridge that lies between Newhaven and the Water of Leith.

Q. From what reason or cause was it that the supply was insufficient there?—A. I fancy too little water.

Q. Do your levels enable you to carry water to these places?—A. Yes.

Q. Then it was from too little water being brought in?—A. Yes.

Q. Was any requisition served upon the Company to make them bring in more?—A. No.

Q. In the estimate of the cost of the new works here, you have taken into account the damages to be paid to the contiguous proprietors for the construction of the new works?—A. Yes.

Q. At all the places?—A. Yes.

Q. Then your £111,000 includes everything which you calculate that the Company may be called upon to disburse, in respect of the construction of these works?—A. Yes.

Q. Is any sum given for law expenses?—A. No.

Q. The expenses of valuations, trials, and the like?—A. No.

Q. Is there any allowance made for the destruction of falls, or the loss of falls to the proprietors; that is, the losses of water power?—A. No.

Q. Are you aware that, if these reservoirs are constructed, there will be a considerable destruction of water-power which the proprietors at present possess?—A. I apprehend, on the contrary, there will be a great addition to the present power.

Q. That the reservoirs will increase their water power?—A. Yes.

Q. You have no doubt about that?—A. No.

Q. Does not your proposed reservoir take away the ground, and destroy those falls altogether at two different places?—A. It will take away the falls where the ground is covered by water, but those falls at present are not occupied.

Q. You have put no valuation upon those falls, to satisfy yourself as to what may be the value of them?—A. No.

Q. Are you aware that the Company published certain advertisements in October last, at the time when the New Company was in existence,—some time before its dissolution?—A. No; Mr Talbot asked me about that.

Q. You do not know of the fact of any advertisements?—A. No.

Q. None of them came under your notice?—A. No; I was very busily engaged in the country, and I did not read the newspapers.

Q. Not even relating to your own occupation at the time?—A. No.

Q. With respect to the springs in East Colzium, will not the acquisition of those springs, in addition to those you have already acquired, give you the

whole available supply of water that can be brought into the city of Edinburgh for the purposes of furnishing the supply required by that city, and the places adjacent?—A. Water may be brought from other places; it is not the whole water.

Q. So that the effect of giving you this power will not be to establish anything like a monopoly in your favour?—A. No.

Q. It will leave the ground quite open for any other Company to come into the field?—A. Yes.

Q. Can you tell us any other places from which water could be brought?—A. You could bring water from Crosswood Burn.

Q. How far is that?—A. That is about a mile further off than the furthest of these springs.

Q. About a mile further off than West Colzium?—A. Yes.

Q. Would that afford a supply anything equal to the supply from Colzium?—A. No, it would not be so great; but there are many others besides that on the east side of the Pentland Hills: you might get the Silver Burn Springs, and other springs called Baddrigsgate, all on the south side.

Q. How far off?—A. There are several burn springs about nine miles off.

Q. Nine miles from Edinburgh?—A. Yes.

Q. Can you give any idea of their capacity?—A. No, I cannot.

Q. You never surveyed them?—A. Yes; I have measured them very often, but I do not recollect the quantity.

Q. How does it come that, when you have springs so much nearer, you go so much farther off?—A. Because those would not supply them so well as the present plan does.

Q. The greater plan affords the greatest facilities for supply?—A. Yes.

Q. That is the reason why you prefer the springs mentioned in this bill?—A. Yes.

Q. Why is it that you propose to bring in the more distant springs first?—A. I do not propose to do that.

Q. Is it not proposed to bring in the Colzium Springs before the Listonshiels?—A. Not that I know of.

Q. Can you explain why it is that provision is made for bringing in those springs within five years, and there is no provision made as to the bringing in other springs at any time?—A. I cannot tell that.

Q. You can form no conjecture as to the reason upon which the Company are acting in this matter?—A. No.

Q. Are you of opinion that, supposing the Listonshiels Springs and the Bavelaw Springs were brought in, there would be an overflowing supply to the inhabitants of Edinburgh, and that without Colzium at all?—A. No; I do not think so.

Q. Has the population been greatly on the increase since 1826?—A. Yes; I think very considerably.

Q. Can you give us any notion of the increase?—A. I cannot give it so well as Mr Paterson can.

Q. Will 1200 gallons per minute be a sufficient supply to meet the present demand?—A. From Listonshiels and Black Springs you cannot get 1200 gallons per minute.

Q. If you cannot get 1200, of course you cannot get 1270?—A. No.

Q. Has it never been reported to the Company that that is the quantity that will be got from Listonshiels and Bavelaw?—A. I think not.

Q. Nor by the Company to the public?—A. That I do not know.

Q. Was there any agreement entered into between this Company and the Town Council in the year 1826?—A. I do not know.

Cross-examined by Mr Maconochie—Q. Was I correct in taking down that you stated that the springs which you propose to bring into Edinburgh at present, do all of them discharge into the Water of Leith, or are feeders of the Water of Leith?—A. Yes.

Q. Therefore, after the destruction of those springs, the water remaining in the Water of Leith will be mere surface water?—A. Several of the springs that run into the Water of Leith now are not proposed to be taken.

Q. Did you ever measure the quantity of water in the Water of Leith?—A. No.

Q. Can you state generally what amount of spring water will go into the Water of Leith after those springs are taken away?—A. I cannot tell; but a considerable quantity will.

Q. Where are those springs which will go into the Water of Leith situated?—A. Part of those springs are on the lands of Auchnoon.

By the Committee—Q. Are not those springs proposed to be taken?—A. There is no reference to those in the book of reference, and we have no power to take any Auchnoon water.

Mr Maconochie—Q. Did you ever measure the springs in Auchnoon?—A. No; they are on the wrong side of the reservoir to be brought to Edinburgh.

Q. Are there any other springs except those at Auchnoon?—A. The Rushydean Burn Springs.

Q. Do you know how many paper-mills there are on the Water of Leith?—A. No, I do not.

Q. Do you know if they are situated above or below the junction of the Bavelaw Burn? Are they all below the Bavelaw Burn?—A. I do not know: I know some are below; but I do not know whether there may be some above: there is one of Lord Morton's that is above.

Q. Is the one that was above the Bavelaw Burn pulled down?—A. I do not know whether it is pulled down; but I understand it is not worth anything.

Q. Do you know Kate's Mill?—A. Yes.

Q. How far is it from the line of your proposed aqueduct, at the nearest point?—A. I have never measured it.

Q. Is it down upon your plan?—A. No.

Q. Do you know the situation of West Mill?—A. No; I do not know West Mill.

Q. You have made a survey of the ground, and you say you know Kate's Mill well enough: you must know about how far it is from the line of your proposed aqueduct,—you must be able to say whether it is half a mile or ten miles?—A. I should think about half a mile from the nearest part of the aqueduct.

Q. You do not know where West Mill is at all?—A. No; I do not know it by that name.

Q. Mr Hogg's Mill. Do you know it by that name?—A. Yes.

Q. How far is that from the line of the aqueduct?—A. Almost half a mile.

Re-examined by the Dean of Faculty—Q. Are all the springs laid down on the plan which form the basis of your calculations?—A. Yes.

Q. In 1826 you made a calculation of the springs amounting to 203 cubic feet per minute, did that comprehend the Cowburn and the Coldwell?—A. The 203 cubic feet did.

Q. Are Coldwell and the Cowburn comprehended in the present estimate?—A. Yes.

Q. Were the Cowburn and Coldwell embraced under the act of 1826, or were they not?—A. I think they were not.

Q. Then, deducting the 37 from the 203, that would make it 166? Now, the present estimate is 153,—that makes a difference of 13?—A. Yes.

Q. But then you did not deduct in 1826 seven for Sir Robert Liston?—A. I made no deduction at all.

Q. Then, deducting seven for Sir Robert Liston, that would leave a difference of six in the estimate for 1826 and the present estimate?—A. Yes.

Q. Has the difference in the drainage been such as would give a difference of six feet upon the 203?—A. Considerably more, I think.

Q. It would quite account for that difference?—A. Yes; the difference is chiefly in the water from West Bavelaw, which has been all sheep-drained since these measurements were taken in 1827.

Q. Cross-drained along the hills?—A. Surface-drains,—sheep-drains.

Q. Are the Colzium Springs more or less liable to be dried up than the others?—A. I should think very similar to the others.

Q. Could you, without these Colzium Springs, even in ordinary years, give a sufficient supply of water for the city now?—A. No.

Q. In such a year as last, of course the supply was very inadequate?—A. Very small in a portion of the year.

Q. With respect to the Crawley Springs, can you give us the proportion of spring water and of surface water that is supplied at the Crawley Springs, or anything near it?—A. The spring water may be taken, on the average, at the Crawley Springs, at fifty cubic feet per minute.

Q. Out of 190?—A. Yes.

Q. You cannot tell the proportion that is filtered of the surface water?—A. Yes; I once measured the filtered water, and I found the spring and filtered water formed about two-thirds of the whole.

Q. A third remained unfiltered?—A. Yes.

Q. Will the proposed work, for which the new road is now making, filter the whole?—A. It will filter a good deal more.

Q. But not the whole?—A. I am not sure whether it would filter the whole or not, but it would filter a good deal more.

Q. What is the height of the Crawley Springs above the reservoir at the Castle Hill?—A. 230 feet.

Q. You say the high ground at Merchiston is considerably lower than the Crawley Fountain-head?—A. Yes.

Q. But it is not so well supplied as the lower ground?—A. No.

Q. How is that?—A. Because it is difficult to raise water to the high houses when there is not a sufficient quantity for the low houses.

Q. It supplies the low houses first, of course?—A. Yes.

Q. You say there were several complaints of want of water several years ago?—A. Yes.

Q. Those continued from time to time, I suppose?—A. Yes.

Q. Were they chiefly from the people in those higher houses?—A. Chiefly.

Q. Is there any reason for preferring bringing this water by the new aqueduct, to taking it in by the old, by Crawley?—A. The reason is this, that if you

took it in by the Crawley Springs, as originally proposed in 1826, you could get from the burns only the quantity that the pipe would carry,—and then the height you can carry it in the direction of the new line, would be 200 feet higher than Crawley Spring would be,—and the distance from Listonshiels to Edinburgh, by the new line, would be about ten miles,—and the distance from the same place to Crawley Spring is about seven miles; therefore, there would be a difference of only three miles, and therefore, if you carried it to Crawley Spring, you would get no more water than you have now.

By the Committee—Q. Do you mean to convey the water by the new pipe to the reservoir at Castle Hill?—A. Some of it,—generally speaking, direct to the distributing mains that supply the houses.

Q. From the cistern at Torphin?—A. Yes.

Dean of Faculty—Q. Direct to the houses?—A. Yes.

Q. So that the houses that are supplied with the new water will get fresh water direct from the fountain-head, consisting of spring water entirely?—A. Yes.

Q. And the pressure being greater, the pipe, of course, will furnish the water more rapidly and more securely?—A. Yes; and to a greater height.

Q. Will that afford a most abundant and bountiful supply of fresh water to the city of Edinburgh?—A. Yes, at present, and for some years to come; but it may afterwards require more.

Q. If the population should increase?—A. Yes.

Q. Then there can be no doubt that this work, if carried through, would facilitate that important object?—A. No doubt of it.

Q. And, as an engineer, you have no doubt that this is the best practical mode of doing it?—A. It is the best practical mode that I know, and I have considered the matter very long.

Examined by the Committee—Q. You have mentioned that there are to be two compensation reservoirs established, one at Harperrig and one at Bavelaw, and the object of those compensation ponds, you were understood to say, was to insure a supply to the different millowners of the water power of the river, in room of the water extracted by the works of the Company?—A. Yes.

Q. In consideration of these compensation ponds, have you made any allowance for the water which flows down the channel of the Water of Leith in ordinary times, and which scours that channel as it passes through the different villages, and through Edinburgh in its course to the sea?—A. No; I have not made any.

Q. After you abstracted the springs for the use of the Water Company upon the one hand, and abstracted other springs and feeders for the purposes of forming your compensation reservoirs on the other, what water will remain in the channel of the Water of Leith in ordinary times, or any time, sufficient for maintaining the natural channel of the stream, which you are perfectly aware forms one of the great drains from Edinburgh to the sea?—A. The water let out of those reservoirs will be greater in ordinary dry seasons than it is at present, and it will be smaller in the winter season when there are floods.

Q. Is the water from the reservoir to be emptied occasionally into the channel of the Water of Leith, and then occasionally taken out again, and if so, at what points?—A. I do not know.

Q. Unless it gets into the channel at important points, it cannot clear the channel?—A. I have heard it suggested, that the water in the lower parts near Edinburgh should be allowed to be taken out of the mill-leads on a certain portion of Sunday, and be allowed to run down the natural channel of the river; but I do not know whether that is to be adopted.

Q. Except that suggestion were adopted or acted upon, would there be any water descending to the natural channel of the river, sufficient to scour it and carry off the refuse, which is in a channel used as that is, as a drain pipe for Edinburgh, must necessarily be deposited there?—A. I should think there would be abundance of water for such a purpose; because the reservoirs are high upon the river, and a great number of streams fall in below the floods, of which would be quite sufficient to clear the channel of the river.

Q. The floods, but not the discharge?—A. The ordinary discharge would be less, of course; but in summer the discharge would be much greater, and the river would be better scoured in summer, by the water sent from the reservoir, than it is at present in summer.

Q. You are aware, of course, that no part of the channel of the river can be cleared by the reservoir water, unless it leaves the different mill-leads and runs down the channel;—will it be traversed by the reservoir water, in its descent from the reservoir to the sea?—A. The water from the Harperrig reservoir will run a long way down, to, I think below, Malleny. There is only one mill, as far as I know, there, and that is not working at present; so that the water will run all that way as it now runs. Then, a little below Malleny, there are mills very near together a long way, and, of course, in all those places most of the water would be taken;—the millowners might enlarge their wheels, and use it all, except the portion that comes in floods.

Q. How much would pass through the channel of Edinburgh, taking the whole range of Edinburgh, from the village of the Water of Leith, downwards?—A. At present there is hardly any that passes except flood water.

Q. But, after these reservoirs were made, how would it be?—A. There would be some flood water, but not so much.

Q. But none in ordinary times?—A. I think not.

Q. You have stated the estimate of constructing the works from different points to other points,—you have stated that from the Torphin cistern to Edinburgh is five miles and two furlongs, and that the expense would be L.25,138; that sum is the estimate for that purpose of the work, upon the supposition that you are taking in the Colzium Springs as well as all the rest?—A. Yes.

Q. If you do not take in the Colzium Springs, but only take in the springs at Bavelaw, the Black Springs, and the Listonshiels Springs, the expense of that part of the works would necessarily be less; you will require a smaller cistern and a smaller pipe?—A. It would be less.

Q. Have you estimated the difference which that would make?—A. No.

Q. You have no means of telling the Committee what would be the expense of bringing in, by Colinton, the Listonshiels, the Bavelaw, and the Black Springs?—A. No; I do not think those would be at all sufficient.

Q. You have been engineer for this Company since 1826?—A. Yes; there has been a considerable addition in the expense of laying pipes to Leith.

Q. Is that the principal expenditure there has been?—A. As far as I have heard.

Q. There was L.182,000 authorised to be raised under the bill of 1826; you cannot refer to any great work which has been completed by that money?—A. I do not recollect any other considerable work?

Q. You do not know any considerable work that the Company have done under that act of 1826, and the subsequent acts, except the extension of their mains to Leith?—A. I do not know any.

Q. Had they gone to Newington before 1826, or have they gone there since?—A. I think before.

Q. You say that the present pipe would not bring the water from the Black Springs and the Bavelaw, in addition to what is now brought?—A. No; because the present pipe is frequently filled.

Q. You think it would not take the water that might come from those springs altogether?—A. Certainly not.

Q. The water from Crawley is conveyed in an arched aqueduct to Edinburgh?—A. Part of it.

Q. For what distance?—A. I think nearly a-mile. There is a main through the ridge of Heriot's Hospital, and also through the ridge between the Grassmarket and Prince's Street.

Q. Then for a great part of the distance the pipe is merely imbedded in the grounds?—A. A good deal of it; in some parts, where there is a hollow, a wall was built, and the pipe laid on the top of the wall, and a mound put round it to keep it from freezing.

Q. Supposing you get power to take in this new water, what do you propose to do with the water from Crawley?—A. Let part of it run into the burn; it will only then be the spring water and the filtered water that will be taken.

Q. You still propose to take in part of the surface water filtered?—A. Yes.

Q. Have you calculated the proportion?—A. I have mentioned, that at present the Crawley Spring and the filtered water form about two-thirds of the whole.

Q. Do you intend still to take in that filtered water, after you have got your new supply from Colzium?—A. Yes.

Q. Are the new works, connected with the parish road, making with the view of continuing to take the filtered water, after you get a further supply?—A. Yes.*

* Although not within the plan of this publication, to print the evidence which was given after the Easter Recess, in reference to particular clauses of the bill, yet, in justice to Mr Jardine, it has been thought right to publish the whole of his evidence. What follows was given by that gentleman on the 28th April; and is printed here as a note, being, to a considerable extent, connected with the above evidence.

Mr James Jardine examined by Mr Austin—Q. Would you direct your attention, if you please, to the proposed aqueduct. Where it crosses the Bavelaw Burn, would there be the means, looking at the levels of the country, and other engineering circumstances, of bringing the water from the Bavelaw Burn into that aqueduct?—A. We could bring into that aqueduct the whole of the water that lies above it to the westward. The aqueduct is proposed to be made under the bottom of the burn.

Mr Robert Paterson was called in and examined by the Dean of Faculty, as follows:—

Q. You are the surveyor appointed by the Commissioners of Police in Edinburgh?—A. Yes.

Q. The Bavelaw Burn is to flow over the aqueduct?—A. Yes.

Q. Would that enable you, if necessary or expedient, to bring the Bavelaw water into that aqueduct, and so into the Torphin Head?—A. Yes; and of course all the water that flows into that.

Q. The water of the Bavelaw Burn might be so brought?—A. Certainly.

Q. You mentioned that to Mr Rendell, we understand?—A. Yes.

Q. That is an accurate statement, is it?—Yes.

Cross-examined by Mr Talbot—Q. Will you just point that out to me? I do not know the situation of the place so well as you do.—[The witness pointed it out.]

Q. Will you be good enough to answer me this question: Is there not a continuous fall from the springs at Bavelaw and Listonshiels to the Crawley Fountain-head; or, in other words, can you tell me the difference of elevation between the Bavelaw and Listonshiels Springs, and the fountain-head at Crawley?—A. There is a very small difference from the springs till you come to the pass.

Q. Just look at that section of 1826, before you answer the question; that professes to be a section of the country, between Bavelaw and Listonshiels Springs, and the Crawley Fountain-head?—A. According to this section, there is little fall from the Listonshiels and Bavelaw Springs, till you come to the pass beyond the Black Springs, and then from that there is a very considerable fall down to the Crawley Springs.

Q. I do not very much care how the fall is distributed, in that distance, if you will tell me what the fall is in the aggregate?—A. I do not recollect what the whole fall is, but it is considerable.

Q. You cannot give me the precise figures; but do I overstate the matter, when I state that there is a difference between the Black Springs and the Crawley of 250 feet in favour of the Black Springs?—A. I should think it is 250 feet.

Q. Then the difference of elevation between Bavelaw and Crawley will be still greater, of course?—A. Yes.

Q. You are aware, of course, that your Company possesses power, under the act of 1819, to take the waste water from the Union Canal?—A. Yes.

Q. What is the nearest part of the Canal to your pipes in Edinburgh?—A. The pipes in Edinburgh are actually in contact with the Canal.

Q. I presume that the Canal is at a much lower level than the greater part of the town of Edinburgh?—A. Yes.

Q. If a supply of water were to be communicated from the Canal to the town, it must be by means of forcing pumps?—A. No part of it is above, and part is below.

Re-examined by Mr Austin—Q. How high is the Bavelaw Springs above the Torphin Basin? About fifty feet?—A. Yes; a little more, I think.

Q. With respect to the Union Canal, have you ever used the surplus water of the Union Canal?—A. Never, except by carrying the water for washing the streets; and in cases of fire, that is what the police used it for.

Q. How long have you held that office?—A. Twenty years.

Q. Do you know this plan of the city of Edinburgh?

Examined by the Committee—Q. Have you power, under the act, to use that water as you like for all general purposes?—A. No.

Q. Does the water of the Union Canal, which you have the power to take, go into the general supply pipes?—A. No; it is very muddy, dirty water.

Q. How do you get it into supply?—A. There is a separate pipe, on purpose, from the Union Canal to the hole at Prince's Street; and the police carts go and take the water down there to Prince's Street, and other streets.

Q. They may take the water and water the streets, but they do not do it?—Q. I have seen them do it once or twice.

Q. Has the Company analysed the Union Canal water?—A. I am not aware that they have.

Q. Was there ever any plan in contemplation of filtering that water, in order to increase their supply for the town?—A. I am not aware of any.

Q. What is the construction of this filter at the Crawley Springs? Is it a bed of gravel which is made to run parallel to the Glencorse Burn? It appears that you have a tunnel through which this filtered water is introduced; and you stated that the tunnel was being lengthened for the purpose of introducing your filtered water,—from which the Committee concluded that you had a bed of gravel and a tunnel at the extremity of it; and that, as you lengthened the bed of gravel, you can admit, from time to time, a fresh supply of water lengthways of the tunnel, because the natural mode of increasing the supply of water would be, not by lengthening it, but by increasing the bore of it?—A. The bed of gravel has water forty feet above; and the mode is to cut it, and then put freestone at the bottom of the cut, and fill in the gravel again. Some water, of course, oozes out of the burn into the tunnel.

Q. In what way, as you lengthen the tunnel, you get more water out of this bed of gravel in the way that was proposed?—A. Yes.

Q. Do you propose, by this operation, to filter the whole of the water that is conveyed through the Crawley pipe?—A. As much as the gravel will yield.

Q. But they could form filtering places, to filter out the whole of that water without much difficulty, could they not?—A. No.

Q. The whole of the water in Glasgow is filtered?—A. Yes; but that is done by pumping the water out of the river into the great sand bank and gravel bank, and then taking it in tunnels up to the town; a great deal is not filtered at all, but taken from the river directly.

Q. The water which comes from London is all filtered?—A. Yes; but the question is, how?

Q. Would that great bed of gravel be sufficient to filter the whole water from Glencorse Burn, if you required to take it into Edinburgh?—A. I do not know. The quantity which it yields at present is not very great, and at first it yielded a great deal more than it does now naturally,—from the mud: the floods settling at the bottom of the burn, it prevents the water going in so quickly as it did at first. All filters fall off in that way.

Q. Do you contemplate their bringing in any of the burn water with the filter?—A. No.

burgh?—[A plan having been shown to the witness]
—A. I do.

Q. Does that part of it which is coloured pink represent the original police bounds?—A. Yes, of 1822.

Q. The part coloured brown, what does that represent?—A. The extension of the police bounds under the act of 1832.

Q. Is that the existing police boundary?—A. It is.

Q. The whole of that police boundary, and places beyond it also, are supplied with water at present?—A. I do not know that.

Q. Do you not know that the pipes of the Water Company extend to the whole police bounds, and beyond them?—A. I do not.

Q. Is it your duty to take up the rental within the bounds of the police upon which the assessment is made?—A. It is.

Q. Is there any further assessment taken upon houses under L.5?—A. Yes; since 1832.

Q. And you take the value of them also?—A. Yes.

Q. Will you give us the amount of rental assessed for police purposes, distinguishing each year from the year 1842 to last year?—A. They will run from Whitsunday to Whitsunday:—1824-25, L.416,663; 1825-26, L.432,103; 1826-27, L.444,773; 1827-28, L.445,584; 1828-29, L.441,502; 1829-30, L.432,689; 1830-31, L.401,992; 1831-32, L.399,053; 1832-33, L.406,484; 1833-34, L.406,655; 1834-35, L.400,284, 10s.; 1835-36, 397,936; 1836-37, 398,848; 1837-38, L.394,405, 16s.; 1838-39, L.389,662, 18s.; 1839-40, L.386,596; 1840-41, L.388,184, 2s.; 1841-42, L.390,883, 16s.

Q. From 1832, and downwards, you included houses rated under L.5?—A. I did at L.4, and under L.5.

Q. Previous to that, none under L.5 were rated?—A. No.

By the Committee—Q. What is the district to which that applies; is it the same district during all the time?—A. It is.

Q. Is it the brown one or the red one?—A. Previous to 1832 it was the red one.

Q. Then it is a larger district in the latter part?—A. Yes; the district was changed in 1832, and I have included both districts since 1832.

Q. Then, in fact, while the district has been enlarging, the rental has been diminishing?—A. Precisely.

Q. In the latter years, in which the rental is smaller, it is a rental of a larger district than that in the earlier years?—A. Precisely.

Dean of Faculty—Q. And including a lower rate houses?—A. Precisely.

Q. Was that rental taken throughout upon the actual rental, or upon four-fifths of the value?—A. Upon four-fifths since 1837.

Q. Previous to that was it taken upon the rental?—A. No; the assessed rental was something about four-fifths, but the act prescribed the real rent.

Q. Have you taken up more than four-fifths at any time?—A. Yes; when the rentals fell, the assessable rental was not brought down to the same proportion, and we approximated some properties to nine-tenths of the rent.

Q. You never went higher than nine-tenths of the rent?—A. No.

By the Committee—Q. That was only on some of the properties?—A. Yes; where the rentals were very much reduced.

Q. Was that in a large proportion of the properties?—A. I should think not more than a third of the whole.

Dean of Faculty—Q. Can you state the proportion under the act of 1832, of houses and shops at L.4, and under L.5, that were included in the rental?—A. The gross rental was L.18,521, and taking off a fifth, it is L.14,816, 16s.; that was for the year 1832-33.

Q. Those were the houses at L.4, and under L.5?—A. Yes; under the deduction of a fifth.

Q. Can you tell us the new districts that were brought in by the act of police of 1832?—A. Yes; there was Morningside, L.3959, 14s.

Q. Is that the real rental or the four-fifths?—A. No; those are all four-fifths: part of Lynedoch Place, and Bells Mills, L.1018; Inverleith District, L.4770, 4s.; Stockbridge District, L.9380, 7s.,—making a total of L.33,945, 1s.

Q. Since the year 1826, has there been new property embraced within the rental, which did not exist before, besides what you have now mentioned?—A. Yes.

By the Committee—Q. When was it begun to be assessed?—It has been assessed from time to time, as houses have been built.

Dean of Faculty—Q. What is the amount of rental assessed in last year, upon houses which were not included in the rental of 1826?—A. L.33,509, 16s.

By the Committee—Q. Is this new property within the old district?—A. It is all within the old district.

Dean of Faculty—Q. Houses which have been built within the old district, but not built in 1826?—A. Yes.

Q. What is the rental in the year 1842 of houses under L.5?—A. What I mentioned, L.14,816, 16s.

Q. Which were brought in by the act of 1832 into the rental?—A. Yes.

Q. What is the amount of deduction that must be made, in order that a comparison may be instituted between 1826 and 1842?—A. The rental of the new houses, and of the houses at L.4 and under L.5, must be added to the decrease of the gross rental in 1826, which is L.59,700, 4s.; and this makes the total decrease in 1842, as compared with 1826, L.122,155.

Q. Taking the gross rental of 1826, and taking the gross rental of 1842, and then deducting from the rental of 1842,—first, the houses rated between L.4 and L.5; and, secondly, the houses which have come into existence since, there will be a decrease upon the rental of the same property of L.122,155, during that period of time?—A. Yes.

Q. Tell us the gross rental of 1826?—A. L.445,584.

Adjourned till to-morrow, at twelve o'clock.

Martis, 4 die Aprilis 1843.

Mr Robert Paterson was again called in, and further examined by the Dean of Faculty, as follows:—

Q. What was the police gross rental of 1826-27?—A. L.444,773.

Q. What was the gross rental of 1842?—A. L.390,883, 16s.

Q. Making a difference of how much?—A. L.53,890.

Q. Give me the amount deducted for houses above L.4 and under L.5 for the new districts, added since 1826?—A. L.33,945.

Q. What is the rental of the new property created since 1826?—A. L.33,509, 16s.

Q. When comparing the rental of 1842 with the

rental of 1826, with the deductions for the houses between L.4 and L.5, the new district, and the new property, what would be the amount of deduction to be made for the falling off of the rental?—A. L.53,809.

Q. You have stated that the rental of 1842 is L.390,883, and that the amount of deduction for the houses between L.4 and L.5 is L.33,945, and that the rental of the new property is L.33,509, 14s. Now, add those together, and then deduct that from the L.390,883, and state what is the difference?—A. The difference is L.121,344.

Q. That is the contrast between the two rentals in that way?—A. Yes.

Q. Will you give us the state of the rental in 1826, compared with that of 1842, in different parts of the New Town;—take the rental of Charlotte Square in 1826?—A. The rental of Charlotte Square in 1826 was L.6070.

Q. And in 1842?—A. L.4308.

Q. Hill Street and Young Street?—A. In 1826, L.1454; in 1842, L.928.

Q. Northumberland Street?—A. In 1826, L.6041; in 1842, L.3670, 16.

Q. Dundas Street?—A. In 1826, L.3268; and in 1842, L.2002.

Q. India Street?—A. In 1826, L.4120; and in 1842, L.2736, 12s.

Q. South and North Nelson Street?—A. In 1826, L.2603; in 1842, L.1623, 14s.

Q. Drummond Place?—A. In 1826, L.4306; in 1842, L.2472.

Q. London Street?—A. In 1826, L.3356; and in 1842, L.1930, 8s.

Q. Pitt Street?—A. In 1826, L.2770; and in 1842, L.1652, 12s.

Q. Albany Street?—A. In 1826, L.4921; and in 1842, L.3206.

Q. Hart Street?—A. In 1826, L.1184; and in 1842, L.716, 12s.

Q. Scotland Street?—A. In 1826, L.2695; and in 1842, L.1666, 11s.

Q. Forth Street?—A. In 1826, L.2443; and in 1842, L.1425.

Q. Broughton Place?—A. In 1826, L.2472; and in 1842, L.1503, 12s.

Q. What is the gross amount of those?—A. In 1826 the gross rental of those was L.47,993; and in 1842, L.29,839, 19s.

Q. Making a reduction of how much?—A. L.18,113, 1s.

Q. That is the actual falling off of the rental in the streets you have mentioned?—A. Yes.

Q. Were those streets selected for any particular or special reason, or did you just take them in the ordinary run?—A. I took them, I can say, principally because they have not been affected by shops being made,—no alterations having taken place upon the property since the year 1826.

Q. There may be more or less of a fall in the rental in other parts of the town?—A. There may.

Q. Is that a fair average?—A. I take this as a fair average.

Q. Both in the Old and the New Town?—A. Both in the Old and New Town.

Q. Were you told to select it fairly, without any particular instructions to select those streets?—A. I was not told to take it in any way.

Q. You did not select those streets for any particular reason?—A. I did not.

Q. What is the amount at tenpence per pound upon the rental in 1826 upon those streets and squares?—A. L.1998, 17s. 6d.

Q. What does tenpence on the rental as it exists in 1842 give?—A. L.1243.

Q. Making a difference of how much?—A. L.755.

Q. Suppose the rate were taken in 1842 at a shilling upon the rental of that year, what would that give?—A. L.1492.

Q. Are all these sums taken upon four-fifths?—A. They are.

Q. Then I understand that the rate at one shilling on four-fifths of the actual rental of 1842, would be less than a rate of tenpence upon the rental of 1826 by L.506, 17s. 6d.?—A. Yes.

Q. There would be less drawn, supposing the water was furnished over that district at that rate by the Company?—A. Yes.

Q. How much per cent. would the difference be?—A. About 37½ per cent.

Q. Of course, from your avocation, you have very ample opportunity of observing the state of the supply of water of the city of Edinburgh?—A. Yes.

Q. You have no connection with the Water Company?—A. None whatever.

Q. Do you find any complaints upon that subject in going from house to house?—A. I have heard great complaints about the scarcity of water, as well as the quality of it.

Q. How long ago have you heard these complaints?—A. Principally in the course of last summer.

Q. Before that, had you heard any complaints?—A. Yes, I had.

Q. Is there a great change in the habits of the people with respect to the use of water?—A. There is.

Q. A greater demand?—A. Yes.

Q. And is water used now for conveniences for which it did not used to be employed formerly?—A. Yes.

Q. Are a great number of the houses fitted up with small cisterns?—A. Yes, flatted property.

Q. Property in flats possessed by different families?—A. Yes.

Q. Is it from those chiefly that the complaints came?—A. Principally from those.

Q. Do you think it would be a great advantage to bring in a larger and better supply into the town?—A. Yes.

Q. You think it is required?—A. I do; because the higher cisterns can never get water till all the cisterns in the under floors are filled.

Q. The deficiency of water is more observable in the upper than the lower floors?—A. Certainly.

Q. But even in the lower floors, is there occasionally complaint?—A. Yes; particularly last summer.

Q. Are there many houses into which no water is introduced?—A. A great many houses.

Q. Where it would be useful and beneficial to introduce it?—A. It would.

Q. Is there a sufficient supply of water for police purposes, such as cleansing the street?—A. There is not.

Q. The present supply is wholly inadequate for that?—A. It could not be got at all during a greater part of last summer.

Q. The districts of Edinburgh that are occupied by the poorer classes are in a very disagreeable state, in point of cleanliness, from want of water?—A. They are.

Q. Do you think the supply sufficient to remedy the evil?—A. Not the present supply.

Q. They are in a shocking state a number of those houses of the poor, are not they?—A. They are.

Q. Does that apply to a very considerable district?—A. A large district, particularly in the old parts of the town,—in the Old Town.

Q. Last season there was a very particular drought?—A. There was.

Q. Were the occupiers of private houses begging water from one place to another?—A. They were.

Q. Were the public wells supplied with water?—A. Partially.

Q. But imperfectly?—A. Imperfectly.

Q. Is there a portion of the houses that get water from these wells that have no supply from the Company?—A. It is not supplied directly to the houses: they have no way of getting a supply but from the public wells.

Q. How many do you think there may be of houses under L.4?—A. Upwards of 10,000 houses.

Q. To which there is no supply except from public wells?—A. Some of them may have a supply, but generally all that class have not.

Q. Of course, to furnish that supply would be of great advantage?—A. It would.

Q. Are there a number of closes or narrow passages in Edinburgh that are not watered at all?—A. A great many.

Q. Would it be a great advantage to the health of the poorer inhabitants in these places to have them cleaned out with water?—A. It would.

Q. Of course there is no supply at present for that purpose?—A. No.

Cross-examined by Mr Hope—Q. I think this is not the first time that you have been called upon to give evidence upon these points before a Parliamentary Committee?—A. No, it is not.

Q. When was it you last spoke to the facts you have been detailing to us?—A. In 1835.

Q. Was it not in 1837?—A. Not as to water.

Q. When was the last time you were examined as to this mode of rating upon a four-fifth rental?—A. In 1837.

Q. Upon what occasion was that?—A. We were getting the police act at that time.

Q. Was there any opposition to that police act?—A. Yes.

Q. From whom did it emanate?—A. From the Water Company.

Q. The existing Water Company?—A. Yes.

Q. Upon what ground?—A. Upon the introduction of the four-fifth clause into the bill.

Q. What was their object,—what modification did they propose?—A. I do not know what they proposed.

Q. Were they beaten?—A. We gained the bill.

Q. And got the four-fifth clause into it?—A. Yes.

Q. In the year 1819 were you surveyor of police?—A. I was not.

Q. In what year did you become surveyor of police?—A. In 1823.

Q. When you became surveyor, upon what estimate was the assessment for the police act made?—A. It was considerably under four-fifths.

Q. Can you state when they first adopted the valuation of four-fifths?—A. In the year 1824-5.

Q. You have not given us the rentals of those years: you began with the year 1824-5; will you state

the previous rental?—A. I did not make up the rental of that year, but I have it here.

Q. Have you got it from the books?—A. I have.

Q. Will you begin at 1817-18, and proceed downwards to 1824?—A. In 1817-18, L.313,717; 1818-19, L.326,316; 1819-20, L.336,428; 1820-21, L.346,831; 1821-22, L.357,432; 1822-23, L.366,682; 1823-24, L.373,736. *

Q. If I understand you, it was in the year 1824-25, that you made the assessment upon the four-fifth for the first time?—A. Yes; I made a survey in 1823-24, but the assessments were not levied upon the rental which I made up in that year.

Q. Will you state when it first came into effect?—A. In the year 1824-25.

Q. What is the difference in amount between the rental upon which the previous assessment had been taken, and that upon which the four-fifth was taken?—A. The difference between the year 1823-4 and 1824-5, is L.42,927.

Q. Does that amount to about a ninth?—A. I daresay it does.

Q. Then, do I rightly understand you to say, that the change from the old system to the new produced a difference of one-ninth in the amount of the valuation?—A. It produced an increase in the rental of L.42,927.

Q. How long did that continue?—A. It continued to rise till the year 1827-8.

Q. Did the assessment continue all that time upon the four-fifths?—A. Yes.

Q. After that period, did the rental begin to fall?—A. Yes.

Q. Did all the assessments continue to be upon a *bona fide* four-fifths?—A. They did, until about the year 1832 or 1833.

Q. After that period, you got as high as nine-tenths at one time, or rather the rents fell away from under you?—A. Upon some parts of the property in Edinburgh, not upon the whole.

Q. And then your police act, requiring a four-fifth, absolutely passed about three or four years after your having had a *bona fide* rating on four fifths?—A. That was in 1837.

Q. And it was only during that interval between 1833 and 1837, that your rating was not upon four-fifths since you have been in office?—A. Yes; it was after 1833, I should say.

Q. What was the effect produced by the operation of the act of 1837,—what difference did it produce?—A. It produced a difference of about L.3642 on that year.

Q. Have you formed any calculation what the effect of the operation of that act would have been if the previous rating had been a *bona fide* nine-tenths rating?—A. The difference would have been much greater, of course.

Q. Have you made any calculation what it would have been?—A. I have not.

Q. Do you think it would have been something about L.44,000?—A. It would.

Q. The diminution was in fact L.3642?—A. It was.

Q. And it was upon the passing of this bill that the Water Company opposed you upon the four-fifth clause?—A. It was.

* A tabular view of the rise and fall of the police rental from 1818 to 1842, is given at page 22 of Mr Talbot's speech, and compared with the water rental for the corresponding years.

Q. My learned friend has asked you about possible effects upon the Water Company. What would have been the tenpenny rate upon L.3643?—A. About L.151, 15s.

Q. Are you supplied with water yourself in Edinburgh?—A. I am.

Q. You pay the water rates?—A. Yes.

Q. Was there about that time, or a little later, an addition to your rate? Was your water rate higher than the police rate?—A. No, it was not.

Q. Do you know of any such rates having been imposed?—A. I do not recollect the precise year, but there was a rate of an eight more.

Q. Then you had to pay upon an eight more than you were assessed to under the police act?—A. Yes; everybody paid it.

Q. That was done by the Company after the act of 1837 came into operation.—A. Some time after that, I think.

Q. And after they had been beaten in opposing the four-fifth clause?—A. Yes.

Q. You said that on the plan you produced, the pink mark shows the original police bounds?—A. It does.

Q. Do these police bounds include the whole of those parts round Edinburgh, and in Edinburgh, which were supplied by the Water Company in the year 1832?—A. I do not know what is supplied, and what is not supplied.

Q. You do not know whether those new districts you spoke of were formerly within the Water Company's act, though not within your police bounds?—A. No, I do not.

Q. Were they in the West Church parish?—A. They were.

Q. But you do not know the precise bounds of the Water Company?—A. No, I do not.

Q. Do you know whether your rating has any connection with the Water Company's rate, beyond affording them a standard in the cases where they deal with individuals? Do you know whether they deal with all the individuals whom you rate?—A. I understand not the whole: all that have water.

Q. But the rating which you make of every individual does not show who is supplied with water?—A. It does not.

Dean of Faculty—Q. It only shows that, when they get water, they get it at that rate?—A. Exactly.

Mr Hope—Q. With regard to the L.4 houses, you say that, in 1832, you included a large number of L.4 houses, the rental of which had not been included before in your assessments. Are you quite sure that a number of them have not been rated before?—A. A number of them might have been rated before; and, by the reduction of rental, they had gone out of the assessment until they were brought in when the assessable rental was brought down.

Q. Then, when you abstract L.14,000 for the amount of the L.4 rating,—which was then, for the first time, introduced,—you are, in fact, proposing to take away the whole instead of only the difference between L.5 and L.4?—A. I do not comprehend that.

Q. Many of those houses were actually rated before?—A. Yes.

Q. Then came a fall in the value of rents?—A. Yes.

Q. Under the old system, they would then have dropped out of the rental?—A. Yes.

Q. But, in the year 1832, you included those in the rental?—A. Yes.

Q. So that you had them before as L.5 houses, and you got them afterwards as L.4 houses?—A. Yes.

Q. So that the difference in respect of the houses which were before in your rating, would be a difference of about one L.1, and not the whole difference of the L.4?—A. It is obvious that a number of those houses might have been in the rental previously.

Q. But in taking L.14,000, you take them all at L.4?—A. Not at L.4. We charge four-fifths. Four-fifths of L.4 is L.3, 4s.

Q. In making your deduction of L.14,000, you take it upon four-fifths of the real value?—A. Yes.

Q. And you take the gross rent instead of the difference between the L.5, which it might have been rated to before, and the L.4 which it was rated to afterwards?—A. I cannot give a definite answer to a question of that kind.

Q. When you deduct the L.14,000, upon what calculation do you do it?—A. I get in this way: I find, for instance, in the rental of 1832, when we brought them in—

Q. What do you mean by "bringing in"?—A. It was at the passing of the act of 1832 that they were brought under the operation of the act.

Q. You say that many of the houses might have been under the act before?—A. If the rent was higher.

Q. You say there was a considerable fall of rent about that time?—A. Not then; they began to fall at that time.

Q. You think it probable that some of those might have been included in the former rating, but not many?—A. Not many.

Q. Not enough to affect your calculation?—A. I think not; it was after that that the great fall of rent took place.

Q. When did the fall begin in Edinburgh?—A. About the year 1831 and 1832. It was in the year 1832 that there were brought in those 2764 houses at L.4, which produced a rental of L.10,056. There were 1659 houses of L.4, 10s; rental L.7465, 10s.; making a gross rental of L.18,521. Now, I deduct a fifth from that, because this was the real rental, and I by that means get the L.14,000.

Q. Then I understand that you, in fact, propose to deduct from the total sum here the whole rate upon those L.4 houses?—A. Yes.

Q. Instead of the difference between the L.4 rate and the L.5 rate, which might have been levied before upon some of them?—A. There might have been a few of those houses formerly in the rental, but in that year none of them were in fact below L.5; they were not assessable below L.5.

By the Committee—Q. In the year 1842 do you think that any house was rated below L.4 that had not been rated at L.5 in the previous year?—A. No; I do not think there was any.

Mr Hope—Q. You state L.14,000 to be the present amount of deduction on account of those houses?—A. Yes; those houses came in in 1832.

Q. Have you any reason to believe that there is a difference in that respect now?—A. I think not; there are more rather than less. That is owing to the reduction of rent.

Q. Are you aware of any larger houses having been subdivided in such a way as to take them from the one class into the other?—A. Yes; there is a great deal of that.

Q. A great deal of subdivision of houses which were above L.5, so as to bring them into the lower

class?—A. Yes; a great many houses with four or five rooms, which were occupied by one family, are now occupied by some three, or four, or five families.

Q. Would not that affect your estimate of L.14,000?

—A. The number of that class is rather increasing.

Q. Can you give us anything like a proximate idea of the amount to which it would affect that estimate?

—A. I do not think it would affect it at all.

Q. You state that there are a considerable number of new buildings within the old district. Are those entirely new built upon the sites of former buildings?

—A. They are all new that I have taken into the enumeration.

Q. In the estimates which you have given us of different parts of the town, you have omitted those which were affected by shops being introduced. Would not those alterations have affected the new erections which come into your estimate of L.33,000?

—A. I am not aware that they would: if I had taken a valuation of some streets, such as the east division of George's Street and St Andrew's Square, the rental would be much higher now than it was then, owing to their being converted into shops.

Q. Your reduction of thirty-seven per cent. was only upon those in particular districts?—A. Precisely.

Q. The rental has, I understand, continued to increase from 1824-5 upwards?—A. Yes; upwards to 1827-8.

Q. Were those subsequent years remarkable for any building speculations?—A. Yes; the building speculation was very great in 1825 and 1826.

Q. I suppose it may be considered to have been nearly at its height in 1827, and that the year 1826-7, which is when your rental is selected, shows a very fair state of speculation?—A. Yes.

Q. At present the rents are rather rising again, are they not?—A. Yes; last year is L.1699 higher.

Q. With reference to the L.4 houses which were included before 1842, do you know whether they were excluded from the water rates?—A. I do not know; I suppose they would be charged water rate after they had water.

Q. Though they were not rated to the police?—A. Yes; the same as small houses.

Q. Is there any police rate in Leith?—A. Yes.

Q. Can you give me anything like the amount of it?—A. No.

Q. You are aware that the water works extend to Leith also?—A. I know they do.

Q. You say that there were great complaints last year of the scarcity of water, and that there were also some complaints before that time,—Were those complaints as to quality or the quantity chiefly?—A. Both.

Q. Before that time?—A. Not so much before that time.

Q. Were there any complaints before that time?—A. There were complaints of scarcity of water, particularly in the high flats.

Q. But none as to quality?—A. I have heard complaints as to quality before.

Q. You say that there are many houses where they have no water,—Have the Water Company refused to lay pipes in any cases?—A. I do not know; I suppose they do not lay pipes till there is an application.

Q. Do you know any cases of their refusing an application?—A. I do not know.

Q. It is the fault of the parties themselves if they do not get water?—A. Yes.

Q. Are you aware how the poor were supplied before the year 1819?—A. No; I am not.

Cross-examined by Mr McNeill—Q. I believe all the local taxes in the city of Edinburgh are levied upon your proportion of assessment. Is not the improvement tax levied upon your assessment?—A. It is.

Q. Are not the poor rates levied upon your assessments?—A. No; by what are called the stentmasters.

Q. What taxes are levied upon your assessment?—A. There is first the police,—there is the road money; and, of course, it regulates the water duty.

Q. Except as to the lower class houses?—A. Yes; there is a sum specified in the act for them, I understand.

Q. You know that the Water Company are not obliged to furnish water to any house under L.4 a-year?—A. I am not aware of that, because I know that they furnish water to houses under L.4.

Q. But at a higher rate in proportion than to houses of a greater rental?—A. I know that the Water Company compound with proprietors, when the proprietors pay in *cumulo* for the whole of their tenants: they pay at the rate of 3s. each; but, by the act, the Water Company can charge 4s.

Q. So that, in point of fact, you know that the Company exact lower rates than they are empowered to levy?—A. I know that they do on that class of houses.

Q. In those particular cases where the landlord intervenes and takes upon himself the burthen of paying?—A. He pays in *cumulo* for all his tenants.

Q. Is that a very general practice?—A. It is.

Q. Is your assessment levied upon every description of property at the same rate?—A. It is.

Q. You do not compound with any one?—A. No.

Q. You have no power to grant deductions or enter into specific bargains as to the amount of rates to be paid?—A. We give a deduction of one-fifth upon all assessable houses.

Q. That is an equal deduction throughout?—A. Yes.

Q. It is not given to one and withheld from another?—A. No.

Q. I suppose it will follow, that if the rates are levied unequally by the Water Company upon different species of property, the amount of your rental will not indicate the amount drawn, or to be drawn, by the Water Company?—A. It will indicate the amount of the revenue to the Company, arising out of houses that are assessed according to the public rental; but there are public establishments, such as brewers and bakers, and such others, not so assessed.

Q. And manufactories?—A. Yes; of course they do not come under the class of charges upon the rental.

Q. Then, in the same way, shops and warehouses do not come under that clause?—A. Shops that have water are charged 3d. in the pound.

Q. That is considerably less than the regular rate?—A. Yes; the tenpenny rate is the regular rate.

Q. Then, as the Company levy one rate upon shops and warehouses, a different rate upon manufactories and breweries, and another upon dwelling-houses, the levy which you make for police purposes upon the gross rental must be something different from the levy which they make upon the gross rental?—A. It is not different, so far as it is upon the same identical property which falls under the class of houses;

but the rental is not a criterion for the revenue drawn by the Company from brewers, or other individuals that are not charged by the rental.

Q. Then the rental you have given us, and the amounts levied according to the statements you have made, do not furnish the means of knowing what the Water Company draw in respect of their levies?—A. What I have given shows what the Company will draw from those houses and those places that I have enumerated.

Q. Am I correct in the deduction that I draw from your evidence, that you have not afforded, and cannot afford, us the materials of learning how much in each year the Water Company have drawn in respect of their rates?—A. I have no means of giving that information.

Q. Are you not aware that the increase of the city of Edinburgh, in point of extent, has been greatly more than in proportion to the increase of the population since the year 1824?—A. Yes.

Q. Has not the diminution of the rental arisen in a very great measure from that cause?—A. I believe one very principal cause of the diminution of the rental in Edinburgh, was the quantity of house property that was brought into the market from the year 1825 to 1827, because the increase of population was by no means equal to the increase of house property.

Q. And the balance has not been correctly adjusted since?—A. It is coming round.

Q. But it has not been brought to what it was prior to that period?—A. Certainly not.

Q. The increase in buildings was out of all ordinary proportion to the increase in population?—A. Yes; during those years.

Q. In point of fact, the increase of population has been very little?—A. Yes.

Q. Can you state what it has been during those years?—A. The population of Edinburgh and Leith, by the census of 1821, was 138,235; by the census of 1831, 161,309; and by the last census of 1841, it was 159,718.

Q. Can you state the number of uninhabited houses?—A. I cannot do so just now. They are not nearly so many as they were.

Q. Has the increase of buildings in Leith been anything like in proportion to the increase in Edinburgh?—A. I know nothing about Leith.

Q. You cannot give us the number of ratepayers of this water tax?—A. I cannot.

Q. Does it consist with your knowledge that the Company have diminished the supply to the public wells, and to charitable institutions since 1826?—A. I cannot speak positively to that.

Q. Why do you say positively?—A. Because I do not know the fact.

Q. You do not know that they have made any such reduction?—A. No.

Q. As an inhabitant of Edinburgh, do you not know that each of the wells had two spouts formerly, and that now they have only one?—A. Yes; but the one probably delivers more water than the two did. I know they were enlarged.*

* See also the evidence of Mr Balfour, in which the same statement is made. Councillor Murray, when in London on the part of the Town Council to oppose the bill, was to have given evidence directly in opposition to these statements. He was to have proved that no enlargement had taken place. He had been precognosed by Messrs Spottiswoode and Robertson with this view, before

Q. You do not know to what extent, or whether the one delivers as much as the two did before?—A. I rather think the one is larger than the two were.

Q. Has the rental of the Old Town of Edinburgh decreased in the same proportion as the rental of the New Town?—A. I think it has. I had my calculations brought down to 1835, and it was precisely in the same proportion.

Q. Do you know whether the Water Company have taken any means to preserve the waste water from the Union Canal?—A. No, I do not know that they have done so. I know that they get that.

Q. Have you yourself seen the surplus waste water of the Union Canal running to waste, and not appropriated to any purpose at all?—A. No.

Re-examined by the Dean of Faculty—Q. You said you were a ratepayer,—Where is your house?—Q. It is in Causewayside.

Q. How long have you lived in that house?—A. Three years.

Q. Then you cannot give us the diminution of the rate upon your own house?—A. No.

Q. Take a house in any particular part of the town, and give us the rental in 1826 and the rate of water duty, and the rental in 1842 and the rate of water duty?—A. There is the first house, for instance, in Drummond Place, No. 2; in 1826, that house was charged upon a rental of L.100, it is now charged upon a rental of L.48.

Q. What was the rate payable on that house in 1826?—A. L.4, 3s. 4d., and now it is L.2.

Mr Hope—Q. Is that an average?—A. No; I took the first house that appeared upon the face of the book.

Examined by the Committee—Q. Were those rentals before 1824 taken upon the whole rent?—A. The assessed rental previous to 1824 was considerably under four-fifths of the real rent.

Q. What was the rule you went by?—A. I was not the surveyor previous to 1824, and I do not know what the rule was. The rental was taken from the Government surveyors previous to that.

Q. You have been asked as to the benefit of an increased supply of water to Edinburgh, particularly with reference to the poorer classes of houses,—What reason have you for supposing that those poorer houses would be benefited by the mere fact of an increased supply?—A. I have occasion, every year, to go through all those houses, and I know that they are very insufficiently supplied.

Q. On what ground do you expect that they would get more water if the Company had a better supply?—A. I have no ground to expect that they would get it, unless they paid for it.

Q. Do you think that, if the Company get the power of throwing a much greater quantity of water into Edinburgh, that the water would, as a matter of fact, reach those poor alleys in Edinburgh?—A. I think it ought to do so.

Mr Hope—Q. If the present pipe were kept full, could they get any water from it in the high flats?—A. Not without it was carried to the flats by a pipe. But many of them have no pipes.

By the Committee—Q. By what course is it likely

Mr Paterson's examination, and the substance of his intended evidence was committed to writing by them. But it having been afterwards arranged, with the approbation of all the opposing parties that it was not necessary to lead any evidence on their part, Mr Murray had no opportunity of being heard.—See his letter in appendix.

that those pipes will be laid to those lofty houses? Is it likely that the pipes will be carried up there?—A. That will depend greatly upon the proprietors.

Q. You say there are about 10,000 houses in Edinburgh that are principally supplied by public wells,—Would those 10,000 houses be any better supplied by the introduction of an additional quantity of water?

—A. I suppose the wells, at present existing, have not a constant supply of water. Whether the public wells will be increased, I cannot tell; but there are certain times of the day, particularly in a dry season, when there is no water in the wells.

Q. Will you explain what those wells are?—A. They are small buildings in the streets, about three feet square: the people go to these and draw water from them.

Q. Do you know how many public wells there are?—A. I do not.

Q. Are those wells supplied by springs of their own, or by the Water Company?—A. By the Water Company.

Q. When you speak of the great benefit that would arise from an increased supply of water, you do not mean that the water would be carried up to those houses, or that the number of wells would be increased, but that the wells would be constantly full?—A. The wells would be constantly full.

Q. And that is the whole benefit that you anticipate to those poorer houses?—A. I should think the proprietors would see it their interest to put pipes into those houses. A number have done so, and there is a growing desire in Edinburgh for that being done.

Q. Do you believe that there are twelve public wells in Edinburgh?—A. I suppose there are more than that.

Q. With respect to the deduction of L.14,000, you deduct so much from the rental of 1842, in respect to the new districts; and then you make another deduction from the rental of 1842, in respect of houses that did not exist in 1836; and then the third deduction was the L.14,000, in respect of houses of L.4 valuation, and under L.5?—A. Yes.

Q. Do you think, with reference to the fall of property, that there was any house assessed in 1842, as being of L.4 and under L.5, which was not assessed at L.5 in 1826?—A. It would be valued at that, before that time.

Q. Then was there any large amount of property, consisting of those houses assessed above L.4 and under L.5 in the rental of 1842, that were not assessed in 1826?—A. A great many of those houses that came in then, had been in the rent roll previously, but owing to the reduction of rental, they had been put out.

Q. We are comparing 1842 and 1826; and the question is simply this, whether any of those houses which, in 1842, were assessed for a rent above L.4 and under L.5, had been assessed in 1826, except at a higher rent than L.5?—A. No.

Q. They must have been at a higher rent in 1826 than L.5?—A. Yes.

Q. Are you in the habit of collecting the rates yourself?—A. I do not collect the rates.

Q. It is proposed to raise the rate from 10d. to 1s.: do you think that amongst the poor ratepayers there is any large proportion who would, by that increase of expense, be deprived of the benefit of the water by its being placed beyond their means?—A. I think not.

Q. It is not compulsory upon any one to take water unless they require it?—A. No.

Q. But it is compulsory upon the Company to furnish it if it is required?—A. Yes.

Q. Would not the poor continue to pay the 4s. which they pay under the existing act?—A. I cannot tell; the Company have the power of requiring more now, as far as I understand, than the charge: they give to the poor for 3s. what they could charge 4s. for.

Q. They do that for the owners of property who pay for a number of houses together, but not to an individual poor person?—A. I believe not.

Q. Do you happen to know at whose expense the pipes are laid down?—A. The mains are laid by the Water Company, and the service pipes are paid for by the proprietor of the property who take in the water.

Q. How many houses are there in Edinburgh altogether?—A. As near as I can calculate 26,752 houses, independent of shops.

Q. Can you state the number of shops?—A. No.

Q. You say there are 10,000 houses principally supplied by the public wells?—A. Yes.

Q. Do you think if the houses were well supplied with water the rental would be increased?—A. I think it would; and I know some houses have been increased in consequence of putting in conveniences which require an extra supply of water.

Q. Do you know whether the Company have ever, in consequence of a deficient supply of water in their works, been under the necessity of refusing to supply water to any who have applied for it?—A. I do not.

Q. Are those 26,752 distinct houses; or do you reckon each flat a separate house?—A. They are not houses strictly speaking, but they are distinct families.

Q. Can you state the number of houses under L.5 and L.6 respectively?—A. I cannot do that.

Mr John Fife was called in and examined by *Mr Crawford*, as follows:—

Q. Are you the surveyor of the Water Company?—A. Yes.

Q. How long have you been in the employment of the Company?—A. Seventeen years.

Q. Is it your duty to survey the districts supplied by the Company which are beyond the bounds of the Edinburgh police?—A. Yes.

Q. In surveying the districts beyond the bounds, what proportion of the rental do you take?—A. Four-fifths.

Q. Do you ascertain the actual rental by the receipt, where there is a tenant?—A. Yes; when application is made.

Q. Or by surveys when it is in the hands of the proprietor?—A. Yes.

Q. What rate do you lay on?—A. Tenpence in the pound.

Q. Do you enter the rental in the books?—A. Yes.

Q. When you enter it, do you enter it at once at four-fifths?—A. Yes.

Q. Therefore, all the rentals in your books, beyond the bounds of police, are rentals at four-fifths?—A. Yes.

Q. Do you also take the rentals, within the bounds of police, where the water rate is levied by agreement, and not on the police rental?—A. Yes.

Q. Shops and manufactories?—A. I do not go by the rent in the manufactories.

Mr Hope—Q. Do you say they are not levied according to the value?—A. Not manufactories.

Mr Crawford—Q. These manufactories are supplied by the Water Company by agreement?—A. Yes.

Q. In manufactories, you include a great number of different buildings,—such as breweries?—A. Yes; engines, stables, soap-boilers, cowfeeders.

Q. These are all rented by agreement?—A. Yes.

Mr Hope—Q. Bakers?—A. Yes.

Q. Whisky shops?—A. Yes.

By the Committee—Q. Will you state the premises upon which the Water Company rate by agreement?—A. Curriers, tanners, soap-boilers, maltsters, stables, and herring-curers.

Q. Hotel-keepers?—A. Yes.

Q. Are those all that you remember that you supplied by agreement?—A. Yes.

Mr Crawford—Q. All premises below L.5, at what rate do you supply them?—A. Three shillings and four shillings: the smaller sum when the proprietor agrees to pay the rate.

Q. Does it never exceed 4s.?—A. Never.

Q. Can you tell me what is the entire amount of the rate beyond the boundaries of the city police levied by the Water Company?—A. The rate on houses at and above L.5 beyond the police boundary is L.875.

Q. What is the rental from which that is derived?—A. L.21,000.

Mr Hope—Is that on the four-fifths rental?—A. Yes.

Mr Crawford—Q. Are the statements you make of rental all made at four-fifths?—A. Yes.

Q. They are all so entered in your book?—A. Yes.

Q. What is the amount of rate that you collect from shops and manufactories beyond the bounds of police?—A. L.835, and that includes houses under L.5.

Q. How much of that is collected from houses under L.5?—A. L.455.

Q. How much for shops?—A. L.110.

Q. How much for manufactories?—A. L.270.

Q. That is L.835, all from shops and manufactories without the bounds of police?—A. Yes.

Q. Then add that to the L.875 raised upon houses without the bounds of police,—How much is that?—A. That is L.1710.

Q. L.1710 is therefore the whole rate which the Company collect beyond the bounds of police?—A. Yes.

By the Committee—Q. Is Leith included in that?—A. Yes.

Mr Crawford—Q. Within the bounds of police, how much do the Water Company collect by agreement, without reference to the police rental?—A. For shops and public houses, and houses under L.5 within the bounds of police, L.2995.

Q. Of that how much for shops?—A. L.505.

Q. How much for manufactories?—A. L.1350.

Q. How much for houses under L.5?—A. L.1140.

Q. Have the Company another source of revenue arising from shipping?—A. Yes.

Q. At what rate are they paid?—A. Eighteen-pence a ton for each vessel.

Q. From the year 1841, what was the receipt from that?—A. L.135.

Q. That is 1s. 6d. per ton of water used by the vessel?—A. Yes.

Q. Do the Company also get payment for watering the streets?—A. Yes.

Q. What was the payment for that in 1841?—A. L.180.

Q. Then what they obtain by agreement from brewers forms another item of revenue?—A. Yes.

Q. Not included in what you stated before?—A. No.

Q. What did that produce in 1841?—A. L.350.

Q. Do you also furnish and give occasional supply for buildings and works in progress?—A. Yes.

Q. What did that yield in 1841?—A. L.15.

Q. Taking the whole of these items together, what is the gross sum realized by the Water Company not assessed upon the police rental?—A. L.5385.

Q. That is the whole amount paid on the district, not upon the police rental?—A. Yes.

Q. Is that the amount which you actually get, or is it what you ought to get?—A. Yes; of course it cannot be all recovered.

Q. That sum of L.5385 is the sum that you ought to get upon the rate?—A. Yes.

Q. That includes all the items for which you have now spoken?—A. Yes.

Q. You keep the books showing the assessments, do you not?—A. I make them up.

Q. What is the entire amount of rental within the bounds of police on which you assess?—A. L.254,760.

Q. That is the whole amount on which you assess according to the police rate?

By the Committee—Q. At four-fifths?—A. Yes.

Mr Crawford—Q. Upon that rental a rate of 10d. will give what?—A. L.10,615.

Q. Therefore, L.10,615 is the whole rate which you can recover by assessment, according to the police rental?—A. Yes.

Q. You have said also you receive L.5385 beyond the police rental,—Will you add those together?—A. L.16,000.

Q. Then of the whole sum of L.16,000, there is just L.10,615 raised according to the police rental?—A. Yes.

Q. Have you heard many complaints of the want of water?—A. Yes.

Q. Before last year?—A. Yes.

Q. You have heard the supply complained of as deficient?—A. Yes.

Q. Have you heard any such complaints made in the districts that are not considered the very highest districts?—A. Yes; I have heard them.

Q. You have heard them made even there?—A. Yes.

Q. At Newington and Morningside?—A. Yes.

Q. In St James's Square?—A. Yes.

Q. And Trinity?—A. Yes.

Q. Those are districts that are higher than most others?—A. Yes.

Q. Have you heard them made in districts lower than those?—A. Yes.

Q. Of course the deficiency was most felt in the higher districts?—A. Yes.

Q. Was there a very great draught last year?—A. There was.

Q. And much greater complaint?—A. Yes.

Q. You move a great deal about, I presume, among the inhabitants, in your business?—A. Yes.

Q. Do you think the supply of water was sufficient in ordinary years in Edinburgh, even before the last year?—A. I do not think it was.

Q. Have you occasion to know that the inhabitants were reduced to very great distress last year for the want of water?—A. Yes.

The Chairman stated that the Committee did not consider that any further evidence was required, to prove the want of a better supply of water.

Cross-examined by Mr Hope—Q. You say that complaints have been made, not only last year, but before last year as to the want of water,—Can you state when those complaints arose?—A. I have heard them daily when I have been in the office.

Q. Was there any particular period when they arose?—A. No; during all the seasons, both winter and summer.

Q. I want to know in what year?—A. A good many years bygone.

Q. We have been told, that at one time there was an overflowing supply: I want to know when the deficiency began to exist?—A. I cannot say it was many years bygone.

Q. Was it as long ago as the year 1830?—A. It is within these few years ago.

Q. Is there no particular period to which you can date it?—A. I cannot say.

Q. Was it at all connected with the cholera?—A. I could not say.

Q. Cannot you say when the complaints began to be made?—A. I cannot say.

Q. You must know at what time your Company were getting into discredit?—A. I cannot say that.

Q. Were there serious complaints in the year 1830 of the want of water?—A. I think so.

Q. Do you think there were serious complaints in the year 1828?—A. I cannot say.

Q. Will you say that there were not?—A. I cannot recollect.

Q. You can surely recollect whether people were generally satisfied with your Company. You have been surveyor for several years, during the whole of that period has it been a sort of dissatisfaction?—A. I really cannot say.

Q. Were there any complaints the first year that you were collector as to the insufficiency of the supply?—A. I have no doubt there would be complaints.

Q. Have the Company, during the seventeen years of your service, done anything to remedy those evils?—A. I could not say what was done.

Q. Do you mean that the Company sent you out the next year without any promises or expectations of relief to the grumbling people?—A. Yes.

Q. And you are not aware of anything having been done to remove any cause of complaint during the last seventeen years?—A. Not to my knowledge.

Q. You had nothing to do with the Company in the year 1825, had you?—A. I began in October 1825.

Q. Are you aware when they got the act of Parliament?—A. No.

Q. You do not know under what act of Parliament you levy the rate?—A. No.

Q. Do you know whether you have any Parliamentary power to levy the rate?—A. Yes.

Q. Then by what act is it?—A. They got an act in the year 1826.

Q. Were you examined upon the preamble of the act?—A. No.

Q. Were you in London at the time?—A. No.

Q. Have you read its provisions?—A. No.

Q. Then you levy the rates in the dark,—you do not know what you are entitled to?—A. I am desired what to do.

Q. Give us a statement of the gross rental the first year when you became collector for the Company?—A. I am not in possession of it.

Q. How far back have you got any account in

your possession?—A. None further than the year 1841.

Q. Do you know whether the books are in town?—A. I do not know.

Q. Have you seen them in town?—A. Yes; we have books in town.

Q. Then you could get access to them at once?—A. Yes; but not prior to the year 1836.

Q. How late can you get them?—A. To 1830.

Q. Are those books in your keeping?—A. Yes.

Q. Are you aware that notice was given to produce them?—A. I cannot state that.

Q. Perhaps you can tell us what the gross revenue of the Company was in 1830?—A. No.

Q. Can you distinguish what amount of these extra police bounds rates or revenues which you have mentioned belongs to Leith?—A. Yes.

Q. What is it?—A. L. 1710 without the bounds.

Q. I asked as to Leith?—A. That includes Leith.

Q. I want to know what proportion of that sum is for Leith?—A. I cannot state that.

Q. Do you know the police rental of Leith?—A. No.*

Q. You never had the curiosity to look at it when you were making surveys there?—A. Yes; somebody has shown it me; the rate, but not the rental.

Q. Upon what is the rate made?—A. Four-fifths.

Q. Seeing the rate would give you the rental?—A. Yes.

Q. Does your valuation tally with that rental?—A. Yes, certainly.

Q. You mean that when the water rate is paid and the police rate is paid, you agree as to the amount of the rental?—A. I generally ask the rental. I put questions to say what rent do you pay for the house?

Q. Do you always believe them, as a matter of course, when they tell you?—A. They show me the police rate, or some document.

Q. With respect to this amount of L. 5385,—you have just given us for houses under L. 5 two sums of L. 1540 and L. 445 to make up the L. 1595,—Is that so?—A. L. 1600 I make it.

Q. Can you give the proportion that bears to the L. 5385?—A. No.

Q. You say that in the cases of L. 4 houses and under, you levy 3s., and never exceeding 4s.?—A. If the proprietor pays he gets them for 3s.; but when he does not, when they pay separately, we charge 4s.

Q. Do you know why you do not charge more than 4s.?—A. We have not the power to charge more.

* The following letter from the Collector for Leith to Mr D. M'Laren, in answer to an application from the latter, shows the police rental of Leith, which should always be added to that of Edinburgh since the year 1827, when the water was taken to Leith for the first time under the powers of the act of 1826:—

Amount of police rental of the town of Leith, being four-fifths of the real rental for the following years, viz.:

1836-1837	L. 44,046	19	0	1840-1841	L. 44,808	1	0
1837-1838	L. 46,499	4	0	1841-1842	L. 44,301	3	0
1838-1839	L. 44,969	16	0	1842-1843	L. 43,490	16	0
1839-1840	L. 43,793	10	0				

"Note.—These rentals embrace a considerable amount of property that do not pay water rates, such as bonded vaults, warehouses, grain lofts, and some description of shops; but this must be met by the fact, that, as we only assess upon houses above L. 3 rental, a number of householders pay for water whose rents are under this limit.

ROB. GILFILLAN,
Collector and Accountant.

"Leith, 16th March 1843."

Q. Let me understand the operation we have had explained by Mr Paterson, of cutting up large houses into small houses. Take the case of a house of which the value is L.20,—this will be charged on four-fifths; you would rate that at how much?—A. 16s. 8d. a-year.

Q. After deducting one-fifth, at how much?—A. 13s. 4d.

Q. Supposing that were divided into five L.4 houses?—A. That is L.1.

Q. Supposing the landlord contracted with you, or took upon himself the burden of that rate, what would he pay for the whole if divided into four houses?—A. Fifteen shillings, provided it was all let.

Q. The same rates laid upon it as one house would be 13s. 4d.?—A. Yes.

Q. Supposing he did not take upon himself the water rate, what would that tenant pay?—A. Four shillings, which would be L.1; but we might not receive the half of it,—the poor people would be unable to pay.

Q. You have the power of cutting off the pipes when they do not pay the rate?—A. Yes.

Q. Do you exercise it?—A. Yes.

Q. Are the rates payable in advance?—A. Yes.

Q. Do the Company propose to make any alteration with respect to their service pipes in their new bill?—A. I do not know; I have never seen it.

Q. Do you suppose there will be greater facility to the poor people to obtain service pipes under the new bill than they have at present?—A. Yes.

Q. You say you have never read the whole acts under which the Company proceed?—A. No.

Q. Do you charge hotel-keepers?—A. The same as dwelling-houses.

Q. Are you acquainted with that clause in the old act? Do you see hotel-keepers included in it?—[The 68th clause of 7 Geo. IV., cap. 108, being shown to the witness]—A. Yes.

Q. You say the hotel-keepers are charged on the police rental,—Be good enough to look your books, and give me any case of a hotel-keeper charged upon the police rental?—A. I have not the books.

Q. Do you know the official declaration which the Company are bound to make of the state of their funds?—A. No.

Q. Will you look at that paper?—[The official declaration of the Company being shown to the witness]—A. I never saw it.

Q. What do you charge the public hospitals in your rating?—A. That is done by agreement.

By the Committee—Q. Under what head are public buildings included?—A. Under the head of manufactories.

Q. What instructions do you proceed upon? Do the Company give you particular directions?—A. Yes.

Q. They have never furnished you with a copy of the statute as your guide?—A. No.

Q. Do you know the number of ratepayers in Edinburgh?—A. 17,655.

Q. Do you know the number of those who pay the sums of 3s. and 4s.?—A. Yes; there are 6426 in Edinburgh who pay 4s. now.

Q. How many live without the bounds of the police?—A. 4170.

Mr Hope—Q. Houses or flats?—A. Flats.

Q. The number of receipts you give is 17,655?—A. That is for Edinburgh alone, then there were 4170 beyond the bounds.

Q. What is the number of ratepayers within the whole district?—A. 21,825.

Dean of Faculty—Q. Is the 21,825 from houses alone, or does it include manufactories?—A. From houses alone, without manufactories.

By the Committee—Q. What is the whole number from whom you receive money?—A. 23,350.

Q. The 6426 who pay 4s. and under, are they in Edinburgh alone, or in the whole district?—A. In Edinburgh alone, and 2700 beyond the bounds.

Q. Is that included in the 17,600?—A. Yes.

Q. The whole number of persons that pay rates altogether, within the bounds to which the Water Company's act applies, and to which the supply goes, are 23,358.—A. Yes.

Q. Then within Edinburgh there are 6426 persons paying 4s. and under?—A. Yes.

Q. And beyond the bounds of the Edinburgh police there are persons paying 4s. and under 2700, making together 9127?—A. Yes.

Q. Do you know the quantity of water supplied to the public wells?—A. No.

Q. As to these rates by agreement, what do you charge Heriot's Hospital, for instance?—A. I do not think Heriot's Hospital pays anything. I think Heriot's Hospital is not charged on account of some piece of ground that the Company have.

[The Dean of Faculty stated, that an agreement had been made with Heriot's Hospital, in consequence of the pipes of the Company passing through the ground belonging to the Hospital.

Q. What does the Charity Workhouse pay?—A. The West Church Workhouse pays L.20 a-year.

Q. What does the Infirmary pay?—A. L.50 a-year.

Cross-examined by Mr McNeill—Q. What does the City Charity Workhouse pay?—A. I could not state that.

Q. You make the survey, do you not?—A. Yes.

Q. As you have not perused the act, will you allow me to call your attention to the 47th section of the act of the 7th of George 4, which is to this effect:—"Provided always, and be it further enacted, that the said Commissioners may, upon the application of any five shareholders possessed of houses or other premises, three of whom at least shall possess houses or other premises charged at a rent of L.50 for police tax, from time to time ascertain the quantity of water requisite for the supply of the city of Edinburgh, and Town and Port of Leith, and places adjacent; and that it shall and may be lawful for the said Commissioners to require the said Company, or their committee of management, from time to time, to bring into Edinburgh and Leith, such additional supply of water as the said Commissioners shall see necessary, from the springs to be acquired by the said Company, by virtue of the powers conferred on them by this act, and that it shall be in the power of any five householders possessed of the qualification hereinbefore mentioned, and supplied with water by the said Company, to apply to the Sheriff-Depute of the county of Edinburgh, to enforce the requisition of the said Commissioners, if he shall see fit, and his judgment shall be final, and not liable to review." Does it consist with your knowledge, that any such requisition, in the terms of this provision, has ever been served upon the Company by the Commissioners, or by any five householders paying rates?—A. Not to my knowledge.

Q. So that although you have heard complaints as you have gone from house to house, you do not know that any means under the statute have been taken

to increase the supply for the city?—A. Not to my knowledge.

Q. Who are those Commissioners?—A. I could not say that.

Q. Is the Dean of Faculty one of them?—A. I could not say.

Q. Is the Lord Advocate one of them?—A. I could not say.

Q. No requisition was ever made upon you by the Dean of Faculty?—A. No.

Examined by the Committee.—Q. Have you ever heard of the present Company refusing to give a supply of water from their main when it was applied for?—A. Certainly not.

Q. You do not know the number of public wells?—A. No.

Q. Does it consist with your knowledge whether they are often in a deficient state as regards the supply of water?—A. I could not state.

Q. Have there been any new wells erected since you have been surveyor in the last seventeen years?—A. Not to my knowledge.

Q. Does the Company supply those wells entirely?—A. Yes.

Q. Is any charge made for supplying the public wells?—A. No.

Q. What has been the nature of complaints of the supply of water? Has it been the quality of the water?—A. Both quality and quantity.

Q. They have been made to the Company?—A. Yes.

Q. As to those rates by agreement, supposing a brewer wishes to be supplied with water, how do you assess him?—A. A penny for each barrel brewed.

Q. How do you ascertain the number of barrels he brews?—A. He gives a return.

Q. You said that complaints were made of the quantity and quality of the water to the Company,—How are you aware of that?—A. They are sent to the office.

Q. Do you know whether any steps have been taken to remedy the complaints?—A. I could not state.

Q. Supposing agreements are made with soap-boilers,—What is the principle with regard to them?—A. I do not know.

Q. Does the Company arrange that?—A. Yes.

Q. Does the Company receive any remuneration for the supply given to the public wells?—A. None to my knowledge.

Q. Do you assess the other hospitals,—for instance, the Merchant Maiden Hospital?—A. Yes, by agreement.

Q. That is arranged with the Company, and through you?—A. Yes.

[The books of the Company were produced.]

The Dean of Faculty stated, in answer to a question from the Committee, that another witness was coming who would be better able to give information as to the state of the revenue in different years, and as to the books.

Q. How much per cent. is the water rate upon the whole rental?—A. I cannot say.

Mr William Cameron was called in and examined by Mr Austin, as follows:—

Q. Have you acted as treasurer for the Company during the last eighteen months?—A. Yes.

Q. Your father, I believe, is the treasurer?—A. Yes.

Q. And, from ill health, has not been able to discharge the duty?—A. Yes.

Q. How long have you been in the employment of the Company?—A. About three years.

Q. During that time, have you been engaged in the financial transactions of the Company?—A. More or less, I have.

Q. Have you had the sole charge of their documents for any time?—A. Yes.

Q. Since what time?—A. For the last eighteen months.

Q. Have you a duty to perform with reference to preparing the Company's accounts cast upon you by the act of Parliament?—A. Yes.

Q. Do you keep the books of accounts?—A. Yes.

Q. What is entered upon the books?—A. The receipts and expenditure.

Q. All the receipts and expenditure?—A. Yes.

Q. Up to what periods are the accounts made up in each year?—A. Until Martinmas.

Q. Have you the account that was made for the year ending November 1842?—Yes.

Q. Does that show the nature of the disbursements made on account of the Company?—A. Yes.

Q. Do you hold a memorandum in your hand, containing the items of the account?—A. Yes.

Q. Will you inform the Committee what are the principal items of the account of disbursements that have been made on behalf of the Company from the commencement?—A. Acts of Parliaments, L.6524, 19s. 2d.

Q. Have you a head of miscellaneous charges?—A. Yes.

Q. Does that include plans and surveys and disbursements of that description?—A. It does.

Q. What is the amount?—A. L.4402, 14s. 1d.

Q. What money has been laid out in the purchase of lands?—A. L.21,771, 13s. 10½d.

Q. What has been the cost of the compensation reservoirs?—A. L.36,435, 10s. 2½d.

Q. What was the cost of the Crawley Springs?—A. L.10,582, 19s. 5d.

Q. And the cost of the Crawley Main Pipe?—A. L.45,630, 19s. 7d.

Q. The aqueducts and tunnel?—L.14,931, 1s. 9d.

Q. Was there any expense incurred in the management of their works during their execution?—A. Yes.

Q. What was it?—A. L.6621, 8s. 8d.

Q. What was the expense incurred in executing the works, and making the tunnel in Edinburgh?—A. L.8396, 4s. 11d.

Q. The cost of the aqueduct and bridges?—A. L.2457, 19s. 5d.

Q. Of the Straiton Quarry?—A. L.3918, 14s. 1d.

Q. The Craigmiller Quarry, what did that cost?—L.3542, 11s. 8d.

Q. And the Hair Craig Quarry?—A. L.1252, 12s. 9d.

Q. Were the charges connected with the last three items, the cost of stone raised from the several quarries to be used in the foundation of the aqueducts and works connected with the Company?—A. Yes.

By the Committee.—Q. Not included in other charges?—A. No.

Mr Austin.—Q. What was the cost of the distribution pipes?—A. L.42,345, 18s.

Q. Is there any other sum that I ought to ask you?

—A. There is an amount for surface damages when the work was going on,—L.14,552, 16s. 4d.

Q. Is there a charge for Malleny Millpond?—A. Yes; L.636, 12s. 10½d.

Q. And the Listonshiels Springs?—A. L.364, 13s. 9½d.

Q. And the payment to the city of Edinburgh for old works?—A. L.30,090.

Q. What does that make as a total expenditure on account of works?—A. L.241,725, 10s. 10½d.

Q. During the same period, what has been the payment made on behalf of the Company for repairs of works, expenses of management, salaries, and all the annual outgoings?—A. L.63,014, 3s. 2½d.

Q. What has been paid for interest on moneys borrowed?—A. L.69,758, 1s. 6½d.

Q. The old Water Establishment?—A. L.8187, 5s. 5½d.

Q. What is the meaning of that item?—A. That was for the expense of carrying on the old Water Establishment before the water was got to the town.

Q. What has been paid to the proprietors as a dividend?—A. L.152,689, 10s. 8d.

Q. I understand that the proprietors have received that as a dividend from the commencement of their operations till November 1842?—A. Yes.

Q. Adding all those items together to the former total of L.241,725, 10s. 10d., what is the entire amount?—A. L.535,374, 11s. 8¾d.

Q. I asked you up to what period this outlay was made,—Was it up to November last year, or in March last year?—A. Up to November last year.

Q. Now go to the otherside of the account,—What has been the entire receipt from capital?—A. L.135,000.

Q. What money has been borrowed?—A. L.84,319, 14s. 7d.

Q. What money have you received from water rates?—A. L.315,634, 11s. 11¾d.

Q. Is there a small account of certain miscellaneous receipts?—A. Yes; L.420, 5s. 2d.

Q. Do all those sums amount to L.535,374, 11s. 8¾d.—A. Yes.

Q. That, I believe, exactly balances the outlay?—A. Yes.

Q. What is the capital of the Company?—A. At Martinmas it was L.135,000.

Q. There has been lately an issue of new stock with a view to new works, has not there?—A. Yes.

Q. How many shares have been issued?—A. L.1960.

Q. At what price?—A. L.25.

Q. What has been the produce of them?—A. L.49,000.

Q. Adding that to the L.135,000, does that give L.184,000 as the capital of the Company?—A. Yes.

Q. What was the debt owing from the Company at Martinmas last? How much on bond?—A. L.78,203.

Q. You have a cash account with the bank, have you?—A. Yes.

Q. Are you in debt to the Bank?—A. We were then.

Q. To what extent?—A. L.7209.

Q. What do these two sums make added together?—A. L.85,412.

Q. You have before mentioned the sale of L.1966 shares at L.25. Is the produce of these shares to be applied by your act of Parliament in paying off the debt?—A. Yes.

Q. That is required by the present acts?—A. Yes.

Q. How much is to be applied for that purpose?—A. L.49,000.

Q. That is the same sum which you formerly added to the L.135,000, the capital of the Company?—A. Yes.

Q. Deducting the L.49,000 from the total amount of debt, what would be left when that payment shall have been made?—A. 36,412.

Q. Then, taking L.135,000 as the capital of the Company, you will have to set off against that L.36,412 as the debt?—A. Yes.

Q. What is it proposed to take power to borrow under the present bill?—A. L.70,000.

Mr Austin stated that it was stated to be L.60,000 in the bill, but that the Company intended to insert L.70,000.

Q. What is the existing power of borrowing?—A. L.148,000.

Q. How much of that power has been exhausted?—A. L.85,412.

Q. What power of borrowing is remaining in the Company under their present acts?—A. L.62,588.

Q. Then the whole power of the Company, contracting debts, will be the L.36,412,—the L.62,588 and the L.70,000, which you propose to take the power of borrowing, under this bill, which altogether makes L.169,000, is not that so?—A. Yes.

Q. Supposing the new works to be completed, and the supply to be provided as contemplated, will there be an addition to the expenses of management?—A. Yes.

Q. Are you able to make an estimate of what the annual expenses of management have been in the last ten years?—A. Yes; about L.3300.

Q. What do you calculate the additional cost of management with the new works?—A. L.900.

Q. Does that L.900 include incidental repairs?—A. Yes.

Q. Then that will make the entire annual cost of management about L.4200?—A. Yes.

Q. Will you inform the Committee what would be the amount of rates and duties, payable upon the tenpenny scale, upon four-fifths of the police rental?—A. L.10,615.

Q. Take the whole of last year, for instance?—A. The whole rates payable for 1841-42 were L.16,000.

Committee—Q. That is the total revenue for the year?—A. Yes.

Mr Austin—Q. It is the entire revenue without deduction for bad debts?—A. Yes.

Q. What was the receipt in the year 1826?—A. L.13,096, 4s. 8d.

Q. What was it in 1827?—A. 13,724, 17s. 9d.

Q. In 1828?—A. L.16,834, 19s. 10d.

Q. In 1829?—A. L.15,973, 13s. 5d.

Q. In 1830?—A. L.15,762, 12s. 4d.

Q. In 1831?—A. L.15,750, 2s. 9d.

Q. In 1832?—A. L.14,351, 11s. 10d.

Q. In 1833?—A. L.15,647, 1s. 11d.

Q. In 1834?—A. L.1,496, 16s. 9d.

Q. In 1835?—A. L.15,586, 15s. 4d.

Q. In 1836?—A. L.15,260, 10s. 5s.

Q. In 1837?—A. L.15,631, 8s. 7d.

Q. In 1838?—A. L.14,634, 7s. 11d.

Q. In 1839?—A. L.16,187, 0s. 1d.

Q. In 1840?—A. L.18,907, 0s. 5d.

Q. In 1841?—A. L.17,493, 17s. 1d.

Q. In 1842?—A. L.16,441, 8s. 5d.*

Q. Now, I observe it is only in the years 1833, 1839, 1840, 1841, and 1842, that the annual amount has exceeded L.16,000. In all the other years it has fallen short of it?—A. Yes.

Q. Is it true that the average of all these years would be below L.16,000?—A. I think it would.

Q. Taking the amount at L.16,000, and on the other hand taking the expenses of management, including the new works as before at L.4200, what will be the interest on the debt, assuming the power of borrowing to be exercised to the extent of L.165,000, instead of L.169,000, which the Company believe will finish the works, and taking the rate of interest thereupon at four per cent.?—A. L.6600.

Q. There is L.4200 expense of management, and L.6600 interest upon the debt, what will these sums amount to?—A. L.10,800.

Q. And deducting that from L.16,000, what will the balance be?—A. L.5200.

Q. Assuming L.184,000 to be the whole capital of the Company, what rate of interest will the balance of L.5200 leave upon such capital?—A. About three per cent.; not so much.

Q. Suppose the water rates to be levied at 1s. instead of 10d. in the pound, what addition would be thereby made to the L.16,000 a-year?—A. L.2300.

Q. That would make it how much?—A. L.18,300.

Q. That would make the divisible balance L.7500 instead of L.5200?—A. Yes.

Q. L.5200, you say, gives something more than three per cent. upon the capital.—What would L.7500 give?—A. Four and a-quarter per cent.

Q. Are you enabled to inform the Committee what the average amount of deductions for irrecoverable rates and bad debts, and so forth, is?—A. Upon the average generally, about five per cent.

Q. Upon the gross revenue?—A. Yes.

Q. That deduction would have to be made from the residue, and, of course, would go in diminution of the annual rate of dividend?—A. Yes.

Q. The residue you have just given is also subject to this farther contingency; that is to say, the present debt, bearing interest at four per cent., you may be compelled to give five per cent.?—A. Yes.

Q. Can you inform the Committee how much that would add, or how much that would diminish?—A. L.1650.

By the Committee—Q. You say that the deductions for bad debts, and so forth, amount to about, on the average, five per cent. Is that five per cent. upon the whole whole receipt?—A. Yes.

Q. That is to say, from the L.16,000 you must deduct L.800 for bad debts?—A. Yes.

Q. But the whole loss of that must fall upon the divisible property?—A. Yes.

Q. Therefore, from that L.7500 that you said would be divisible property, you must deduct about L.900 for those bad debts?—A. Yes.

Q. Therefore that leaves, not L.7500, but on the average L.6600, or thereabouts, as the divisible fund; and the profit is lowered from four and a-quarter per cent. to a little more than three?—A. Yes.

Q. Suppose the interest upon the debt were raised one per cent., what would be left for dividends?—A. About L.5000.

Mr Austin—Q. What is the amount of water rate

* At page 22 of Mr Talbot's speech, a tabular view is given of the income of the Water Company for each year since it was established, compared with the police rental for the corresponding years.

charged without the bounds of police, at 10d. in the pound, or four-fifths?—A. L.875.

Q. Supposing you were to increase it from a ten-penny to a shilling rate, what addition do you calculate upon?—A. L.175.

Q. Then, instead of L.875, you would have L.1050?—A. Yes.

By the Committee—Q. Does that include both what is raised by agreement and what is raised by rate?—A. No, by rate alone.

Q. But that L.175 is included in the increased income of L.2300 stated before?—A. Yes.

Mr Austin—Q. That is the entire addition out of the bounds?—A. Yes.

Q. That, I believe, includes all the houses without the bounds of the police?—A. Yes, charged on the rental.

Q. In Leith, Newhaven, and Trinity?—A. Yes.

Q. Shops and manufactories without the bounds of police also pay by agreement, do they not?—A. Yes.

Q. Do the houses under L.5 pay by agreement?—A. By Act of Parliament they are bound to pay 4s. each.

Q. Those contracts will not be affected?—A. No, they will not.

Q. What are the whole agreement rates to Whitsunday 1842?—A. L.455.

Q. Was that upon houses under L.5?—A. Yes.

Q. On shops how much?—A. L.110.

Q. Brewers, and so forth?—A. L.270 for manufactories.

Q. The total assessments by agreement without the bounds of police are L.835?—A. Yes.

Q. What is the total amount for the water rates within the bounds of the police for shops, breweries, and so on, falling under the rental, and rated by agreement?—A. In the Old Town L.1560; in the New Town L.1435.

Q. Are there also miscellaneous charges?—A. Yes: police tanks L.180; brewers L.350; shipping L.135; lime L.15.

Q. What do those four make altogether?—A. L.680.

Q. What is the total without the police bounds not charged on the rental?—A. L.835.

Q. Now, add those sums together, and what do they make altogether?—A. L.4510.

Q. That is the total of the assessments not charge upon the rental within and without the bounds of the police?—A. It is.

Q. What is the annual charge upon the rental without the bounds of the police?—A. L.875.

Q. What does the addition of that make?—A. L.5385.

Q. If I understand you rightly, this gross sum of L.5385 is not charged on the police rental, but by agreement and otherwise?—A. Yes.

Q. Including the district without the bounds?—A. Yes.

Q. Now, taking you back to some of your former figures, taking L.16,000, or the gross amount at Whitsunday 1842,—that L.16,000 including the entire receipts, whether by agreement or otherwise,—deduct the L.5385 from the L.16,000, and what will be left?—A. L.10,615.

Q. That is the amount of what will be affected by the present bill?—A. Yes.

Q. Supposing the rate to be 1s. instead of 10d. what would that sum of L.10,615 be raised to?—A. L.12,740.

Q. What would the addition be?—A. L.2125.

Q. And the L.175 for Leith, Newhaven, and Trinity being added, what would it be?—A. It would make a total gain to the Company of L.2300.

Q. Is that sum of L.2300 the entire additional annual burden proposed to be imposed by this bill?—A. It is.*

Q. Are you in a position to have ascertained whether complaints have been made in Edinburgh of the supply of water lately?—A. We get complaints at the office every day, both in writing and by verbal messages.

Q. Is that in respect of insufficiency of supply?—A. Yes.

Q. That, you say, happens every day?—A. Every day.

Mr Hope requested that the witness might be directed to furnish the following information:—

1st, The revenue actually received by the Company for each year since 1819.

2d, An account of money paid during each year to shareholders as dividends.

3d, The rate per cent. of dividend for each year.

4th, The amount of arrears due to the Company, as standing in their books at the close of each financial year.

5th, The minute books of the Company for 1826.

6th, The minute books of the Company for 1842-43.

The *Dean of Faculty* stated that the whole of those could be furnished except the fourth.

Mr McNeill requested that the witness might also be directed to prepare a statement of the expenditure upon works in each year since 1826.

The *Witness* stated that that information could be furnished at any time when it was required.

By the *Committee*—Q. Do your books show the state of the arrears in any one year?—A. No; the books do not show that.

Q. Have you no head of "arrears" in your books?—A. We have no head of "arrears," but have receipts to show what are arrears.

Q. Is not it possible to distinguish in any given year what the arrears were?—A. No.

Q. Do your books contain no statement, given out in the nature of a charge upon the collector, showing how much the collector ought to receive?—A. We give him a certain number of receipts, and he must either give in those or the receipts.

Q. Surely your books show the revenue every year?—A. No, we cannot do that, from the alterations taking place every day.

Adjourned till to-morrow, at twelve o'clock.

Mercurii, 5 die Aprilis 1843.

Mr William Cameron was again called in and further examined by the *Dean of Faculty*, as follows:—

Q. Will you give us the salaries paid to the different officers of this Company?—A. Treasurer, L.421, 4s. 11d.; clerk, L.90; engineer, L.200; superintendent, L.230; surveyor, L.130.

By the *Committee*—Q. That is, the surveyor for the rate?—A. Yes, treasurer's clerk, L.160.

Dean of Faculty—Q. How many clerks?—A. Two. Inspectors of pipes, L.40; reservoir keepers, L.90.

Q. How much in all?—A. L.1361, 4s. 11d.

* At page 24 of *Mr Talbot's* speech, it is shown that this opinion "is the most perfect moonshine;"—that the charges under special contracts would necessarily be increased as much as those levied on the rental. The total increase under the powers sought by the bill would certainly not have been less than L.4000 a-year.

Q. During the drought of last year, the millers applied to restore the water, did they not?—A. Yes.

Q. And the Company paid them a sum of money for the use of the water?—A. Yes.

Q. Can you tell us the amount that they paid or contracted to pay?—A. The amount was L.4187.

Q. And there is a sum remaining over unpaid?—A. There is.

Q. This was a present made to the millers for liberty to take away the water the Company was bound to give to them during the drought?—A. Yes.

Cross-examined by Mr Hope—Q. We asked yesterday, on the authority of the Committee, for certain returns,—Have you prepared them?—A. Yes; I saw *Mr McLaren* last night.

Q. From your evidence yesterday, it was not quite clear whether the sums you stated were clear receipts, or whether they were subject to a deduction of 5 per cent. on account of bad debts. Will you state, commencing with 1819, the sums actually received in each year?—A. From Whitsunday 1820, L.5233, 8s. 4d. to Whitsunday 1821, L.5254. The first two payments were not to Martinmas; they were only to Whitsunday: they belonged to the old Water Establishment, and then the rates were collected from Whitsunday to Whitsunday, afterwards to Martinmas.

Q. What is the next?—A. L.4645.

Q. What period is that for?—A. From Whitsunday to Martinmas 1821.

Q. For half a year?—A. Yes.

Q. What is the next?—A. For 1821-22, L.6660; 1822-23, L.8440; 1823-24, L.12,001; 1824-25, L.12,797; 1825-26, L.13,068, 6s. 6d.; 1826-27, L.13,706.

Q. From that period downwards, did you give the receipts yesterday?—A. I think I did.

By the *Committee*—Q. You stated yesterday, 1825-26, L.13,096—A. There was a small error in that.

Mr Hope—Q. Are you aware whether there are any other errors in your statement of yesterday?—A. I think there is another small one in the amount received.

Q. Will you proceed to the next, 1827-28?—A. L.16,797.

Q. 1828-29?—A. L.15,919.

Q. 1829-30?—A. L.15,690.

Q. 1830-31?—A. L.15,687.

Q. 1831-32?—A. L.14,311.

Q. 1832-33?—A. L.15,647.

Q. 1833-34?—A. L.14,960.

Q. 1834-35?—A. L.15,588.

Q. Do the subsequent years agree with what you stated yesterday?—A. Yes.

By the *Committee*—Q. What was the reason of the inaccuracies in some of them?—A. They charge on one side of the account two or three pounds more; and they deduct from another account the old

* There are a few trifling discrepancies between the figures which follow and those given in the tabular view at page 22 of *Mr Talbot's* speech; but they are of no importance. It is believed that the tabular view is most correct, as all the items were deliberately read over from the annual accounts by *Mr Cameron* to *Mr McLaren*, who wrote them down and prepared the tabular view on the evening preceding this day's examination, the Committee having previously ordered the information to be furnished. The annoyance frequently experienced in examinations before Parliamentary committees is very apt to occasion trifling errors in matters of figures, and no blame is imputable to *Mr Cameron* on that account, for his evidence was given in the most unreserved manner, and with the evident desire to state everything accurately.

Water Establishment. The gross amount is very nearly the same of the one and the other.

Mr Hope—Q. Those are the sums actually received in each year, so that the sums you have mentioned are subject to no deduction for bad debts or anything else?—A. No.

Q. Can you give me any account of the arrears? Can you say what is due at this moment?—A. No.

Q. Do you know whether it is a considerable sum?—A. Every year, at our balance, there is almost half of our revenue which is arrears, and which is unpaid; but it is just carried from one account to the other.

Q. Then am I to understand that there is probably at this moment a half-year's arrear, or something like L.8000?—A. Not quite so much as L.8000; it is about L.6000.

Q. There was about L.6000 at Martinmas last?—A. Yes.

Q. The next point we asked you about yesterday was the rate of dividend during each year,—Are you prepared with that?—A. Yes.

Q. Was there any payment made to the shareholders previous to the year 1824-5?—A. There was payment made in the year 1823, but it did not come into the balance of the year 1823.

Q. Will you explain what kind of payment that was, what period it embraced, and at what rate?—A. Five per cent. from the date of the instalments up to Martinmas 1823; five per cent. on the stock from the date of the different subscriptions.

Q. That was up to 1823-4: five per cent. on the deposits, in respect of the shares?—A. Yes.

Q. After that, will you state the per centage, year by year?—A. 1824-5, 6 per cent.; 1825-6, 3½ per cent.

Q. Does your divided year agree with your receipt year?—A. No.

Q. What is the period?—A. It is a year afterwards.

Q. What is the period of the year at which you close your accounts with respect to the dividends?—A. Martinmas.

Q. Then it tallies with the period of your closing your account of receipts?—A. Yes; we have the dividend paid in the latter end of one year, but it does not come in till the amount of the next year.

Q. What was it in 1826-27?—A. 6½.

Q. 1827-28?—A. 6½.

Q. 1828-29?—A. 6½.

Q. 1829-30?—A. 6½.

Q. 1830-31?—A. 6½.

Q. 1831-32?—A. 6½.

Q. 1832-33?—A. 6½.

Q. 1833-34?—A. 5¾.

Q. 1834-35?—A. 5.

Q. 1835-36?—A. 5.

Q. 1836-37?—A. 5.

Q. 1837-38?—A. 6¼.

Q. 1838-39?—A. 6½.

Q. 1839-40?—A. 6½.

Q. 1840-41?—A. 6½.

Q. 1841-42?—A. 5¼ in the year 1841, but that does not appear in the accounts.

Q. How much was paid in November 1842?—A. 6½.

Q. You say that the dividend is paid in the year subsequent to your collection,—Is it so?—A. Yes.

Q. Are the years you have been giving me the years in which the payment was made, or in which the collection was made out of which the payment became due?—A. The year in which the payment was made.

Q. In 1841, what was the dividend paid?—A. Five and three-fourths.

Q. In November 1842 what was the dividend declared?—A. The account stood six and one-half paid; but the dividend paid in 1842 was five and three-fourths.

Q. Do you mean that the rate at which the shareholders were to receive was six and one-half, but that they have not actually received it?—A. No.

By the Committee—Q. At what period do the Directors strike the dividend?—A. At the balance of every year, in November.

Q. They settle the amount to be paid in each year for the year past?—A. Yes.

Mr Hope—Q. In November last, at what rate was the balance struck?—A. Five per cent. for this year.

Q. What was the five and three-fourths?—A. It was one half of each year.

Q. You state that the dividend was five and three-fourths. Was that the dividend struck or the dividend paid?—A. the dividend paid.

Q. Was that paid last November 1842?—A. Yes.

Q. Was that paid on account of the balance struck the year before?—A. No, it was part of it from the balance made in November last. The dividends are declared every year what they are to be.

Q. When was that five and three-fourths declared?—A. Part of it was declared the year before at six and one-half per cent., and part at five per cent. The dividend in 1841-2 is six and one-half per cent., which we have in our accounts.

Q. You said that in 1842 Martinmas became the end of the year for dividends; and you said that the dividend was five per cent. What did you mean by that? Was five per cent. struck for that year to be paid the next year, or was it paid in that year?—A. It was struck for that year to be paid the next year.

Q. Then, in Martinmas 1826, it was struck three and one-half, to be paid the next year?—A. Yes.

Q. Then the dividend of 1842 has not been paid?—A. No; part of it is paid.

Q. When you said that the dividend was five and three-fourths in Martinmas 1842, did you mean to say that that was the dividend struck in 1842, to be paid in 1843?—A. You can see the dividends struck in each balance sheet.

Q. Is there any amount of unpaid dividends?—A. Yes.

Q. A large amount?—A. No.

Q. How much?—A. About L.10,000.

Q. Is the dividend ever in arrear more than one year?—A. No.

Q. It is always paid in the course of the year after it is declared?—A. Yes.

Q. It is declared in November upon the profits of the previous year up to November?—A. Yes.

Q. Then the dividend of 1840 is the dividend declared in November 1840, consisting of profits received between November 1839 and November 1840, and to be paid before November 1841?—A. Yes.

Q. And it is always paid before the November following?—A. Yes.

Q. What was the dividend declared in November 1842, which is to be paid before November 1843?—A. Five per cent.

Q. The last dividend declared was in November 1842?—A. Yes.

Q. The previous year ending at Martinmas 1841, what was that?—A. Six and one-half.

Q. The year before that?—A. Six and one-half.

Q. The year before that?—A. Six and one-half.
Dean of Faculty—Q. Is the dividend paid half-yearly?—A. Yes.

Mr Hope—Q. But it is declared annually?—A. Yes.
By the Committee (to Mr Learmonth)—Q. When a dividend is declared at Martinmas, in any year, of six and one-half per cent., when is that dividend payable?—A. It is payable at Martinmas.

Q. The first instalment is payable at Martinmas?—A. It is payable on the 22d of December, and the Whitsunday dividend is payable in June,—the consequence is, that one-half of the dividend is declared of the year preceding, and the other half, the December dividend, is declared in November; so that each year contains half the dividend of the year preceding.

Q. That accounts for the dividend being five and three-fourths?—A. Yes.

Mr Hope to Mr Cameron—Q. As I understand, the sum actually paid between 1841 and 1842 was six and one-half per cent.?—A. Yes, between Martinmas 1841 and Martinmas 1842.

Q. The sum to be paid between Martinmas last and Martinmas next is five per cent.?—A. Yes.

Q. What is the five and three-fourth per cent. dividend of which you spoke?—A. Between 1841 and 1842, from January to January.

Mr Learmonth—It is the half of the six and a-half and the half of the five.

Mr Hope to Mr Cameron—Q. Can you give any explanation of the rapid fall from six and a-half to five per cent. when the last balance was struck?—A. Our expenses were a great deal more last year, and therefore we could not pay a high dividend.

Q. You owed the millers L.4187,—Have you paid them?—A. They have had that paid up now, but that did not appear in the accounts at Martinmas last.

Q. What were the expenses which tended to reduce the dividends?—A. The sum paid to the millers.

Q. Arising from the excessive drought of the season?—A. Yes.

Q. Were there any other extra expenses last year?—A. There were law expenses and salaries, and rent and taxes.

Q. What were those law expenses?—A. L.608, 19s. 8d.

Q. Was there any particular law suit which absorbed that money?—A. Yes, I believe there was.

Q. What was it?—A. Mr Malcolm's.

Q. What was that law suit about?—A. About the charging the extra rate.

Q. Has there been any refunding on account of the extra rate?—A. Yes.

Q. Have you any considerable amount of outstanding bills for law expenses?—A. I do not know.

Q. I mean outstanding at Martinmas, when the last balance was struck?—A. I believe not.

Q. There are some of the items you mentioned yesterday of the gross expenditure upon which I wish to ask you a few questions; one of those was for the purchase of Listonshiels Springs. I think the sum you gave was L.364?—A. That was not for the purchase of the springs, that was for measuring and surveying the springs.

Q. Were the springs purchased?—A. Yes.

Q. What was paid for them?—A. L.5599.

Q. In what year?—On the 18th of July 1826.

Q. Was there a separate payment on account of any of the Bavelaw Springs at that time?—A. There was L.400 paid for the Black Springs.

Q. When was that?—A. The 15th of March 1820.
 Q. How much for the Bavelaw Springs?—A. They are not paid for.

Mr McNeill—Q. Are you quite sure of that?—A. Yes.

Mr Hope—Q. Was there an assessment by a jury as to the amount which should be paid for them?—A. I do not know.

Q. But you know that they have not been paid for?—A. Yes.

Q. Have you any item in your books for a consignment to the bank on account of these springs?—A. We have money in the bank.

Q. Is there any specific consignment for those springs?—A. I do not know.

Q. Within the last ten days has there been any consignment on this account to the bank?—A. Not within my knowledge.

Q. Under what item do those particular expenses fall?—A. Under heritable property.

Q. Which is altogether L.21,771?—A. Yes.

Q. Is the purchase money of any other springs included under the amount for heritable property?—A. Yes.

Q. What springs?—A. The Crawley Springs.

Q. Are there any other springs purchased except the Crawley?—A. I think not.

Q. You think that under that item, the heritable property, all the rest went in land?—A. I think so.

Q. Can you state where the land is situated which has been purchased?—A. No.

Q. Does it include anything for Malleny Mill-pond?—A. There are many items in different parts of it, but I do not know whether it includes Malleny Mill-pond, without looking over the whole that was paid for heritable property: here is one item of heritable property for part of Dryden estate, L.5029.

Q. To which of the springs is the land of Dryden contiguous?—A. I do not know. I have nothing to do with them. I have only to pay the money.

Q. You can tell me a little more about the Malleny Mill-pond: Do you know the cost of that Mill-pond?—A. No.

Q. That item which you gave us of L.636, under the head of Malleny Mill-pond, to what does that relate?—A. Repairing and keeping in repair.

Q. It does not include the purchase money for the site?—A. It is for putting it in order before it could be used.

Mr Hope asked whether the promoters of the bill could furnish a statement of the precise cost of the Malleny Mill-pond, including the purchase and construction; and the *Dean of Faculty* stated, that that should be furnished by to-morrow morning.

Q. Can you tell how much the Well Dean Spring cost?—A. I do not know the dates when they were purchased; but I can tell by looking over the accounts.

Q. How did you make out those aggregate sums which you gave yesterday?—A. It was made up every year.

Q. All that you have done for the purposes of this Committee has been to add to your current calculation the expenses of last year?—A. Yes.

Q. The calculation has been made from the beginning?—A. It is taken from the annual balance sheet every year, which is audited.

Q. Now, as to the sale of the shares which you mentioned yesterday,—you stated that the Company had

lately sold shares to the amount of L.49,000?—A. At L.25 a share they were L.49,000.

Q. Was there any premium?—A. Yes.

Q. To what amount?—A. L.1404, 5s.

Q. Are you aware what the highest rate of premium had been during any twelve months previous?—A. L.36 is the highest price I have marked.

Q. Within the twelve months previous to this sale?—A. Yes.

Q. It seems to have fallen from thirty-six down to very near par: to what do you attribute that fall?—A. Partly to the new Company being established, and partly to a quantity of their stock being brought into the market.

Q. How long ago is it since you first acquired power to bring this stock into the market: it was by the second act, in 1826, was not it?—A. Yes.

Q. Had any stock been sold previous to this time?—A. No.

Q. Do you know whether the premium had been unusually high during that interval between the second act and the time when you effected your sales?—A. The price averaged about thirty-six.

Q. How much per cent. premium is that: something like forty per cent. premium, is it not?—A. Yes.

Q. What was the premium at the time of your sale?—A. Very nearly five per cent.

Q. Between those two periods of the passing of the act, and the sale of the L.49,000, you had in fact sold no shares?—A. No.

Q. Do you know what the premium is at present?—A. The last quotation I have is L.26, 5s. the last sale.

Q. What date is that?—A. The 9th of March 1843.

Q. Go back to last January.—Can you tell what the quotation then was?—A. L.26.

Q. In February?—A. L.26, 5s.; but there has stock been sold at a higher premium which has not come to my reach yet.

Q. Do you know at what premium?—A. At the price of about L.30,—that is L.5 premium.

Q. When was that?—A. In the beginning of March.

Q. You have heard of no sales since this Committee opened, have you?—A. No.

Q. In your calculations with regard to the future revenue of the Company, you take 4 per cent. interest as the basis of your calculation?—A. Yes.

Q. Have you given any notice as to a reduction of interest?—A. I do not know.

Q. Do you know the common rate of interest in Edinburgh at this moment on good security?—A. Three and a-half per cent.

Q. Have you heard that money is plentiful at that?—A. No.

Q. And you absolutely deny any knowledge of a notice to the creditors to reduce the interest?—A. Yes.

Q. In your calculations as to the future proceeds, you assume that all the new works are to be completed, do you not?—A. Yes.

Q. Do you in calculating upon the new works, calculate upon any increase in the revenue from the establishment of those works?—A. Yes.

Q. What?—A. L.2300 per annum.

Q. You mean by the difference between the shilling and the tenpenny rate?—A. Yes.

Q. Do you assume in the calculation any increase of revenue by the extension of the works, and the

affording a better supply?—A. Not unless we get a better rate.

Q. Has the increase of the supply and the extension of the works formed an item of expected increase of revenue without reference to the increase of the rate?—A. I do not understand the question.

Q. Will there be pipes laid to fresh houses, or to fresh flats?—A. There may be.

Q. Have you brought into your calculation any allowance for increase from those sources of revenue?—A. No.

Q. Can you furnish us with an analysed statement of the L.3300 of annual expenses?—A. I will take any of the years, and give you what the annual expenses are.

Q. You have done it upon the ten years' * calculation, have you not?—A. Yes.

Q. Have you averaged each item upon the ten years?—A. No.

Q. Will you give me the amount paid to the engineer for two or three successive years,—Is that included?—A. His salary is included.

* The following is a view of the debts due by the Water Company during each of the ten years, by Mr R. Christie, accountant. After showing that, during the last year, the Company borrowed, in contravention of the act of Parliament, L.539, 7s. 5d., towards payment of their dividends, that gentleman goes on to say:—

“But howsoever the objection may be viewed or disposed of, it is due to the Company that it be stated and understood beyond the possibility of misapprehension, that there is no ground for supposing the Company to have been in the habit of borrowing money to pay their dividends. The reverse is the fact beyond all manner of question. Looking at the ten years preceding Martinmas 1841, the debt is perceived to have stood thus at the term of Martinmas in each year:—

1831, Martinmas,	L.88,113 18 11
1832, ditto,	90,232 13 0
1833, ditto,	89,390 14 9
1834, ditto,	88,100 12 0
1835, ditto,	88,608 15 4
1836, ditto,	87,358 2 6
1837, ditto,	87,542 2 1
1838, ditto,	88,492 6 6
1839, ditto,	88,312 15 10
1840, ditto,	85,688 19 10
1841, ditto,	84,493 18 0

“Note—In all those years in which any increase of debt took place, it is far more than accounted for by extraordinary outlay, for which debt was authorised to be contracted, or new stock created.

“It therefore appears that the debt which stood at L.88 113, 18s. 11d. at Martinmas 1831, had at Martinmas 1841, been reduced to L.84,493, 18s. This diminution of debt, amounting to L.3620, 0s. 11d. took place, notwithstanding that during the ten years referred to, the Company made the following extra expenditure, viz:—

On act of Parliament passed in 1835,	L.1202 17 2
— Distribution pipes,	2304 3 7
— Heritable property purchased,	1904 17 5

Together, . . . L.5911 18 2

“This, and the foresaid sum of L.3620, 0s. 11d., make L.9531, 19s. 1d., by which the rates collected exceeded the dividend and the ordinary expenditure during the ten years preceding Martinmas 1841.

“It is to be observed, however, that the reduction of debt which latterly took place, is attributable to the additional duty collected after Whitsunday 1833, which the Company are refunding. The effect of the reduction of debt thus made, and of the repayment of rates now taking place, on the amount of debt to be fixed as between the Water Company and the public, will require to be kept in view, and reserved for future adjustment.”

—Report by R. Christie, Esq. under a remit by the Parliamentary Commissioners,—2d April 1843.

Q. Is there anything besides his salary?—A. No.

Q. What is his salary?—A. L.200.

Q. Every year during ten years?—A. Yes.

Q. And no increased payment?—A. Not that I am aware of.

Q. You mean that no such item has passed through your accounts?—A. Not in that shape.

Q. Are you aware whether Mr Jardine has, or has not more than L.200 a-year out of the Company?—A. No.

Q. You think he has not?—A. I think he has not.

Q. You think he has not ever got more than L.200 a-year?—A. I think not.

Q. Is there any secret service money, that you speak of differences of shapes?—A. No.

Q. Then where do you suppose the difference can lurk, if any?—A. It is put under the expense of miscellaneous charges for plans and surveys.

Q. What is the amount of that?—A. Last year it was L.184, 15s. 10d.

Q. How much the year before?—A. L.121, 16s. 7d.

Q. Will you take the years 1837-8, and give me an analysis of the expenses upon which you struck that average?—A. Salaries, L.1237; repairs, L.214; acts of Parliament, L.163; law, L.255; office expenses, L.236; miscellaneous, L.117; rent and taxes, L.92; wages, L.686; and in all, L.3004.

Q. I will just ask you one question with regard to the engineer: Do you know whether Mr Jardine's salary was ever as much as L.500 a year?—A. I believe at the commencement of the Company it was.

Q. Do you know when it was lowered?—A. No.

Q. Do you know whether it was fixed at any time between L.500 and L.200: was it ever L.300 a-year?—A. I do not know.

Q. You cannot tell me the period of the reduction or any more than that you know it was once L.500?—A. I know it was once L.500.

Dean of Faculty—Q. When was that?—A. At the commencement of the Company.

Q. When the works were going on?—A. Yes.

The Dean of Faculty stated, that a copy of the states of accounts had been furnished to one of the agents for the opponents to the bill; and that in order to save time, he was willing to consider it as being in evidence.—*Mr Hope* stated that he was quite satisfied with that.

Mr Hope—Q. I will now go to the estimate of the future dividend: you make an average of L.16,000 as the probable income of the Company?—A. Yes.

Q. Not having allowed anything as you have already stated, for possible increase from new customers?—A. Yes.

Q. The L.16,000 does not represent last year's income?—A. No.

Q. Is the last year's income greater than the year before?—A. No.

Q. Then we will take the L.16,000 as your calculation: the future expenses of management you put at L.4200?—A. Yes.

Q. Then you assume that L.165,000 will be borrowed?—A. Yes.

Q. You assume also that four per cent. will be paid upon it?—A. Yes.

Q. Does that L.165,000 include the present debt of L.36,000?—A. Yes.

Q. You have already stated that you know nothing of the proposed reduction of interest from four per cent. to three and a-half per cent?—A. No.

Q. And you make L.6600 to be the interest upon the sum?—A. Yes.

Q. Supposing the money to be expended amounted only to L.82,000 for the new works,* that would make a saving of half the interest annually, would it not?—A. Yes.

Q. There would be a sum of something like L.3300 that would have to be deducted from your calculation of interest?—A. Yes.

Q. Supposing the works cost only about L.36,000† instead of L.82,000, that will make a farther reduction, will it not?—A. Yes.

Q. How much?—A. L.1650.

Q. Putting the sum borrowed at L.118,000‡ instead of L.165,000, what would be the total annual interest at four per cent.?—A. L.4720.

Q. Now, be good enough to sum up the expenses of management with this last expense of interest?—A. L.8920.

Q. Instead of L.10,800?—A. Yes.

Q. Now, if you please, take the total amount upon which interest is to be paid at L.72,000,§ and state what the amount of interest would be?—A. L.2880.

Q. Add that to the expenses of management?—A. L.7080.

Q. Now, if you please, [supposing L.118,000 to be borrowed] deduct the L.8920 from the L.16,000 of income?—A. It leaves L.7080.

Q. Now, will you do the same upon the L.72,000 estimate,—upon that calculation?—A. It leaves L.8920.

Q. Upon the L.118,000 estimate, be good enough to tell me how much dividend there would be for the shareholders?—A. Seven and a-half per cent.

Q. Now, do the same, if you please, upon the L.72,000 calculation?—A. Twelve per cent.

Dean of Faculty—Q. Twelve per cent. on what?—A. L.72,000.

By the Committee—Q. The question is, supposing the debt to be L.72,000 in all, including the debt already contracted and the debt to be contracted, then, of course, abating the charge of interest in proportion to the reduction of the debt, what dividend would the surplus give upon the shares of the Company?—A. I understand the question to be, what is the rate of interest which L.8920 would give upon the capital of L.184,000: It would be nearly five per cent.

Mr Hope—Q. You have calculated the interest on L.72,000?—A. Yes.

Q. You have added that to the expenses of management?—A. Yes.

Q. You have deducted those two sums together from the L.16,000 revenue?—A. Yes.

Q. Then you have applied the result to the dividend, and you have just stated that it produces five per cent.?—A. Not quite five per cent.

Q. You also told us what the surplus for dividend would be, supposing the debt were L.165,000 upon which four per cent. interest was paid?—A. L.5200.

Q. Now, supposing the debt to be L.118,000, what would the free surplus be?—A. L.7080. ||

* For bringing in the Colzium and Harperrig waters alone, as provided for in clause G. 41 of the bill,—this being the estimated cost of these works.

† The estimated cost of bringing in the Black, Bavelaw, and Listonshiels Springs by the Crawley pipe.

‡ The estimated expense of bringing in the Colzium and Harperrig waters, together with the existing debt of L.36,000.

§ The estimated cost of bringing in the Black, Bavelaw, and Listonshiels Springs by the Crawley pipe, together with the existing debt of L.36,000.

|| The ultimate result of this view is not here stated in the evidence, but L.7080 would yield a dividend of nearly four per cent. on the capital of L.184,000.

Q. Supposing the debt to be L.72,000, what would the available surplus be?—A. L.8920.

Q. Will you tell me, with regard to your expenses of management, to what extension of the works they apply: to the whole of the new works proposed?—A. Yes.

Q. Could you apply the proportion of increase in respect of management to the particular parts of the work designed?—A. No; I can state what we proposed to make the additional expense.

Q. Can you give me the items of it?—A. Yes; keepers of two reservoirs, L.200; annual surface damages, repairing pipe track, &c. L.500. That is all the additional expense.

Q. In making your calculation, have you taken the present quantity of pipe and extent of ground, and added the quantity of pipe and extent of ground contemplated for the whole of the new works?—A. Yes.

Q. You said, that on account of bad debts, there would be a deduction of L.900?—A. About.

Q. That was upon the supposition that the receipts you had given were subject to that deduction?—A. Yes.

Q. But now to-day you tell me that they are not subject to that deduction?—A. The L.16,000 is subject to that deduction from the commencement of the Company till now. The deduction is about five per cent.

Q. How did you get that L.16,000? Was it not upon the net sums?—A. Yes; on which the average is L.15,000.

Q. Then those are net receipts?—A. Yes.

Q. Then the L.16,000 must be the net average?—A. Not quite; it is four or five hundred pounds under it.

Q. I think ten years has been your usual period of calculation. Do you mean that upon the average of ten years that is not the net proceeds?—A. I have taken the average from the year 1826 down to the present time. The average is L.15,400.

Q. Your other average is formed upon the last ten years, from 1832 downwards?—A. Yes, of expenses.

Q. Will you tell me what the average net receipts would be from 1832 downwards?—A. L.16,094.

By the Committee—Q. Will you strike the average of the last four years?—A. L.17,300.

Dean of Faculty—Q. Has not some part of the last four years been refunded?—A. Yes, about L.5000.

Mr Hope—Q. How much has been actually paid back?—A. L.3423 has been actually paid back.

By the Committee—Q. How much now is due?—A. About L.2000 is still due.

Mr Hope—Q. Were those illegal charges continued for four or five years?—A. For four full years and part of the fifth.

Q. Then, in the result you have now given, there is to be no deduction for bad debts?—A. That is actually received.

Q. The L.5385, which is not put upon the police rental, I understand you to say will not be affected by the bill?—A. No.

Q. Does any of that arise from estimated values?—A. No.

Q. Then do I understand that the sum of ten thousand and odd pounds includes everything upon estimated rental?—A. Within the bounds.

Q. Are there any estimated rental beyond the bounds?—A. Yes.

Q. Does that L.5385 include any part of the estimated rental beyond the bounds?—A. Yes.

Q. Will the estimated rental beyond the bounds be affected by this act?—A. It will to a small extent.

Q. To the same extent as within the bounds?—A. Yes; but it is a very small amount.

Q. Does not the amount of income necessarily depend very much upon the extent of the pipes laid to the different houses,—that is, upon your means of supplying customers?—A. Yes.

Q. Have not a very large number of pipes been laid down within the last ten years?—A. Within the last ten years there have been a great many.

Q. Your power of furnishing your customers ten years ago was very much smaller then it is now?—A. Our pipes laid were less.

Q. Then the number of your customers was smaller?—A. Yes.

Cross-Examined by Mr M'Neill—Q. As I understand you under the acts, you have made 10,120 shares disposable?—A. I never calculated the number of shares which are disposable.

Q. Under the first act there is L.135,000 to be divided into shares, and under the second act L.118,000, making, in the whole, L.253,000, and that, divided by twenty-five, gives 10,120?—A. Yes.

Q. How many of those are still undisposed of?—A. 2160.

Q. And which the Company may dispose of at the market rate of the day?—A. Yes.

Q. How much is that at par?—A. L.54,000.

Q. The Company have at present the means of raising that sum, supposing the shares realized that price at par, and as much more as may be got, provided they are at a premium?—A. Yes.

Q. In referring to those accounts, I observe that the Directors held 1200 shares of the Company's stock for a considerable length of time,—When were they disposed of?—A. I don't know.

Q. You keep a regular transfer book, do not you?—A. Yes.

Q. Are the whole of those 1200 disposed of?—A. They are.

Q. Will not the entries in your transfer book show when they were disposed of?—A. The 1200 shares is the stock which the City hold.

Q. If you look into the accounts you will find there is L.30,000 held by the Directors in addition to the L.30,000 held by the City; but the material point is this,—I want to know when, in point of fact, their shares were disposed of?—A. They were sold at different times. The City got the benefit of the transfer.

Q. The City would not get the benefit of what were held by the Directors?—A. The Directors did not hold them.

Q. At any rate, the accounts which are put in state the matter correctly as to the amount which was held by the Directors?—A. The Directors did not hold any stock at all, except for their own shares as private individuals.

Q. Did the Directors, in point of fact, hold 1200 shares?—A. Not as the Directors of the Company.

Q. Is the statement in these accounts a correct statement upon this subject?—A. Yes.

Q. You have given my learned friend the average market price of the stock for a considerable time. Is that from the year 1819 downwards, or is it from 1826 downwards?—A. I should think it is about that for the whole; it might have been a little more from

1836; but the average from the commencement is only 36.

Q. Did you strike the average yourself?—A. I have taken the highest and the lowest.

Q. What is the highest price entered in your transfer book?—A. On November the 18th, 1830, L.40.

Q. Has not it been as high as L.50?—A. Not that I am aware of.

Q. Have you looked particularly into the account? Has not it even been above L.50 since 1836?—A. I think not.

Q. But an examination of that book will give us the information?—A. We have not always taken the amount of money paid for the stock, for that we have nothing to do with.

Q. Does not the transfer set out on the face of it the amount paid?—A. It does.

Q. Do not you take the amount on the face of the transfer?—A. We have nothing to do with the amount on the face of the transfer.

Q. What have you to do with?—A. Merely the amount of stock,—L.25 a share.

Q. But, in point of fact, your books do take notice of the amount on the face of the transfer occasionally?—A. Merely for our own private information.

Q. In casting your eye over the books, cannot you find any instances of sales at L.50?—A. Yes; here is one at L.55, 5s.

Q. At what time was that?—A. The 31st August 1825.

Q. Was the selling price pretty high about that time generally?—A. Yes; that is the only one at that price. Here is one below it at L.45; then the next is L.42 and L.48.

Q. And there are no sales by the Company until the year 1842?—A. Not till 1842.

Q. They did not take advantage of the market so as to realize a large sum by the shares?—A. No.

Q. What was the highest price after the passing of the act of 1826: look after the month of May 1826?—A. L.35; between March and June, L.35 to L.32.

Q. Cast your eye rapidly over 1827 and 1828?—A. 1827, L.40.

Q. 1828?—A. L.35 and L.40. There is only one at L.40.

Q. During those years, I think it appears that the Company were going on borrowing money pretty largely: take 1827, for example?—A. Yes.

Q. At that time the Company stands indebted in the sum of how much?—A. L.37,000.

Q. I have laid my hand upon an account furnished down to May 1823, and I find in the stock account these entries:—"To private shares, L.75,000; to the City of Edinburgh, L.30,000; to the Directors of the Company, L.30,000." And I find it elsewhere stated in the accounts that those shares were held by the Directors. Are not you now satisfied that the Directors had L.30,000 stock, over and above that held by the City of Edinburgh?—A. The money was borrowed, but the stock belonged, I think, to the bank.

Q. Is not this a correct entry in the account?—A. Yes, it is perfectly correct.

Q. You see L.30,000 there in addition to stock held by the City of Edinburgh?—A. Yes.

Q. The next year the entry is the same,—“To the Directors of the Company L.30,000, and to the city of Edinburgh?”—A. Yes.

Q. Can you give any explanation of those entries?—A. No, I cannot.

Q. Then your previous answer was an incorrect one, that the Directors did not hold L.30,000 of stock at the time when the City of Edinburgh held L.30,000 stock also?—A. It was correct so far as that the Directors did not get the benefit of the dividends.

Q. Do your books enable you to tell what became of the premium upon the disposal of those 1200 shares entered to the Directors?

The *Dean of Faculty* stated that he intended to examine Mr Balfour, and that he would be able fully to explain these matters.

Q. Be good enough to look at your account for the year 1826. Your Parliamentary expenses are stated under two heads in that year. First of all, there is the expense of the act of Parliament, L.1942?—A. Yes.

Q. Then there is the expense of the opposition in Parliament. What opposition was that?—A. The opposition to the New Company.

Q. In the same account,—namely, of 1826,—I observe that the statement as to Listonshiels is not what you gave us before,—namely, L.364, but only L.157, 11s. 8d.?—A. Yes.

Q. That is a correct entry?—A. Yes.

Q. And that was applicable, you said, to engineering alone?—A. That was for measuring and surveying the springs.

Q. You stated that the sum you paid for Listonshiels was L.5599?—A. Yes.

Q. That is entered under the head of heritable property for that year?—A. Yes.

Q. That seems to be the only purchase of heritable property for that year?—A. Yes.

Q. And that applies, you say, exclusively to Listonshiels?—A. To the Listonshiels Springs and the ground.

Q. Now, let me call your attention to your judicial statement as to the price paid for Listonshiels, which I think is very different from the entry in your books. Are you aware that the Company were engaged in a law-suit with Mr Johnston of Bavelaw, relative to the springs in that quarter?—A. No.

Q. Were not you in the Company's service at the time the process was going on?—A. No; I merely made a statement as to what is paid,—not what is to be paid.

Q. Do your books show the sum to be paid for the estate of Colzium?—A. They will only show what is paid.

Q. And you do not know what the obligations of the Company are?—A. No.

Q. At any time, was any sum paid to the New Company?—A. No.

Q. And, so far as you know, no obligation entered into for the payment of any sum?—A. No.

Q. Now, look at the law expenses in the year 1837. You see the charges for that year, under the head of Law, are L.924, 19s.?—A. Yes.

Q. Will you have the goodness to tell us what those law expenses referred to. Was that the expense of the opposition in Parliament?—A. The greater part of it was. There might have been other items.

Q. The greater part of it related to the expenses of the opposition to the police bill in 1837?—A. I do not know to what bill it was in opposition.

Q. But it was in opposition to some bill then in Parliament?—A. It was.

Q. With respect to the arrears in looking to those accounts, I do not find any sum ever stated under the head of Arrears as irrecoverable?—A. No.

Q. Then the sums which you place on the credit side of the account are the sums actually received, not the sums which were due but were not received?—A. The sums actually received.

Q. Is not there a provision in your bonds that the rate of interest to be charged against you is to be the same rate which is got by the Writers to the Signet in the management of their bonds?—A. Not that I know.

Q. Have you not seen those bonds?—A. No.

Q. Can you specify what are the properties purchased in the neighbourhood of the Listonshiels, and between the Listonshiels and Crawley Springs? Is it the right to go along the track between Listonshiels and Crawley?—A. No; that does not come under my province.

Examined by the Dean of Faculty.—Q. Five per cent. on L.184,000 is how much?—A. L.9200.

Q. Four per cent. on that sum, how much?—A. L.7360.

Q. So that the revenue might fluctuate above or below those sums, the dividends would be greater or less?—A. Yes.

Q. Taking the capital at L.184,000, and the debt at L.118,000, and supposing the revenue, when the works are finished, to be L.16,000, what would that yield per cent. after deducting the annual expenses?—A. Rather less than four per cent.

Q. And taking the debt at L.72,000, it is not quite five per cent.?—A. No.

Q. The books show all the payments to Mr Jardine?—A. Yes.

Q. L.500 a year when the works began, and occasional payments for surveys?—A. Yes.

Q. And the salary at one time was L.300, and afterwards L.200 a year?—A. I am not aware of L.300.

Q. You can give us a statement of everything that Mr Jardine has had, from the time that this work began up to the present day: Can you make that out and deliver it in to-morrow?—A. Yes.

Examined by the Committee.—Q. The dividend fell in 1826 from six per cent. to three and a half. How was that?—A. That was from too high a dividend paid the first two years.

Q. Six and a half per cent. is the maximum by the act?—A. Yes.

Q. You paid excessively during the first years, and you were obliged to make up for it in 1826?—A. Yes.

The *Chairman* stated, that in consequence of a communication from the Ordnance, the Committee wish to understand whether the proposed addition to the rate would affect existing contracts.

The *Dean of Faculty* stated that he apprehended that existing contracts would not be affected by the present bill; but that, if there was any doubt about that, there would be no objection to insert a clause to make it quite clear.

The *Dean of Faculty* further stated, that there was an existing agreement with the Ordnance, with which it was not at all intended to interfere.

The Agent for the bill stated that he was ready to insert any clause that would be satisfactory to the Ordnance.

Mr Daniel M'Kean was called in and examined by the *Dean of Faculty*, as follows:—

Q. Are you engineer to the Glasgow Water Company?—A. I am.

Q. How long have you held that situation?—A. I have held it since the Glasgow and Cranstoun Hill Water Companies were joined in 1828, and, previously to that, I had been secretary to the Cranstoun Hill Water Company about nine years.

Q. Of course you have good reason to know the supply of water to the city of Glasgow, and the proportion it bears to the population?—A. I have.

Q. There is only one Company in Glasgow now, they are united?—A. They are.

Q. What is the nature of the supply furnished to Glasgow?—A. Nearly 8,000,000 gallons a day.

Q. How many cubic feet?—A. There is nearly 1,200,000 cubic feet.

Q. What is the present population of Glasgow?—A. About 300,000; the last census gives about 280,000.

Q. What is the number of families supplied with water in Glasgow?—A. About 52,000.

Q. How many manufactories, or public works, as they are called?—A. Nearly 300; that is, nearly 300 paying sums exceeding L.5. There are a great number under that.

Q. Besides water for police purposes?—A. Yes.

Q. What is the proportion of the supply for each individual?—A. If you divide the whole quantity sent in by the number of inhabitants, it comes to about 141 gallons to each family, but that includes the supply to a number of factories.

Q. How much is that to each individual of the population?—A. If you take a family averaging five in number, it is nearly thirty gallons.

Q. But taking the water available for domestic purposes alone, exclusive of the water supplied to public works, at what is that per individual?—A. I cannot precisely state that, owing to the way in which we supply factories and other purposes; but as near as I can make an estimate, it will amount to about 120 gallons to each family,—about twenty-five gallons a day to each individual.

By the Committee.—Q. Do you take any account of those that go to the public wells?—A. There are scarcely any; probably not 100 altogether.

Q. The supply is sufficient, is it?—A. Quite ample.

Q. Has the consumption of water greatly increased for some years past in Glasgow?—A. For many years past it has been greatly increasing.

Q. To what do you attribute that?—A. The quantity of water has been quite unrestricted to the inhabitants, and they have gradually introduced into their houses many conveniences.

Q. They have improved in their habits?—A. They have.

Q. What do you think would be the proper calculation of the quantity for each individual as a sufficient supply?—A. I may state, that in looking into the past history of the Glasgow Water Company, while they existed as a sole company, when they had the smallest quantity of factories, and the Cranstoun Hill Company supplied the greater number of them, at that time there were very great complaints of a deficiency of supply,—the average to each family was about eighty-three gallons.

Q. Were there great complaints then?—A. There were.

Q. And now the average is 120 for each family?—A. Yes.

By the Committee—Q. Does that exclude the quantity used by manufactories?—A. About that time there were two Companies in existence; one Company supplied almost all the factories, and their whole income was from the factories. The other Company supplied some of the factories, but they had almost the whole of the population; and it is of the latter I speak.

Dean of Faculty—Q. Is it spring water or filtered water?—A. Filtered water.

Q. From the Clyde?—A. From the Clyde and from lateral springs.

Q. Both the Cranstoun Hill works and the other?—A. Yes.

Q. Both works are kept up, I believe?—A. Yes.

Q. What is the rate at which the assessment is levied?—A. We levy on the house rent six and a-half per cent. on nine-tenths of the rent.

Q. Is that on all houses above L.4?—A. On all houses above L.4.

Q. What is the minimum rate charged?—A. 5s.

By the Committee—Q. What is that in the pound?—A. About 1s. 3d.

Dean of Faculty—Q. Are you acquainted, in the course of your official avocations, with the rates for water duties exacted in many of the principal towns in this country?—A. I have made inquiries at the water works of several as to the rates.

Q. Can you give us some of those? Take Liverpool, for instance.—A. The Liverpool water rate on houses at L.8 and under that rate, is five per cent.; from L.8 to L.20, six per cent.; from L.30 to L.40, five and a-half per cent.; from L.40 to L.60, five per cent.; and above L.60, four and a-half per cent.

Q. Can you give us Manchester?—A. The Manchester and Salford waterworks, L.14 and under, 14s.

Q. All houses up to L.14 pay 14s.—A. Yes.

Q. A L.5 house pays 14s.?—A. According to the act; but I understand that, in practice, the lowest charge is 12s. each house. They abate 2s. where the landlord guarantees, making the lowest receipt 10s.

By the Committee—Q. Do you mean to say that a house of L.5 pays 12s. or 10s.?—A. So I understand.

Q. So that a house of L.2 a-year pays 12s. or 10s.?—A. Yes.

Dean of Faculty—Q. Houses of L.15,—What do they pay?—A. L.15, L.16, 6s., and so on up to L.19, 19s., L.20, and L.21, pay L.1; L.22 and L.23, L.1, 1s.; L.23, and L.24, pay L.1, 2s.; my notes do not go further than that.

By the Committee—Q. Is there only one Company in Manchester?—A. Only one.

Q. Do you know whether the Company undertake to lay down the pipes themselves?—A. Yes; I have this note, "as the lead pipes are laid by the Company, they make an additional charge of 2s. for the use of the pipe."

Dean of Faculty—Q. Are these charged on the actual rent?—A. That is my understanding.

By the Committee—Q. Are there any public wells in Manchester for the poor classes?—A. I am not aware; the practice in Manchester used to be, to put up common cocks in the courts, so that there was one pipe put in, and all the occupiers of the houses in the court has access to that, upon the landlord guaranteeing the water rate.

Q. Does the landlord guarantee 10s. for that cock, or so much for each house?—A. He gives 10s. for each family using it.

Q. How long ago did you make those inquiries?—A. In 1831.

Dean of Faculty—Q. Are there any public wells in Glasgow?—A. There are wells that had been the sources of supply prior to the establishment of the Water Company, and which are in existence yet.

Q. Are they supplied by the Water Company?—A. No.

Q. Where are they supplied from?—A. Land water.

By the Committee—Q. There are no wells supplied by the Company?—A. There are no free wells supplied by the Company, none but what we charge for.

Q. You charge the same rate for the use of the wells, as you do for private services?—A. Yes; according to the house rent.

Dean of Faculty—Q. Can you state what is paid at Birmingham?—A. The tenements and courts farmed by landlords for a term of years, for two rooms pay 9s. per annum; three rooms, 11s.

By the Committee—Q. Is that without reference to the rent of the rooms?—A. Yes; at Birmingham.

Q. Can you give us any notion what the rent of a two roomed house would be?—A. I suppose about L.5, reckoning the same rate as at Glasgow; a three roomed house 11s. If a front tenement, and farmed, a three room house is 12s. Those rates are under the condition that they shall be farmed by the landlord. A four roomed house, 15s. For houses the rent not exceeding L.15 per annum, L.1. Above L.15, and not exceeding L.20, L.1, 8s.; from L.20 to L.25, L.1, 12s. 6d.; from L.25 to L.30, L.1, 15s.; from L.30 to L.35, L.1, 17s. 6d.; from L.35 to L.40, L.2; from L.40 to L.41, L.2, 1s.; from L.41 to L.42, L.2, 2s., and so on, at the rate of 1s. in the pound on all above.

Dean of Faculty—Q. Is there a separate charge for water-closets?—A. Yes; there is L.1, 10s.

By the Committee—Q. For each water-closet?—A. Yes.

Q. Those places are all great manufacturing towns. Do you conceive that the demand for water for the purposes of manufacturers, has raised the water rate above what it would otherwise have been, materially at those places?—A. In Manchester, there is comparatively little water used for the manufacturers,—they are chiefly supplied by the canals; and, with respect to Birmingham, my impression is, that my note was taken about 1836, at which time the water works had been recently established,—and they had no time to get into full employment with the manufacturers.

Dean of Faculty—Q. Are you acquainted with a number of other towns?—A. Yes.

Q. Would you consider 1s. upon four-fifths of the rental to be a low or a high rate?—A. I should think not a high rate at all.

Q. Is it below the average?—A. My impression is, that it is below the average.

By the Committee—Q. Do you know whether the Companies you have alluded to levy their rates by act of Parliament?—A. Yes.

Q. Is it consistent with your knowledge that the lower classes are supplied by those Companies, or from any other source?—A. In Manchester, I believe they are very generally. In Birmingham, the water works have not got into full operation.

Q. Are there not other sources of water in Birmingham?—A. There had been before the establishment of the water works, and they are still in use.

Dean of Faculty—Q. Do you think that about sixteen gallons a-day for each individual is a sufficient supply?—A. There must be such a quantity sent in as shall compensate for the waste of washing out the pipes, and to provide that it will be necessary to send in about sixteen gallons a-day for each person.

Q. You mean sixteen gallons of actual supply for each person who takes water?—A. Yes.

By the Committee—Q. You have mentioned the prices in England,—Can you mention any in any Scotland,—can you state the prices in Perth and Aberdeen?—A. Perth and Aberdeen are exceptions. In those places they levy them by a Board of Commissioners. It is public property. They have the power of assessing houses, shops, and warehouses, and every species of property for water.

Q. Can you state the prices at which the water is served to the community?—A. I have no notes of it, but if I recollect right, I think there is a sixpenny rate in Aberdeen, and they have the power of assessment over all the houses, and warehouses, and timber yards,—it is a general assessment over the town like the police, independently of the use of the water altogether.

Q. Are you aware whether there is any profit made by it in Aberdeen and Perth, over and above what is necessary for the keeping up the supply of water?—A. No.

Q. There is no profit goes into the public purse of the town?—A. No.

Dean of Faculty—Q. Can you mention any other towns in Scotland?—A. There is Paisley, which has been supplied within a few years,—I think the lowest rate authorised by the act is 12s.

Q. I suppose an increased supply has always increased the demand?—A. Invariably.

Q. You said that the Glasgow Water Company levied upon nine-tenths of the actual rent?—A. Yes.

Q. Not according to the police assessment?—A. No.

Q. Have you ever been upon the ground of the Pentland Hills, where the supply from Edinburgh is brought from?—A. When I was young I used to go about the ground.

Q. Were you there lately?—A. Not at Crawley.

Q. Were you at the other springs lately?—A. I went over the grounds of Colzium and Harperrig with Mr Jardine.

Q. Do you know the part where the Harperrig Reservoir is proposed to be?—A. I do.

Q. Do you think the collection of the water in the Harperrig Reservoir, for a compensation for the millers, and then the discharge of it as they require it would do any good to the water?—A. I think it would tend to cause a subsidence of any earthy matter brought down during the heavy rains, and of any sediment.

Q. Do you think it would be purer or worse than it is in the spring?—A. On the average it would be purer.

Q. Then of course it would do no damage to the paper works, or anything of that kind upon the stream?—A. I think not. I think it would improve the appearance of the water for the purposes of paper-mills.

Q. You have had considerable experience in investigations connected with the paper-mills?—A. I have had some.

Q. You have had some experience on the Cochno Burn?—A. Yes.

Q. Do you think the collection of this water in the reservoir, and then discharging it for the use of the millers, would have any effect upon the scouring of the Water of Leith?—A. The bed of the river of the Water of Leith, immediately below the town of Edinburgh, I have frequently seen it in summer filled with sewers' water, and very offensive in appearance. Now, if the water were discharged from the reservoir into the regular stream, which could be done, it would tend to keep it washed out.

Q. You think it would improve the scouring of the stream?—A. I think so: it would keep always a current of water going down the river.

Q. By regulating the supply for the mills, and of course the mills discharging the water as it was used, there would be more water in the channel of the river to keep up a steady and adequate scouring than there is at present?—A. There would.

Q. Do you know where the fountain-head at Torphin Hill is to be?—A. No.

Q. Assuming that it is to be 200 feet higher than the level at Crawley, would that be a great advantage?—A. The height would be of advantage in sending water into the town.

Q. You could more conveniently supply the higher parts of the town?—A. You could.

Q. Do you supply Glasgow with water for washing the closes and narrow places?—A. Yes, whenever applied for by the police.

Q. As a preventative to fever?—A. Yes.

Cross-examined by Mr Maconochie—Q. When you were upon the ground at Harperrig, did you observe what the general nature of the soil was?—A. At that part where the reservoir is to be put I found it was clay.

Q. Did you see any peat-moss in that quarter?—A. I saw moss in the upper part.

Q. Does any of the water which is to come into the reservoir come from that moss?—A. It does.

Q. Am I to understand it to be your opinion that by collecting a mass of water in a reservoir, the effect of the colouring matter of the peat-moss will be cured?—A. I find that in many cases where there is any quantity of clay mixed with moss-water that it precipitates.

Q. Do you find, that by collecting moss-water in a mass in a reservoir, the colour is cured?—A. If you collect moss-water alone I am not aware that it does, unless you trust to the chance which always occurs of rain bringing clay and silt with it.

Q. Supposing you were to mix clay with it on purpose, do you mean that when the clay subsides it will cure the colour of the water?—A. It does.

Q. That you state distinctly?—A. That I have proved frequently.

Q. What opportunity have you had of becoming acquainted with the manufacture of paper?—A. I was engaged in that very case which the Dean of Faculty alluded to about some paper-mills near Glasgow; and I have also been since applied to by a party on the Carron, who had complained of the muddy colour of the water, as interfering with the paper; and I made some suggestions to him, which I have learnt, since they have been carried into effect, have been beneficial.

Q. Have they been entirely successful, do you understand?—A. I understand so.

Q. In curing the colour?—A. To the extent that I told him, I could do it; it will not remove it entirely.

Q. Your suggestions have not had the effect of curing the colour entirely?—A. I did not expect that it would be cured entirely.

Q. It cannot be cured entirely?—A. If you were to mix a little lime with it, that would do it entirely. I have done it often.

Q. Will not that affect the texture of the paper?—A. If you only put as much lime in as is sufficient to precipitate the colour, the residue will be pure. But it requires much more management to make a perfect cure, than you can reasonably expect in carrying it on, on a large scale.

Q. Then you do not think it could be done effectually upon a large scale, except at great expense?—A. It will be done by the natural sequence of floods bringing clay from a clay soil. A good part of the drainage into that reservoir is clay, and that will, in heavy rains, have the effect of precipitating it to a great extent.

Q. But not altogether?—A. I think not altogether.

Cross-examined by Mr Hope—Q. You say you were in Edinburgh when you were young. I need not be afraid of asking you when that was?—A. I was educated in Edinburgh. I began my education about 1809, and remained there till 1814.

Q. And on Saturday afternoon you went out to the Crawley Springs?—A. Before the dam was made, I used to go fishing there; I have been to the dam since it was made, but not professionally.

Q. In the year 1831, when you made these further examinations, you did it professionally?—A. I was not in Edinburgh then.

Q. Did you include any other Scotch towns in your inquiries?—A. No.

Q. Did you think that you would get a better notion what the rates ought to be by going to English towns, than by going to Scotch towns?—A. My mission to England was to make a general inspection of all the water works in England, and to see the practice and the mode of arrangements.

Q. Why did you omit the Scotch ones?—A. Edinburgh was the only one there was.

Q. Are there any Scotch ones besides Paisley in your own immediate neighbourhood as this moment?—A. Yes; Greenock.

A. What is the rate in Greenock at this moment?

—A. I cannot say; in Greenock it belongs to the town.

Q. You do not know what changes have taken place in Liverpool, Manchester, and Birmingham since 1831?—A. I believe they are in the same state as they were in at that time. I was at Birmingham in 1836, and about 1831 at Liverpool.

Q. Does not the expense of supplying water depend a great deal upon the nature of the surrounding country,—whether it is flat, or whether the water has a natural flow downwards?—A. The dearth or cheapness of the mode of supply depends very much upon the locality.

Q. Are not your works situated on very low level at Glasgow?—A. They are on a level with the Clyde. We convey our water by machinery.

Q. What is the utmost height to which you have to propel it?—A. We raise it to the height of about 210 feet, and we deliver it about 180 feet.

Q. Is your machinery for that purpose a very considerable item of expense?—A. The coals for working our engines cost us upwards of L.3000 a-year.

Q. That forms a deduction from the profits of the Company?—A. Yes.

Q. Can you tell me the highest premium at which your shares have ever been?—A. While the Glasgow Water Company was alone then, L.50 shares at one time sold for L.120.

Q. Since the union of the two, what have they been at?—A. They are selling just now at L.60.

Q. What has the dividend been?—A. L.2, 6s. a share the last two or three years.

Q. What are you entitled to divide under the act?—A. Seven per cent.

Q. How much is it that you actually divide?—A. We can divide (and I hope it will get to it some day) L.3s, 10s. a share.

Q. But, as a matter of fact, you have not divided much above five per cent.?—A. About five and a-half.

Q. If you should ever reach seven per cent., there is a proviso for reducing the rates?—A. There is.

Q. By means of the engines you speak of, you draw your water chiefly from the Clyde?—A. We take a great portion from the Clyde and filter it.

Q. Is the filtering process an expensive one?—A. Not very.

Q. Are the reservoirs and other things necessary large?—A. The filter occupies about four or five acres of ground at one station, and two or three acres at another.

Q. Can you give me any idea of the outlay of capital in making the filtering works?—A. As far as I recollect, the outlay of the Glasgow Water Works Company was about L.7000 or L.8000: the outlay at the Cranstoun Hill would afford no criterion, because they were very unfortunate in many of their experiments.

Q. When that Company joined with yours, you took all their liabilities upon you?—A. Yes.

Q. So that you have had the heavy consequences of their misfortunes to bear?—A. Yes; but the proportion they bear to the joint stock is very small.

Q. What was the original sum you were entitled to borrow for the works?—A. Each of the Companies L.50,000. They have now got L.100,000 conjoint borrowed capital.

Q. You have never had the full amount of capital since the Companies were joined?—A. The acts of the Cranstoun Hill Company were repealed, and the joint Company got power to borrow L.100,000.

Q. And the amount of the present capital, besides the power of borrowing, is about L.270,000?—A. The whole capital is about L.423,648.

Q. You do not use cisterns much in Glasgow, do you?—A. Not in the houses erected prior to the passing of the act. The very poorest classes are supplied by wells,—common stand pipes in the street.

Q. Are those wells constantly supplied?—A. Yes.

Q. There is an abundant supply sent to them?—A. Yes.

Q. There is no large amount of the expense thrown upon the inhabitants for providing cisterns, is there?—Yes; all the new houses are getting cisterns, and a great number of the houses erected prior to the passing of the act have got cisterns, because they find considerable advantage in it.

Q. Can you state about what proportion of the ratepayers have no burden for providing cisterns?—A. I should think there are very nearly 40,000.

Q. What proportion is that of the total number of ratepayers?—A. About four-fifths.

Q. In other towns of which you have been speaking, is the expense of providing cisterns thrown upon

the consumers?—A. Always. Glasgow is the only town where cisterns are not required.

Q. That in small houses would constitute an inconvenient expense?—A. In some cases it would.

By the Committee—Q. What is your gross revenue?—A. L.38,452 last year.

Cross-examined by Mr McNeill—Q. How much has your total expenditure?—A. L.423,648.

Q. You are not entitled to divide upon that?—A. We divide upon the number of shares that are sold.

Q. Are not you restricted by your act to divide upon the sum which had been named as the capital?—A. We have not exhausted all our capital.

Q. What is your capital declared by the act?—A. The present state of it is L.303,750.

Q. You are entitled to divide upon that L.300,000?—A. Yes; we have sold 6075 shares at L.50.

Q. Are you not aware that the capital is declared to be L.267,550; that is declared to form the capital stock of the Company?—A. That is at the date of the passing of the act; but since then we have sold a number of shares.

Q. Are you entitled to derive any benefit from the sale of those shares?—A. No.

Q. Therefore the sum on which the dividend is to be paid, which is to be profit to the shareholders, is only L.267,000, although the works have cost upwards of L.400,000?—A. When we sell shares, whatever sum the shares bring above L.50, on that there is no dividend payable.

Q. That goes in diminution of your debt?—A. Yes.

Q. You are obliged to raise this water to the height you mention?—A. We are obliged to raise it by three or four different lifts.

Q. You are obliged to go to 180 feet above the level of the Clyde?—A. We are not under an obligation to go above 160.

Q. Though you are not bound to do so, you do go much higher?—A. Yes.

Q. You are obliged to give a supply in the larger portion of the town from six in the morning till ten at night?—A. Yes.

Q. And to give not less than eighty gallons a-day to houses in the larger portion of the town?—A. Yes.

Q. Have the rates been raised since the coalition of the two Companies?—A. No; they are the same.

Q. In your inquiries in Manchester and other places, did you satisfy yourself as to the extent of the supply to the inhabitants?—A. Generally I did; and I found that, taking the average of London, if you include the western parts of the town, their general average is about a hogshead a-day. About eighty-four gallons a-day, I reckon, is the average supply for a family of five.

Q. You satisfied yourself of that?—A. That is the general impression I have.

Q. Did you make any inquiry as to the cost of the works in those places?—A. No.

Q. You had no means of satisfying yourself as to the probable circumstances of each of those Companies?—A. No.

Re-examined by the Dean of Faculty—Q. I believe the paper-makers in general have filters of their own?—A. In general they have.

Mr Hope stated, with reference to the questions which he had put as to the amount received by Mr Jardine from the Company, that they had been put without the least intention of casting any kind of reflection upon Mr Jardine, and that he was in-

structed to waive any further information upon that subject.

Adjourned till to-morrow at twelve o'clock.

Jovis, 6 die Aprilis 1843.

Mr James Balfour was called in and re-examined by the Dean of Faculty, as follows:—

Q. You are a writer to the signet in Edinburgh?—A. I am.

Q. Were you an original subscriber to the Edinburgh Water Company?—A. I was.

Q. The original subscribers were only entitled to hold twelve shares of stock each?—A. Yes.

Q. At L.25 per share?—A. Yes.

Q. Were you a director for some time?—A. I was.

Q. And you have been clerk, or secretary, to the Company for several years past?—A. Since August 1838.

Q. Is it part of your duty to attend the meetings of the Directors?—A. It is.

Q. And of the Company?—A. And of the Company.

Q. And to prepare the minutes?—A. Yes, I do.

Q. Do you also conduct the correspondence under the instructions of the Directors?—A. I do.

Q. And you act as law agent when required?—A. Yes.

Q. The original works, I believe, had commenced before the whole of that stock was subscribed?—A. Yes.

Q. Were there difficulties felt in the conduct of the operations?—A. Very great, and serious.

Q. Very considerable hazard in the undertakings?—A. Very great hazard: it was at one time thought it would be impossible to carry through the works.

Q. Were the Company in need of funds?—A. They have,—in consequence of those difficulties and the additional expense attending them.

Q. Beyond what has been contemplated?—A. Yes.

Q. Did certain gentlemen, Directors of the Company, and some, I believe, shareholders, come forward and make an advance?—A. They did: the difficulties and risks were so great that it was found impossible to sell all the stock of the Company,—the public would not purchase it. There were 1200 shares of the stock remaining unsold, and several of the Directors came forward and raised the money necessary to purchase that stock, and advanced it to the Company, taking the stock as security.

Q. What was the advance so made?—A. I do not recollect the precise sum, but it was the value of 1200 shares of stock, at L.25 per share.

By the Committee—Q. At what time was that?—A. It was about two years after the works had commenced.

Dean of Faculty—Q. Was it about 1822?—A. It was about 1822.

Q. Was there a report by the Directors to a general meeting of the Company upon this matter?—A. There was.

Q. And it was quite publicly known that this advance was agreed to be made?—A. Quite. I think it was upon the 19th of December 1822 that the Directors made the report to a general meeting of the Company. It was stated by the Directors at that general meeting, that the Directors thought it prudent to subscribe for 1200 shares of stock, and borrow L.30,000 (that was the L.30,000 they were permitted to borrow), in the hope that the work would be completed without any greater call of money from the

stockholders than L.75,000. That was the amount of stock that had been subscribed, or purchased up, by other parties.

Mr Spottiswoode suggested that the witness should read the minutes from the minute-book.

Dean of Faculty stated that the minute-book should be considered to be in evidence.

Dean of Faculty—Q. Have you taken that from the minute-book?—A. I extracted it from the minutes yesterday.

Q. All that appears on the face of the books?—A. It does.

Q. After the works were carried out, and the risk of failure was at end, what was done with those 1200 shares?—A. Those Directors who had come forward and advanced money upon the 1200 shares, stated to the subscribers that they had not done so from any wish to keep the stock themselves, but that it was for the good of the Company; and they stated that they were quite willing to make over to the other subscribers the whole of that stock after they had run the risk themselves, if they choose to take it at L.25 per share.

Q. And it was so made over, according to the rate of L.25 per share, without any profit on the part of those Directors?—A. It was.

Q. And that advance had been made in order to enable the Company to carry on the works, without which the affair must have terminated?—A. I suppose so. Every person who was an original subscriber of twelve shares, got of this new stock four shares and four-fifths.

By the Committee—Q. What was the market price of the shares at that time?—A. I think they were unsaleable.

Q. At the last time as well as the former?—A. I think so. I think it must have been about the year 1823.

Dean of Faculty—Q. Can you mention some of those Directors?—A. Sir James Gibson-Craig, the late Sir John Baron Clarke Rattray, Sir William Arbuthnot, Dr Hope, and others.

Q. It was given, you state, to all the shareholders in proportion to the amount of stock they then held?—A. To all that chose to take it.

By the Committee—Q. Did they all take it?—A. I could not say that; I took it myself, and I know a number of others did.

Dean of Faculty—Q. Did the Directors at any time hold any stock for the Company?—A. Never that I am aware of.

Q. With respect to the Black Springs, from whom were they purchased?—A. The Black Springs there are a number of, but the three which are marked in the plan A B and C were purchased from the late Mr Ferguson of Raith, the supposed proprietor of the whole of them.

Q. When was that?—A. In March 1820.

Q. With any quantity of ground?—A. Two acres of ground around them for collecting the waters.

Q. At what price?—A. L.400.

Q. Was one of those springs the springs afterwards claimed by Mr Johnson?—A. It was.

Q. That is the spring called the Rumbling Well?

—A. It is called the Rumbling Well, the largest of the whole springs.

Q. That is Spring A upon the plan?—A. It is.

Q. He brought an action in the Court of Session, challenging Mr Ferguson's right to half of that spring?—A. He brought an action of reduction in

the Court of Session, challenging Mr Ferguson's right, and the Company's right derived from Mr Ferguson.

Q. Did he succeed in that action?—A. He did; he obtained a decree on the 26th of November 1835.

Q. Have you that decree?—A. I have that decree.

Q. And you are willing to put it in if required?—A. Yes.

Q. So that the Company have no right now to that part of the spring?—A. Not to half of that spring.

By the Committee—Q. Half of Spring A?—A. Yes.

Q. Can you state the discharge of that spring?—A. The average discharge of Spring A in 1815, 1816, and 1817, was about fifteen cubic feet and a half per minute.

Dean of Faculty—Q. That is one of which you lost the half?—A. Yes.

By the Committee—Q. The whole amount you expect to get from the Black Springs is fifteen feet?—A. Of the whole of the three springs at that time, the average discharge was about twenty-two cubic feet. A Spring was fifteen and a half, B and C were each six feet and about a half,—that makes in all twenty-two feet at that time.

Q. The spring that you lost yielded fifteen cubic feet, but you had a right to half of that; so that in reality what you lost was seven and a half feet?—A. Yes.

Dean of Faculty—Q. After the Company had introduced the water under the first act of 1819, were there many applications made for an additional supply?—A. Yes; a great many.

Q. When?—A. After 1819 they gradually came on.

Q. From time to time?—A. Yes, as it was brought in: it was not brought in for about three years after.

Q. Prior to the act of 1826?—A. Yes.

Q. Did they purchase Listonshiels Springs?—A. The Company purchased Listonshiels Springs.

Q. At what time did they purchase Listonshiels Springs?—A. They purchased Listonshiels Springs in July 1826.

Q. After the act of Parliament had passed?—A. After the act of Parliament had passed in May 1826.

Q. There had been another Company projected at that time?—A. Yes.

Q. And your bill was opposed in Parliament, I believe?—A. It was not opposed in Parliament,—an arrangement took place before it got any length.

Q. What was paid for the Listonshiels Springs by the Company?—A. There was paid the sum of L.5599, 9s. for the springs and ground, and also for the plans and surveys which had been made by the other Company.

Q. Now, with respect to the Bavelaw Springs, when was the appreciation made for the purchase of them to Mr Johnson?—A. In the spring of 1833 we were entitled to take these springs within seven years after the date of our act of Parliament in 1826, and we made an application to Mr Johnson for them in the end of the spring 1833.

Q. Did you make an offer for them?—A. We did.

Q. Did Mr Johnson accept or decline the offer?—A. He declined the offer. We offered, I think, L.750 for the springs, and five acres of ground to collect the waters.

Q. Was an application then made to the Sheriff to take them under the compulsory powers of the act by a jury?—A. There was.

Q. Did a jury fix the amount?—A. They did.

Q. What was the sum?—A. The whole sum was L.950. I think they gave L.800 for the value of the springs, and L.150 is the value of the land.

Q. How much land?—A. Five acres.

Q. Has that money been paid, or is the transaction settled yet?—A. The money is not paid,—the transaction is not settled,—but the money has been consigned in the Royal Bank of Scotland, with interest.

Q. There is some dispute with Mr Johnson as to the term of the disposition?—A. There is; it is not adjusted yet.

Committee—Q. Then the springs were never acquired by the Company?—A. Yes, they were acquired. The time for preparing the pleadings was rather short, and Mr Johnson applied to have the time prolonged for giving in the pleadings, and we declined doing that, because we were afraid that if we allowed the time allowed by the act to expire, it might affect our rights, and therefore we stipulated that he should grant us an obligation to give us a disposition.

Dean of Faculty—Q. The trial by jury took place in 1833?—A. I think it took place in August 1833.

Q. Now, with respect to the Bavelaw Reservoir, what power, under the act, have the Company to take land?—A. Under the act of 1826 they had power to take land for the compensation reservoir to the extent of 180 acres.

Q. To form a reservoir for compensation for the water which you were to take?—A. For the water which we were to take from Listonshiels Springs, Bavelaw Springs, and the Black Springs.

By the Committee—Q. How much land is included in the Listonshiels purchase?—A. Five acres.

Dean of Faculty—Q. What is the quantity of ground necessary to be taken for the contemplated reservoir at Bavelaw?—A. According to the present bill, it is 280 acres.

Q. One hundred acres more than you have the power to take under the existing statute at that place?—A. Yes.

Q. Now, with respect to Colzium and Cairns, that estate belonged to the trustees of Mr Downey of Appin?—A. It did.

Q. What is the extent of the estate?—A. Several thousand acres.

Q. Are you aware that Mr Learmonth bought that estate?—A. I am.

Q. What did he pay for it?—A. L.12,000.

Q. Did Mr Learmonth sell to the Company the springs, and the part of the ground necessary for the works?—A. He did. He sold the springs, with 200 acres of ground, for the purpose of forming a compensation reservoir.

Q. Does Mr Learmonth hold the rest of the estate?—A. He does.

Q. Is he under any obligation to make over the remainder of the estate, in the event of its being sold?—A. He is under an obligation to account to the Company for the price of that estate.

Q. Then, in truth, it was a trust-purchase in substance?—A. This was a subsequent arrangement; it was not a trust at first, it was the property of Mr Learmonth.

Q. Then Mr Learmonth makes no profit by this?—A. He makes no profit by it.

Q. Do you know the price of the estate?—A. Mr Learmonth purchased the estate for L.12,000; he sold the part I have mentioned, the springs, to the Company for a certain sum.

Mr Talbot—Q. How much?—A. The sum, I think, is L.5000 for 200 acres and the springs; then, if Mr Learmonth should sell the remainder of the property, and get L.10,000 for it, the Company would only pay him L.2000 for the land and springs. *

By the Committee—Q. Does he hold as trustee for the Company?—A. Not as trustee. He holds it himself; and he gave a back letter stating that he would account to the Company for the price.

Q. Suppose he sold the rest of it for L.14,000, who gets the L.2000 profit?—A. The Company.

Q. Under what clause of the act of Parliament are the Company entitled to acquire and to hold property by themselves or trustees?—A. They conceive that they are entitled to acquire the property for the purposes of this act.

Q. What is the clause in the act that would authorise them to hold the property through trustees? Is that transaction covered by any clause in the act?—Q. A. No, it is not.

Dean of Faculty—Q. I suppose Mr Downey's trustees would not sell to the Company, but sold to Mr Learmonth as an individual?—A. I am not aware whether they would or would not.

Q. But, in point of fact, they sold to Mr Learmonth?—A. In point of fact they sold to Mr Learmonth.

Q. Now, with respect to the Harperrig Springs, those have been acquired from Lord Morton?—A. They have.

Q. With any quantity of land?—A. There were six acres around the springs, for the purpose of collecting the water of the springs, and making conduits; they also acquire ground from Lord Morton, partly in the Harperrig grounds, and partly upon his adjoining lands of Auchnoon, for the purpose of forming part of the compensation reservoir, and adjoining Colzium, they require more land to make their reservoir.

By the Committee—Q. To what extent?—A. It was not quite ascertained how much we required. We were to make arrangements with the millers on the Water of Leith. We did not know how much water they would require. The bargain was to this effect, that we were to take a quantity of ground, not less than 75 acres, and not to exceed 150 acres.

Dean of Faculty—Q. At a particular price?—A. Yes.

Mr Talbot—Q. What was the price?—A. His lordship wished not to take a price, but rather to take an annual feu-duty. The feu-duty to be paid was this: If the Company should take 104 acres or less, the feu-duty was to be at the rate of L.5 per acre; if they took more than 104 acres,—suppose 105 or 110,—they were only to pay a feu-duty of L.4, 10s. per acre.

* "THE COLZIUM PURCHASE.—A correspondent directs our attention to this transaction in connection with water affairs. The extent of land purchased is about 2320 imperial acres; and the price was L.12,000, or about L.5 per acre. Mr Learmonth, it appears, sold to the Water Company 200 acres, and the springs in the lands (exclusive, of course, of those belonging to the Earl of Morton, Dr Laird, and Mr Young of Crosswoodburn) for L.5000, or at the rate of L.21, 12s. per acre! Verily, he has, apparently, made a good investment. According to Mr Jardine's estimate, it was understood that the whole springs and lands were worth to the Company L.860! To draw inferences from such facts is quite unnecessary."—(*Edinburgh Observer*, April 18, 1843.)

Q. Was it redeemable?—A. I think part of it was redeemable.

Q. Upon how many years' purchase?—A. Twenty-four years' purchase.

By the Committee—Q. Was this an absolute bargain, or a contingent bargain upon the passing of this act?—A. It was a bargain taken under the present act.

Dean of Faculty—Q. Contingent upon the passing of this act?—A. Not contingent upon the passing of this act; but his lordship had a little difficulty with regard to the feuing powers under the act, and we intend to introduce a clause into this act authorising feus.

Q. Supposing this does not pass, are you under any obligation?—A. Yes; we are under a particular obligation to take the ground.

Q. Can you state what the clause of the act is which authorises that transaction with Lord Morton?

—A. I do not think there is any clause in the act authorising that.

Dean of Faculty—Q. You are aware that, under the 54th section of the act of 1819, the Company are bound to give the water to the millers discharged from the compensation reservoirs?—A. Under the 54th section of the act of 1819, the Water Company are bound to discharge from their compensation reservoir on Glencorse Burn a quantity of water in compensation to the millers on the Esk, for the Crawley Springs and Glencorse Burn, taken into Edinburgh.

Q. You must serve them first?—A. Yes.

Q. There is an imperative clause in the act by which the Sheriff is enjoined to give effect to this upon application by the millers?—A. There is in the 64th section, the Sheriff is required, upon application from the millers, to order the water to be sent down, in the event of the millers not getting water from the compensation reservoir.

Q. Was there an application to that effect made by the millers in September last?—A. There was; Messrs William Somerville & Son, paper-makers upon the Esk, in consequence of the Company finding it impossible to give any water from the compensation reservoirs, made an application to the Sheriff to have the water from the Glencorse Burn and the Crawley Springs, which were sent into Edinburgh for the supply of the inhabitants, sent down the Esk to serve the mills, and taken away from Edinburgh.

Q. You had a proceeding before the Sheriff?—A. We had a proceeding before the Sheriff.

Q. Will you look at the interlocutor of the Sheriff of the 4th of October 1842, and read it?—A. There was a preliminary objection stated.

Q. You need not mind that.—A. It was not sustained. The judgment upon the merits of the case is this, "Ordnains the respondents,"—that is the Company,—“to turn Glencorse Burn and Crawley Springs into their original channel, in order that they may run in them until the said reservoir shall again discharge a quantity of water equal to the quantity which, by the said 59th section of the statute, the respondents are required to turn into the channel of

* See the long note, towards the close of Mr Balfour's evidence, regarding the illegality of this and the Colzium transaction, and the duty of the inhabitants strenuously to resist any attempt which may be made by the Directors to mix up these personal transactions of their own with the accounts of the Water Company Corporation.

the said burn; and, failing the same being done within two days from this date, grants warrants to the petitioners to carry this order into effect, and that at the sight and to the satisfaction of Mr George Buchanan, civil engineer, and appointing him to report on the same being completed."

By the Committee—Q. Is there any such clause in the present act?—A. No.

Q. What is the quantity of water which the Company are bound to discharge from their reservoir?—A. It depends upon the quantity of water taken into Edinburgh: if we take more water into Edinburgh we are obliged to give more water down,—if we take less water into Edinburgh we are required to send less water down.

Dean of Faculty—Q. It was in consequence of this decree and judgment that the Company made an arrangement and paid L.4000 and odds to the millers?—A. It was.

Q. They were under no obligation to do so by the act?—A. Not the least.

Q. The city, therefore, was entirely dependent upon this demand of the millers, who were entitled to take the little water there was during the drought from the town?—A. Yes.

Q. And had the Company not come forward and paid for that water, the inhabitants would not have had the little they had last summer?—A. They would not.

Q. The new Company was projected in September last?—A. Yes.

Q. Was there an agreement made between the present Company and the projected Company?—A. There was.

Q. It was reduced into writing?—A. It was.

Q. You have it before you?—A. I have.

Q. What is the date of it?—A. It is dated the 14th day of February last.

Q. Will you read it?—[Here follows the minute, the substance of which is afterwards given in Mr Balfour's evidence.]

Q. Will you explain the nature of the lawsuit with Mr Malcolm. By the act of 1819 the rates are to be levied within the police bounds upon the real yearly rent, with deduction?—A. Yes.*

* This evidence is calculated to convey an erroneous impression regarding the import of the police acts. At the time the Water Company's first act,—of 1819,—was passed, binding the Company to follow the police rental in levying their water-rates, that rental was fixed and ascertained, not by any direct survey made for police purposes, but by copying the Government survey made for the collection of the duty on inhabited houses, which the Commissioners of Police had invariably followed since the first institution of the Board; and this rental was considerably less than four-fifths of the real rent, as was proved before the Committee by the evidence of Mr Paterson, the surveyor of police. This, then, was the rule which, under the act of 1819, the Water Company became bound to follow,—a rental considerably less than four-fifths of the real rent, taken up by Government surveyors. But, before the act of 1826 was passed, which established the reduced rate of tenpence per pound, matters had somewhat changed with regard to the powers and practice of the Commissioners of Police. This Board had, in 1822, obtained a new act (3d Geo. IV. cap. 78), which, by section 32, authorised them to assess police rates "in any sum not exceeding one shilling and threepence in the pound of the real yearly rent, without deduction, as the said rent shall be ascertained in manner after mentioned." Now, the whole question turns on the "manner after mentioned," in which this real yearly

Q. Then, by the act of 1821, section 21, they are to be levied according to the real rent?—A. Yes, they are.

Q. Under the new police act, the rent to be taken

rent was directed to be ascertained; and yet Mr Balfour, in his evidence, never once refers to the existence of any such qualification or limitation in the clause. The same practice is adopted by all the advocates of the Water Company. They uniformly quote the police acts as the devil quotes scripture, selecting such words as seem to support their views, and omitting those which, to quote the words of Mr Balfour in another part of his examination, "there was no occasion" to mention, "for the object I had in view."

The effect of the above limitation will be seen by turning to section 35 of the same act, which authorises the Commissioners of Police, "in order to ascertain the yearly rents," either to "appoint a surveyor or surveyors, with power to survey and report upon the yearly rents or yearly value of all such premises as aforesaid, or to call on the tenants, occupiers, and possessors of such dwelling-houses, and other subjects liable to be assessed, to make returns of the yearly rents or yearly value thereof, according to such schedule or other mode as the Commissioners shall prescribe; and, in default of such returns being made, to survey and report upon the yearly rents or yearly value of all such premises as aforesaid: or the said General Commissioners may require the surveyors or assessors appointed or to be appointed to make surveys or assessments, for the purpose of collecting any of the taxes payable to his Majesty, or his successors, to furnish certified copies of the rent rolls, or valuations made by them, of all dwelling-houses, &c. within the bounds hereinbefore described:"—"from which returns to be made to, and the surveys and reports to be made by, their own surveyors, or the said certified copies of the rent rolls or valuations made by the surveyors for public taxes, THEY SHALL ANNUALLY CAUSE A RENT ROLL OF THE YEARLY VALUE OF THE WHOLE DWELLING-HOUSES, &c., liable to be assessed, to be made up, ACCORDING TO WHICH THE SAID ASSESSMENT SHALL BE MADE AND LEVIED: Provided always, that when any other mode of ascertaining the yearly value of dwelling-houses, &c., shall be used than the copies of rent rolls made for the purpose of assessing and collecting taxes payable to his Majesty or his successors, THE YEARLY VALUE OF all dwelling-houses and other subjects liable to be assessed in the ward SHALL BE ASCERTAINED IN ONE AND THE SAME MANNER."

Every impartial person, on reading this qualifying clause, will at once admit that the Water Company's allegation, that this act bound the Commissioners of Police to take up the real rack rent without deduction, is utterly unfounded. The act authorised and required them to value the rental through their own surveyors, by making an independent survey, or by requiring returns to be made to him through schedules framed in such manner as they should prescribe; or to continue to follow the Government survey, as under their former acts,—but taking care that in whichever of these forms the rental was valued, it should be done in one and the same uniform manner, in order that all the different portions of the city might thus be placed on a footing of perfect equality, by being rated on the same proportion of their respective rack rents. When once the valued rent was thus ascertained, the police rates were to be charged on it "without deduction." The Commissioners of Police, the year after the passing of this act, adopted the first alternative. They appointed an independent surveyor of their own, to take up a new valued rental. It appears from the evidence of that gentleman, that he adopted the uniform principle of making the valuation according to four-fifths of the actual rack rent, and that the result was an increase of about L.47,000, over and above the valuation made by the Government surveyors, which had been in use to be followed. This increase was about one-ninth part of the whole, and hence to this extent the Water Company were benefited by the adoption of the rule of rating on four-fifths; and it was while this police act was in operation, and in the year after

was four-fifths?—A. The police act of 1832 required that the police should take up their assessment upon the real yearly rent, without deduction.* By the subsequent act of 1837 they were bound to take up the

the new practice had been adopted, that the arrangement with the Water Company took place which ended in the passing of their second act of 1826, by which they became bound to bring in the Black, Bavelaw, and Listonshields Springs, and to restrict their rates to tenpence per pound, to be levied according to the police rental in all time coming. See also Mr Talbot's admirable speech on this branch of the question, pages 18, 19, and 20. [Unfortunately, there is a verbal error in the last line of the last page which was not observed until after the sheet was printed off. "With deduction" is printed for "without deduction." The error was in the manuscript. In very many instances similar errors were noticed in the manuscript and corrected.]

* This assertion is quite contrary to the fact, as any one may easily satisfy himself, by a reference to the act itself; the important part of which, as bearing on the point, is quoted at the end of this note. Even the miserable argument used by the Water Company, founded on the words "real rent without deduction," contained in the Police Act of 1822 (and it is their only argument), is taken away from them by the succeeding act of 1832. The duration of the act of 1822 was, by clause 139, limited to "the space of ten years, and from thence to the end of the then next session of Parliament," so that even if the words "without deduction" had been susceptible of the interpretation put upon them by the Water Company, they could not possibly be of any effect after the expiry of that act in 1832, unless it could be shown that they were re-enacted in the act passed during that year. But no such words are to be found in the act of 1832 (7 Will. IV., cap. 32), and hence the Commissioners of Police were fully entitled, in the exercise of their own discretion, for five years preceding the passing of the act of 1837 (which contained the four-fifths clause), to take up the police rental on four-fifths, or any other reasonable proportion of the rack rent. All doubt regarding the effect of the act of 1832 will be removed by the reference to the assessing clause (section 19), which is as follows:—"And be it enacted, That on or before the second Monday in October in each year, the said General Commissioners, &c., shall assess, and are hereby authorised and required to assess, all tenants, occupiers, and possessors of dwelling-houses, &c., within the foresaid bounds, as follows, viz.,—to impose on the yearly rent of such subjects rented or valued under ten pounds, an annual assessment not exceeding ninepence in the pound sterling; on the yearly rent of such subjects rented or valued at ten pounds and upwards, an annual assessment not exceeding one shilling and threepence in the pound sterling of the yearly rent; which assessment shall be calculated from Whitsunday to Whitsunday yearly, and shall be payable immediately after it shall be imposed, and shall commence at the term of Whitsunday one thousand eight hundred and thirty two, for the year following," &c.

That the words "annual value" of property, in the above clause, do not necessarily mean the actual rack rent, but only a reasonable valuation, after making certain deductions, may be proved by a reference to the General Prisons Act, 1 and 2 Vict., cap. 42, imposing a general assessment for prison purposes on all property within the whole burghs and counties in Scotland. By section 42 of that act, the assessment is authorised to be made on the landward part of counties, either according to the ancient fixed rental for the land tax, or "according to the real annual value of the whole lands," &c., for which a new survey is required to be made; and by section 46, the assessment on all burghs is required either to be levied along with existing local taxes, or in the option of the magistrates, to be made separately "on the annual value of property within the same." Now, according to the Water Company's special pleading, these words necessarily mean that the whole rack rent is to be

full rental, but only to make the assessment upon four-fifths of the real rental.

Q. Did the Company continue to levy it upon the actual rent, and not upon the reduced rent?—A. At first they did not,—they rated simply upon the reduced rent. I had always an idea that they were entitled to collect upon the whole rental, but there being some doubt upon the subject, they, I think, collected for one year upon the reduced rent, but I entertained a very strong opinion upon the subject myself. They were very desirous of doing it upon the full rental, and they laid a case* before Sir William Follett, Mr Andrews, and Mr Austin, and having done that, they got their opinions that they were entitled to collect upon the full rental,—and then for the subsequent year, and I think for four years, they collected upon nine-tenths of the full rental, exceeding the four-fifths.

taken. But section 48, the rubric of which is, "annual value defined," is as follows:—"And be it enacted, that the said annual value of the various kinds of property to be rated under the authority of this act, shall be taken to be the rent at which, one year with another, the same might in their actual state be reasonably expected to let from year to year, under deduction of the probable annual average cost of the repairs, insurance, and other expenses, if any, necessary to maintain the heritages in their actual state, and all rates, taxes, and public charges, payable in respect of the same." This is the only existing act for laying a general assessment on all the property in Scotland; and certainly, if all the deductions it requires the assessors to make from the rack rent, in order to ascertain "the annual value," as expressed in one clause, or "the real annual value," as expressed in another, were made from the house property of Edinburgh, in order to ascertain the annual rent or value on which water rates were to be assessed, the proportion would be considerably less than four-fifths of the actual rack rent. Of all the local taxes levied in the City, Leith, West Church, or Canongate parishes, there is not one levied on more than four-fifths of the actual rack rent.

* When the police bill was before Parliament, the Water Company obtained an opinion from Mr A. Rutherford, to the effect that if it passed with the four-fifths clause, it would operate so as to oblige them to follow the police rental. They printed this opinion in their "case," when opposing the bill before the House of Lords; and in fact it was because they believed they would be bound to follow the police rental that they strenuously resisted the police bill, and spent L.900 in an opposition which fortunately proved unsuccessful. But the moment this bill passed, they affected to have made the discovery that it did not interfere with their powers at all! Why then did they charge the L.900, spent in opposing it, in their accounts against the inhabitants, in place of extinguishing debt to the same amount, in terms of their act? And why did they by their opposition occasion to the inhabitants, through the Commissioners of Police, an additional expense of at least L.1000 in defending themselves against the determined opposition of the Water Company, before the Committees of both Houses of Parliament? Of course the opinion from the eminent English lawyers referred to, was obtained on a case prepared by the Water Company, with a view to the step they afterwards took,—of adding to the rental by their own authority, in defiance of the authority of Parliament. The case submitted to Mr Rutherford would, on the other hand, be prepared with the single view of ascertaining, before the police bill passed, whether or not it would bind them to follow the police rental, in order that, if it did, they might have an argument for opposing the bill. In short, Mr Rutherford's opinion was evidently obtained in order to ascertain the law, and the other in order to get an apology for violating the law. Neither of the "cases" on which the opinions were obtained, were ever produced before the Committee on the bill.

Mr Talbot—Q. I should like to see the opinion, and any other opinions you had upon the same subject, if you had any the other way?—A. I do not think we had any the other way.

Dean of Faculty—Q. Then the Sheriff decided against the Company?—A. Not at first; he decided against us ultimately,—there is no doubt about that.

Q. Did the Company attempt to get the matter decided by an action in the Court of Session?—A. Before the Sheriff decided, when the case was brought into the Sheriff's Court, defences were put in by the Company. There was an action brought in the Court of Session.

Q. And it was held that the Court of Session could not look into the merits of the case?—A. It was.

Q. And that was affirmed by the House of Lords?—A. It was.

Q. And since that the Company have been paying back what they received extra?—A. They have; they always stated that they would pay back the money to those that choose to take it.

Q. In the month of November 1842, was there any stock disposed of?—A. Yes; there was stock disposed of upon the 24th of November 1842.

Q. To what amount?—A. About L.50,000. There were two sales. There was one sale upon the 24th of November, and another sale upon the 18th of January.

Q. Was it sold at par?—A. No; it was sold some of it at L.25, 10s., L.25, 15s., L.26, and L.26, 5s.

Q. Was it sold by public auction?—A. It was.

Q. What was the object of that sale?—A. The object of the sale was this,—As we were going to Parliament, we thought that unless we sold a great deal more stock, it would appear that our debts when we came to pay for the new works would be greatly more than they should be when compared with the stock, and, therefore, we wished to create stock, and pay off part of the debt which had already been incurred.

Q. It was all sold by public auction?—A. It was; and I can give you the produce of the sales, L.50,405, 5s.

Mr Talbot—Q. The fraction beyond L.50,000 was the amount of the premium?—A. Yes.

By the Committee—Q. Have you paid off your debt with that?—A. It is not all paid yet. The debt will be paid off with it when it is brought in. I do not know what is done with it after it leaves my hands,—I pay it into the treasurer.

Dean of Faculty—Q. There were certain advertisements put forth by the Company in October last?—A. Yes; there were statements in the newspapers.

Q. And some of them authorised by the Company?—A. Yes.

Q. Read the one about the overwhelming supply; read the whole paragraph, about the supply?—A. "Under these circumstances, and to prevent the recurrence of such a state of matters, the Directors have resolved to recommend to the Company to adopt immediate steps, not only for making another reservoir, but for bringing into Edinburgh the water from the springs on the north side of the Pentlands, which will afford an overflowing supply."

Q. What date is that?—A. The paper is dated the 1st of October 1842.

By the Committee—Q. What was meant by that?—A. The meaning of the Company was, that they were going to apply to Parliament for permission to bring in new springs by a new line of pipes.

Q. What springs?—A. The Listonshiels and the Bavelaw Springs, which they were to bring in by a new line of pipes, and they would, of course, still have the same quantity of water brought in by the Crawley Springs, so that they would have a double supply.

Q. Were the Colzium Springs included in that?—A. I am not aware that they were.

Q. You distinctly say that they meant by that coming to Parliament?—Yes; I think so. I am speaking merely of what I believe the Directors to have meant.

Q. That is your impression?—A. That is my impression.

Q. At that time you did not contemplate bringing in the Colzium?—A. If they could have got other springs they would have brought them in then, but they had not found the Colzium at that time, at least so I understand. We were looking out for other springs, and if we could find others along with the Bavelaw, we intended to bring them in.

Mr Talbot—Q. I collect from you that you meant by that paragraph to express your intention to bring in the North Springs by an application to Parliament—the Bavelaw and Listonshiels?—A. Yes.

Dean of Faculty—Q. Had you been in correspondence with a London solicitor, respecting an act of Parliament, about that time?—A. We had.

Q. Did Mr Jardine make his survey and report about that time?—A. He was engaged in it.

Q. He had not made his report at that time?—A. I do not know when he made his report, but he was engaged in making his surveys.

Q. Will you look at the minute-book and see when that report was made, and whether that advertisement was not issued prior to Mr Jardine having made his report respecting the supply?—A. It might have been before his report. [The witness referred to the minute-book.] I see that on the 6th of October we had it in contemplation to acquire the springs of Harperrig. I had written to Lord Morton before that upon the subject of acquiring the springs of Harperrig, and I met with his lordship at a meeting in Edinburgh, that was held on the first Tuesday in October, and I had a conversation with him, and he said he would send his factor to arrange about it.

Q. Have you got the time when Mr Jardine made his report?—A. Here is a report of Mr Jardine's upon the 23rd September, as to the Bavelaw Springs.

Q. What does that say?—A. "In obedience to your instructions, I have made an estimate of the probable expense of conducting the Listonshiels, Bavelaw, and Black Springs, by Harlow Muir, Colington, Meggetland, Brunsfield Place, Downie Place, and the western approach to the Castle Hill Reservoir, partly in stone aqueducts and partly in a cast-iron pipe, and also the probable expense of a compensation reservoir near Thriepmuir; that is, upon the Bavelaw.

Q. Is that the same reservoir you propose now?—A. Yes; it is a different plan from the former reservoir; it is a larger size. "For the owners and occupiers of mills on Bavelaw Burn and below its confluence on the Water of Leith. The three sets of springs above mentioned will yield on an average about 200 cubic feet of pure clear water per minute. The principal articles of the estimate are as follows:—1st, Collecting and conducting the waters of Wal-

lace's Spring." Then follows a number of other springs.

Mr McNeill—Q. Give us them all, if you please!—A. Caldwell Spring, Listonshiels Spring, Bavelaw Spring, and Black Spring, to the proposed commencement of the cast-iron pipe on the height above Bonally, including the regulating reservoir at the site of the Old Kilmore or Harlowmill, and the regulating pond above Bonally, L.15,256, 15s. 2d.; cast-iron pipe from the regulating pond, by Colinton, Meggetland, Brunsfield Place, Downie Place, and the western approach to the Castle Hill Reservoir, 8610 yards, L.17,220. 3d, Land for compensation reservoir near Thriepmuir embankment, &c., L.23,137; contingencies, exclusive of expense of surveys, plans, and act of Parliament, ten per cent., L.5561, 5s.,—making in all L.61,175. If the Company prefer to buy the ground rather than pay annual damage for the pipe track, such purchase-money will fall to be added to the foregoing probable estimate. It ought to be borne in mind, that the very short time allowed me to make the foregoing estimate should be allowed in extenuation of its falling short of, or extending beyond, the actual expense. It will, no doubt, be recollected, that the probable expense of the second reservoir or Glencorse Burn, was L.10,000. It was at one time proposed to make a second reservoir on the Glencorse Burn, under the present reservoir, for the purpose of recompensing the millers, but which would be saved if the water was brought in by the new line.

Dean of Faculty—Q. You say it was in contemplation to apply to Parliament before that advertisement was issued. Do you remember whether the standing orders were written for by you to Mr Webster, and were sent down in a letter of the 30th of September?—A. I do not know the dates; I know that Mr Learmonth was in town, and he called upon Mr Webster, and in consequence of a conversation he had with Mr Webster upon the subject, Mr Webster sent down communications to enable them to get the necessary notices prepared.

Q. Early in October or late in September?—A. Yes.

Q. Of course, the Company were not as well aware of the produce of these springs, when they issued those advertisements, as they are now?—A. No.

By the Committee—Q. Was this quantity of 200 feet, which was given as the produce of the three springs, reported by Mr Jardine to the Company prior to the estimate being given, or after that?—A. I understood it was the quantity at the time the estimate was given.

Q. It was given at the same time?—A. Yes.

Q. And that corresponds entirely with the anticipated produce of those springs in the act of 1826?—A. Yes.

Dean of Faculty—Q. Do you know whether Mr Jardine at the time had re-measured the springs, or went upon the old measurement?—A. I do not.

Q. It does not state in the report that he had again made any measurement?—A. It does not state that he has.

Q. Had there been any report of the actual state of the springs upon re-measurement, so far as you know, laid before the Directors, when those advertisements were issued?—A. No.

Q. And consequently, they were not in possession of such full information as they have been since?—A. No.

To Mr Jardine—Q. When did you re-survey these springs?—A. I beg leave to inform the Committee, that I made a survey for the line of pipe by Colinton in September last, but I did not measure the springs until the 11th of October. That report was made before any re-measurement of the springs had been made since 1826, 1827, and 1828; and that report supposes that the measurement at that period was the same as the quantity of the springs now. I went upon that supposition. That report has included also the Cowburn Springs and the Coldwell Springs, which do not fall into the Bavelaw Burn, and would not be compensated by that reservoir.

Dean of Faculty to Mr Balfour—Q. I was going to ask you as to the mode of laying the service pipes,—How is that done?—A. The service pipes are always laid by the party receiving the water, not by the Company. When a party wishes to receive water, they make application to the Company. The rate is paid in advance. He produces evidence of what his house rent is, and he makes payment of the rate; and upon making payment of the rate, he gets a warrant which authorises him to join his service pipes to the pipes of the Company. He lays his own service pipes.

Q. Of course they do not refuse anybody?—A. They never refuse anybody.

Q. They are always glad to receive customers?—A. Of course.

Q. How many public wells are there in Edinburgh?—A. I cannot speak to that, I believe there are about twenty-eight.

Q. They are all supplied by your Company?—A. They are supplied gratis by the Company.

Q. Of course, if the supply was abundant, you would have no objection to give them any quantity required?—A. Certainly not; they now have a supply by a single pipe, but that gives a much greater supply than the two small pipes which were formerly there. The people are kept waiting much less time at the wells.

Q. Are they all in the Old Town?—A. Yes; in the Old Town, and in the south side of the town.

By the Committee—Q. What are those wells? Are they cisterns above the ground?—A. Cisterns above ground.

Q. What is their capacity?—A. I do not know their capacity.

Q. Were they put up by your Company?—A. No; they were in existence before our Company.

Q. And they have not been increased since your Company was established?—A. They have not been increased since our Company was established.

Cross-examined by Mr Talbot—Q. If I read the old act aright, you are bound to keep up the public wells by your contract with the Town Council?—A. We were bound to supply the public wells with water.

Q. Let me call your attention to an answer which you gave just now, to the effect that at the time the advertisement was put in on the 1st of October, touching the bringing in the Bavelaw Springs, you were contemplating bringing in those springs by an act of Parliament,—Will you do me the favour to say who framed that advertisement?—A. I rather suspect that I myself assisted in doing it.

Q. Did you assist in making that of the 15th October also?—A. Yes.

Q. Will you do me the favour to read to the Com-

mittee a paragraph which is marked by being underlined?—A. "The Company may also advert to a newspaper report, which has been recently repeatedly made, that they had failed to obtain springs which they were authorised to take by their act of Parliament, by permitting the time to elapse within which they were limited by the act to acquire them, and that they were now going to apply for a new act for power still to take them. For such a report there is no foundation. They have secured all the springs they were ever authorised to take, and could bring them into Edinburgh without any new act; but a shorter, and less expensive, line for doing so having been suggested, they are to go to Parliament to obtain power to carry their pipes through the improved line, when they will ask for other powers." All that we meant by that was, that we had purchased the Listonshiels Springs, the Bavelaw Springs, and the Black Springs, within the time prescribed by the act of Parliament, and of course we could bring them in, as I apprehended, by the Crawley pipe, without a new act of Parliament. But, of course, if we brought them in by the Crawley pipe, without a new act of Parliament, they would not give an overflowing supply to the town, because we should just have to displace so much water now brought by the Crawley pipe to make room for this.

Q. Did you state that in your advertisement?—A. No.

Q. The new line is not the line suggested by the present bill?—A. I understand that it is as far as it goes.

Q. Am I to understand that it is the same line as far as it goes?—A. I understand so.

By the Committee—Q. Are those the springs that you allude to in the after part of the report as affording an overflowing supply?—A. Yes; it would have afforded a large supply in addition to what we brought in by Crawley, but if we had brought that in by Crawley, we could not have given an overflowing supply.

Mr Talbot—Q. In the advertisement, the 1st of October, you spoke of the Bavelaw and Listonshiels Springs as affording an overflowing supply; and on the 15th of October you stated to the public of Edinburgh that the Water Company of Edinburgh had then power to bring them in without an act of Parliament?—A. Yes; but they would not have afforded an overflowing supply, if they had been brought in through the Crawley pipe.

Q. But you did not state that?—A. No; there was no occasion to say so, for the object I had in view.*

Q. Will you be kind enough to tell me whether there is any minute in the Company's books authorising Mr Learmonth to enter into that agreement for the extinction of the new Company?—A. I do not think there is any minute.

Q. So, that the statement in that agreement by Mr Learmonth, to the effect that the Bavelaw Springs shall in the course of time be brought into Edinburgh, is Mr Learmonth's dictum, and nobody else's?—A. I do not understand the question.

* The avowal of this rule of conduct, taken in connection with the quiet innocent manner in which it was made, caused great laughter in the room, in which the Committee, counsel, agents, and a pretty numerous body of auditors, cordially united, and in which the witness very good humoredly joined.

Q. You remember, that in the agreement for the extinction of the new Company, there is a statement, that arrangements have been made for the benefit of the inhabitants of Edinburgh, as well as of both Companies, and that amongst them there is an agreement that the Bavelaw Springs shall in due course be brought into Edinburgh, the Colzium first, and the Bavelaw afterwards,—now, I want to know whether there is any authority for that in the books of the Company?—A. Mr Learmonth attended the meeting of the Directors, and he brought with him a copy of the minute of the new Company, containing a detail of the arrangements which he was making with the new Company. He laid that before the meeting, and the meeting approved of the arrangement being carried out in the terms of the minute.

By the Committee—Q. Will you read the minute?—A. That minute was carried away immediately after the meeting. I intended to have engrossed it in the minute-book, but, owing to its being taken away, it was not engrossed in the minute-book, but I have left a blank here for the purpose of putting it in, when I get back to Scotland. It is a minute of the Committee of Directors of the Edinburgh Water Company, on the Company's bill. There was a Committee appointed to prepare the bill, and to take steps regarding it.

Q. How many were present?—A. The original Committee consisted of four or five. The number was enlarged, and there were present eleven,—Mr Learmonth, Mr Brown, Mr Douglas, Mr Scott, Mr Smith, Mr Greig, Mr A. Douglas, Major Pearson, Mr Brown, Mr Reoch, Mr More, Mr Miller. Mr Learmonth stated to the meeting, that, having been latterly in communication with Sir F. Walker Drummond, the chairman of the new Water Company, with a view to an arrangement, having for its object the withdrawal, by the new Company, of all opposition to the present Company's bill in Parliament, he had, on Saturday last, called a hurried meeting of the Bill Committee, to explain to them the situation in which matters stood, and have their opinion on the subject. He then informed them that the other Company would be willing to dissolve itself as a Company,—withdraw all opposition to our bill, and give over to us the whole of their plans and surveys, if we would pay them a part of the expenses incurred by them, to the extent of from L.1200 to L.1500, as the same should be adjusted between him and Sir F. W. Drummond; and, in case of their differing in opinion, by Lord Melville. That he himself thought that this would be a beneficial arrangement, as the Company would save all the expenses of a contested bill, which would amount to several thousand pounds. That the Committee had expressed their approbation of the principle of the arrangement, but were of opinion that the expenses to be allowed should not amount to more than from L.1200 to L.1500 at the utmost, and not be paid until our bill was finally passed. That he had communicated this to Sir Francis, who brought the matter before a meeting of the new Company, on Monday the 13th inst. (yesterday), who unanimously approved of the arrangement, and a copy of the minute which has been passed on the occasion having been sent him, he now laid it before the meeting, and of which the tenor will be found at page . . . The meeting having taken the minute into their most anxious consideration, and having fully deliberated on the whole matter, and being of opinion that if the arrangement

were carried through, it would be the means of saving an immense expense to the Company, it was moved by Mr A. Douglas, and unanimously agreed to, —“That the Committee approve of the proposed arrangement with the projected new Water Company, under this provision, that the new Company shall be paid their reasonable expenses, to be fixed in the manner suggested; the same not exceeding in whole L.1500, upon condition that their whole plans and surveys are delivered to the Water Company as their property; and that the above expenses be considered a part of the general expense of the new bill, and of the expense of bringing in the projected additional supply of water, and to be paid within a month ‘after the act receives the royal assent.’ And the meeting recommended the motion to the adoption of the Directors of the Company, as a wise and beneficial arrangement, both as regards the Company and the interests of the public.”

Q. This is a minute of the Bill Committee?—A. Yes.

Q. What is the date of that minute?—A. The 14th of February 1843.

Mr Talbot—Q. That was a Committee for taking proceedings with respect to the bill. Has that ever been communicated to the Water Company?—A. Yes.

Q. Has it ever been read to the Directors, so as to receive their sanction?—A. On the 23d of February a meeting of the Directors was held.

Q. Before you read that, tell me when was the agreement dated?—A. The 14th of February.

Q. Now, what happened on the 23d of February?—A. On the 23d of February, “The minutes of last meeting were read and approved of, and also minutes of a meeting of Directors on the Company's bill in Parliament, held on the 14th ultimo. The minute of agreement between Mr Learmonth, as chairman of the Company, and Mr F. W. Drummond, as chairman of the Edinburgh and Leith Water Company, dated February 1843, was read and approved of.”

By the Committee—Q. How was it that it had not got into that book before that time?—A. It was taken away. I did not get it.

Q. Did Mr Learmonth run away with the minute upon the 14th of February 1843?—A. He carried it away with him to get it arranged with Sir Francis Walker Drummond.

Q. The agreement was made on that day?—A. The agreement was made on the day on which the Committee held their meeting. My impression is, that Mr Learmonth went from the meeting to Sir Francis Walker Drummond.

Q. Mr Learmonth considered the authority of the Bill Committee as sufficient authority to enable him to meet Sir Francis Walker Drummond, who had got authority from the projected new Company; therefore it was signed the same day, and reported to the Directors on the 23d of February, and on its being laid before the Directors at that meeting, they approved of it again?—A. Yes.

Q. And that was the first meeting of the Directors that took place after that transaction?—A. Yes; the Directors hold regular meetings once a fortnight.

Q. And that was one of the regular meetings?—A. It was.

Mr Talbot—Q. You have not told me when that minute was engrossed?—A. It was engrossed lately as soon as it could be got done.

Q. How lately?—A. I do not know.

Q. About how long ago?—A. I cannot tell you.

Q. You have heard from Mr Jardine that he re-measured those springs on the 11th of October. Did you attend a meeting of the Edinburgh Water Company held at the Royal Hotel in Prince's Street about the 12th of December?—A. I think I did.

Q. Will you see whether Mr Balfour, the clerk, upon that occasion, read the report for the last year?—A. Yes, I was there.

Q. Was Mr Learmonth in the chair?—A. The chairman of the Directors is chairman of the general meeting.

Q. Were you there while Mr Learmonth made a speech?—A. Yes, I was.

Q. Do you remember Mr Learmonth saying, that as their proceedings were so narrowly watched by certain parties, he thought it necessary to say a few words on the various topics embraced in the report?—A. I cannot say that I recollect the expressions, but I remember that he made some explanation.

Q. Do you remember Mr Learmonth saying, that the Listonshiels and Bavelaw Springs would be brought into the city as soon as possible, and that they could do it without an additional act of Parliament?—A. I cannot charge my memory with that.

Q. You will not undertake to say that he did not say so?—A. I will not undertake to say so.

Q. Did you hear him mention the Listonshiels and Bavelaw Springs?—A. I cannot say that I was paying much attention to what Mr Learmonth was saying; I had nothing to do with Mr Learmonth's speech.

* The following is the whole of Mr Learmonth's speech, as reported in the *Scotsman* of 14th December 1842:—

"The Chairman said, as their proceedings were so narrowly watched by certain parties, he thought it necessary to say a few words on the various topics embraced in this report. As regards the proceedings of the Directors in reference to the proprietors of the mills, he thought no one could have anything to say in disapprobation of these. Had no arrangement been come to, there was no saying what mischief might not have ensued, although it had been the means of greatly reducing the fund from which they were to draw a dividend. He thought it hardly fair that the Water Company should have been compelled to adopt the police rental. The two things stood on an entirely different footing. The Police Commissioners, though they might adopt a reduced rental, could raise what income they pleased by merely raising the rate of their assessment. Still since the law had been so declared, they were bound to yield obedience to it. The Directors were happy to be able to hold out the prospect of a dividend of five per cent. next year, providing at the same time for all the extraordinary expenditure of this year, caused by so very unlooked for circumstances, with the exception of about £800. *The Listonshiels and Bavelaw Springs would be brought into the city as soon as possible, as they could do so without any additional powers by act of Parliament.* The Chairman then referred to the proposed new Company, and maintained that the circumstances of the city did not warrant the hope that such a speculation could be undertaken with success. The income of the present Company could barely pay a moderate dividend to the shareholders, and when the stock of the Company was to be raised from £130,000 to £200,000, the shareholders would get less than ever. How any second company was to be able to pay a reasonable return for the capital laid out, he could not see, especially as the estimate they went upon, of £150,000, was far below the truth, as they would find out to their cost. (Hear, hear.) He concluded by expressing a hope that the meeting would give the Company power to go to Parliament, as proposed, to enable them to give such a supply of water as would for ever set at rest the question of a full and pure supply of water to the inhabitants of Edinburgh."

Q. Now, I want to ask you a question or two with regard to this money that was paid to the millers. You paid the millers upon the Esk some money upon the decree of the Sheriff, who found that you ought to make them compensation?—A. Yes, there was money paid to them.

Q. How much?—A. I think Mr Cameron mentioned that. It does not fall within my province to know that.

Q. So much of that as has been paid,—How has it been paid, from what fund?—A. From the funds of the Company.

Q. Has it been deducted from the dividends of the shareholders?—A. I cannot say as to that.

Q. Has it not been paid out of the surplus that would have gone to the extinction of the debt?—A. I don't know as to that.*

* Certain inhabitants complained to the Parliamentary Commissioners of the payments here referred to, and other illegal payments having been made out of funds which would otherwise have gone to the extinction of debt, the Water Company gave in written answers, and the Commissioners then remitted to their accountant, Mr Christie, to hear parties, and report. A meeting was accordingly held in that gentleman's chambers, when Mr Balfour and Mr Learmonth appeared, and defended the payment with great zeal. Mr Malcolm, Mr Donaldson, and Mr McLaren appeared in defence of the other view. The following is an extract from the original complaint to the Commissioners on this subject:—

"2. The only other objection upon which it is thought necessary at present to insist, applies to a sum of £1300, being compensation paid to a millowner for the want of a sufficient supply of water, which the Company were bound to afford. The sum is included as an article of expenditure, stated under the head of miscellaneous expenses and compensation to millowners; and the objection which arises is one of very great importance, inasmuch as the sum stated in this account is only a small part of the obligation incurred by the Company for compensation of the same kind to several parties. The objection to the charge rests in some measure on the same grounds as those which have been stated to the law expenses; and no doubt is entertained, that upon taking legal advice, it will be found to fall within the same category. The effect of the charge being sustained as an article of expenditure, would obviously be to lay upon the ratepayers the burden of damages incurred by the partners of the Company, on account of their own misconduct or neglect in omitting to fulfil the important objects for which the powers of the statute were committed to them.

"As already stated, upon these two last items being disallowed, there will remain a balance sufficient to pay the dividends taken credit for by the Company; and there will even be a balance which will fall to be applied to the reduction of the debt.

"Without detaining the Commissioners at greater length, it is respectfully, but confidently submitted, that enough has been stated to show that the accounts, as presented to the Commissioners, ought not to receive their sanction; and the subscribers would beg leave humbly to suggest, that a remit should be made to the accountant to make up and report to the Commissioners a specific statement of all law expenses incurred by the Water Company, in questions involving their separate interests, as distinct from that of the ratepayers; and that if any doubt is entertained of the propriety of at once disallowing these expenses, or the compensation to millowners, the Commissioners should give directions for an opinion of counsel being taken upon these points.

(Signed) "SIMON CAMPBELL.
"D. McLAREN.
"JAMES MALCOLM.
"JAS. DONALDSON."

[The first part of this document, referring to the other illegal payments, is given in the Appendix.]

Q. If it should turn out so, the people of Edinburgh will be paying interest upon that amount,—Will it not be so?—A. It is very likely.

Q. With regard to Lord Morton's purchase, is there any part of that annuity of L.5 an acre which is unredeemable?—A. There is a part of it.

Q. What proportion of Lord Morton's annuity is unredeemable and perpetual?—A. The statement in the disposition is, that he shall have the power of converting three-fourths thereof into capital.

Q. That he shall have the power, or that you are to have the power?—A. We are to have the power also.

Q. So that either party may call upon the other to convert three-fourths into capital, and when converted it is to be paid?—A. Yes.

Q. And the other part will be a perpetual feu?—A. Yes.

Q. Can you tell me what the amount of that is?—A. It will depend upon the quantity of ground we are to take; it will be one-fourth, or L.5 per acre upon the quantity we take.

Q. Do not you know the gross sum to which the Company have become entitled in respect of the bargain?—A. We cannot know that till we know the quantity of ground that we take.

Q. We have heard something about 104 acres?—A. You did not hear from me,—I do not know the quantity of ground that the Company are going to take. I always understood that there was more than that quantity of ground to be taken.

Q. Supposing this bill should not pass, is it, or is it not a fact, that the Water Company will continue liable to pay my Lord Morton that perpetual rent charge?—A. Certainly.

Q. And also the redeemed principal?—A. And also the redeemed principal.

Q. You say it was calculated at L.5 an acre?—A. L.5 an acre for the extent of 104 acres, and if we take more than 104 acres, it will only be L.4, 10s. an acre.

Q. Have you ever seen the property?—A. I have never been over the property, but I have seen it from the road.

Q. I should be glad to have, from you, your notion of the annual value of the land?—A. I have no idea of the land, because I was never over it.

Q. Have you any doubt that L.5 an acre as an annual return for that land is monstrous?—A. I have no hesitation in saying that it is a high price.

By the Committee—Q. Do you suppose that it is rented at L.5 an acre?—A. No.

Q. Do you suppose that it is rented at L.3 an acre?—A. No.

Mr Talbot—Q. Nor yet L.1?—A. I cannot say as to that.

By the Committee—Q. Is it meadow land, or arable land?—A. Part of it meadow land,—sheep pasture.

Q. Ground that has never been under the plough?—A. I don't know, I never was upon the ground.

Mr Talbot—Q. Will you have the goodness to tell me what parish it is in. Is it in Mid-Calder parish?—A. I do not know the parish.

Q. In your books of reference, the lands of Harperrig and Colzium are stated as the property of the Water Company, I believe?—A. Colzium is stated as the property of the Water Company.

Q. As I understand your evidence, it is the property of Mr Learmonth?—A. No; the springs and the ground that we want, are the property of the Company, by a regular minute of sale.

Q. But there is a back letter, which guarantees Mr Learmonth from any loss?—A. No, that is not it.

Q. What is it?—A. There is a back letter by which Mr Learmonth, upon the sale of the remainder of the property, if he gets more than he paid for it, is to account to us for it.

Q. Suppose he sells it again for L.10,000, instead of L.12,000, what then?—A. The price that he gets for the land which we purchase from him, will go to pay for the difference.

Q. Suppose he sells it for L.6000 instead of L.12,000?—A. I apprehend he would lose the difference.

Q. Have you read that back letter carefully?—A. I have the back letter, but I have not it here.

By the Committee—Q. Is not the price for the land you take so large, that there is not likely to be a loss? The whole property having cost L.12,000, is there not very little chance of the remainder being sold for L.5000 or L.6000?—A. There is no chance of it.

* The following graphic sketch of the discussion on the Colzium clause, which ended in its final rejection by the Committee, is taken from the report furnished by the correspondent of the *Caledonian Mercury*:—

“Wednesday, April 26.

“The Committee met this day at 12 o'clock,—Mr T. D. Acland, in the chair.

“Clause 105 was then submitted to the consideration of the Committee. This was an important portion of the bill, and one upon which the whole measure rested. It proposes to give the Company power to take and use the springs in East Colzium and East Cairns, and ground for collecting these: and further, to enable them to acquire, take, and use the springs in Wester Colzium, with those in the lands of Harperrig and Auchnoon; and also ground for the compensation reservoirs on these lands.

“Mr Andrews, in a speech of great energy, supported the clause, and concluded by calling upon the Committee to declare that it should stand part of the bill.

“Mr Talbot replied. He opposed the clause upon the ground that the bill, of which it formed a most important part, was altogether a job. It was a job by which the Company sought to shut out fair competition, and also to make the public pay for it. It was what may be termed as gross a job as—

“Mr Austin would really beg of the learned counsel to be more charitable in his language.

“Mr Talbot resumed, his learned friend felt hurt at the term job being applied to this bill, but he could assure the Committee, that every little boy in the Canongate knew the Colzium job, and what it meant, and who were to lose by it, and also those who were to gain by it. It was not only a job but a crafty one.

“Mr Austin would really beg of his learned friend to forbear.

“Mr Talbot—Oh yes, he would forbear; it was not a job,—well, then, it was a *contrivance*; he hoped that would suit his learned friend. It was a device,—perhaps that would suit better. It was as crafty a device as could be well imagined and adopted. Colzium Springs were purchased to prevent the rival Company, which was about to be formed, clashing with the interests of the promoters of the present measure. He would read the article which appeared in an Edinburgh paper, which was the language of one of the Company, and in which he scouted the idea of the new Company going to Colzium for water, while they, the old Company, had sufficient resources to supply the town without additional expense. The learned counsel then read the article in question, commenting as he went on, which caused considerable laughter. He, the learned counsel, would say, that such conduct as that practised by the parties connected with the article he had read, exhibited anything

Mr Talbot—Q. Do you remember in the year 1825, Mr Fullerton, now Lord Fullerton, being employed on the part of the Directors of the Water Company to prepare an address to the inhabitants?—A. I recollect Mr Fullerton being employed by the Company to make out a statement on the part of the Company.

Q. Which statement was, "A statement by the Directors of the Edinburgh Joint Stock Water Company,"—that was prepared by Lord Fullerton as the counsel or representative of the Company?—A. Yes; at least I do not know that it is the precise paper that he prepared, but I assume that it is.

Q. Have you any doubt that the Directors approved of the statement?—A. I do not know that they approved of that statement: they approved of a statement.

By the Committee—Q. Was it published by the authority of the Company?—A. I am not aware that it was.

Q. Who paid for that advertisement?—A. I do not know.

Mr Talbot—Q. On September the 12th and 15th, I

but a due regard for the morals of the citizens of Edinburgh. The Company therein led the inhabitants to believe that they were sincere, and that the Colzium Springs were unnecessary to afford an additional supply. His learned friend, Mr Austin, stood there that day, to tell the Committee to pay no attention to what that paper stated, and that the springs mentioned were necessary to the carrying out of the measure. He felt for his learned friend under such circumstances, for to prove the necessity of the springs, he (Mr Austin) would be under the disagreeable necessity of saying to the Committee, 'what we then stated was nothing but deception, and what we now urge is altogether true, and borne out by the fact, that without Colzium, we cannot give the promised supply.' He (Mr T.) would admit, that what the Company now stated was perfectly correct, and what did it prove? Why, that they had practised a gross imposition upon the inhabitants of Edinburgh, which imposition they (the old Company) sought to seal by the present bill. They propose, of course, to go on with the bill, although their additional tax was disallowed. And why was that? Was it out of respect to the wants of the consumers, or to redeem their promises of giving the increased supply? Nothing of the sort. He would explain why it was that the promoters, in answer to the legitimate question of the Committee, on the former day, after the rating clause had been negatived, intimated their intention of going on with the bill. Should we abandon the measure, thought they, we leave the field open to competition, and a rival Company will be sure to spring upon the springs we are seeking to make our own, so the best thing we can resort to is to appear generous, and go on with the bill. But he begged to warn the Committee against this seeming magnanimity, which in truth was nothing better than stratagem; for supposing the bill to be passed the house, what would be the next act of the Company? In two or three years, when the works were all comfortably up and in working order, additional powers would be sought whereby the additional rate could be imposed, and his learned friend, Mr Austin, would be found most pathetically appealing to another Committee, perhaps in that very room, upon the necessity of granting it, and in inimitable strains pouring forth his lamentations upon the injustice done his clients by the then hon. members' predecessors, the gentlemen whom he had now the honour of addressing. (Great laughter.) Upon all these grounds he appealed to the Committee to reject the clause, which appeal he trusted, from their great knowledge of how this bill was got up, and what it had at heart to accomplish,—namely, the securing of a monopoly, would not be made in vain, but would be proved by the unqualified rejection of the material points just discussed."—(*Caledonian Mercury*, 29th April 1843.)

find this:—"Paid to David Ramsay and Son for advertisements, and the Edinburgh Courant, for the Edinburgh Joint Stock Company."—A. I have no doubt that it was so.

Q. Will you have the goodness to refer to a minute of the 18th of November 1825? Do you find there a report of Mr Jardine of that date?—A. I do.

The same was delivered in, and the following passage was read:—"The whole expense of conducting Crawley Spring to Queen Street at present is L.148,120, 11s. 9d., from which deduct L.30,000, expended prospectively in a larger aqueduct pipe and other works, for the purpose of conducting the Black, Bavelaw, and Listonshiels Springs to Edinburgh. The proper sum, therefore, expended in conveying Crawley Springs to Edinburgh, amounting to 180 cubic feet per minute, or 259,200 cubic feet per day, is L.118,120, 11s. 9d."

Q. Here is an address to the inhabitants of Edinburgh, by "A Fellow-Citizen," paid for, I perceive, by the Water Company, dated Monday, 16th January 1836? Do you know anything of that which is said as follows:—"The Company was constituted for the very purpose of obtaining power to supply Edinburgh with water, and it is difficult to conceive a more legitimate, fair, and proper charge upon their funds than the expense of a successful opposition to a Company who was attempting to deprive them, by the authority of Parliament, of a part of the supply of water which it has cost the present Company above L.30,000 to secure. The present Company incurred this increased expense under the plan of the late Mr Rennie, still extant, who recommended that the cast-iron pipes should be made of such a size, and that the other works should be so constructed as to be sufficient for bringing in, by the same course, the Bavelaw, Listonshiels, and Black Springs, &c., when the extension of the city should require an increased supply of water. The present Company, be it observed, were completely successful in their opposition as to one point, the attempt to take the Black Springs being given up by the new Committee of the House of Commons." And the address concludes with the observation, which, perhaps, will be applicable to the present time, as well as the former:—"Your duty, my fellow-citizens, is, to see that they do not, by prosecuting their visionary scheme, cajole you to support measures which will inevitably render water of higher price than it would otherwise be, both at the present time and permanently." Do you recollect that statement?—A. I do not recollect it distinctly.

Q. At the time of the starting of the new Company, was the Lord Provost of that day a gentleman of the name of Trotter?—A. Yes.

Q. Did he negotiate with the Company of which you are now an officer, respecting whether or no the new Company should go on, or whether it should be extinguished?—A. I understood so.

Q. Do you remember that there was an agreement to withdraw the bill on certain terms?—A. Yes; I believe there was.

Q. Do you recollect that one of these terms was, that your rates should be reduced from five to four per cent.?—A. I do not know that that was part of the arrangement, but I know that they were reduced.

Q. By act of Parliament that was brought in by you afterwards?—A. Yes, there was a great deal of discussion about it at the Board. I was a member of the Board of Directors at that time, and we had a great deal of discussion about it; and, calculat-

ing that the value of the property in Edinburgh was rising considerably, we thought that we should be able to keep the dividend at six and a-half per cent., although the rate was reduced, and therefore we agreed to the reduction; but I thought it a very unwise thing, because I was satisfied that there was a chance of the rates falling, and accordingly I took it upon me to propound that doubt to my friend Sir James Craig, and I said that I thought that we should try to secure ourselves against such a contingency; and I was going to propose a clause for that purpose, and he said, "Do you think the people will think you sane in thinking that the rates of the town of Edinburgh are going to fall?"

Q. You personally calculated upon a fall in the rental?—A. No; I only thought there might be a change, and I thought it would have been a wise thing to have secured ourselves against it.

Q. Do you remember that, upon your part, it was insisted on that you should be permitted to supply the town of Leith?—A. No, I do not remember that we insisted upon that. I know the town of Leith was very anxious that we should supply them.

Q. Do you mean to say that it has not been a benefit to you to supply them?—A. Most certainly it has.

Q. Will you look at the minute of the Water Company of the 23d of January 1826. There is an appendix to the statement sent to the Lord Provost, which begins in the words, "The objects of the bill to be brought into Parliament by the Edinburgh Joint-Stock Water Company, provided that they remain the only Company for supplying the city with water, are, first, to empower the Company to supply Leith with water on the same terms as Edinburgh. There can be no doubt of the fact that they stipulated for the supply of Leith?—A. The Leith people applied to us; they were up almost every fortnight to make a good bargain.

Q. The supply was to be made upon the same terms as Edinburgh?—A. Yes; originally they were to have got it at a cheaper rate, in consequence of some arrangement that they were to be at the expense of making the cisterns themselves, and they afterwards fell back upon the same terms as it had been supplied in Edinburgh.

Q. As you have mentioned that, allow me to ask, is it the fact that, in Edinburgh, almost universally cisterns are used? Do you not insist upon the use of cisterns?—A. Certainly; now they are mostly all cisterns.

Q. And with ball-cocks?—A. Yes.

Q. Can you give the Committee any notion of the average cost of a cistern?—A. No, I have not the slightest idea.

Q. They are of lead, I suppose?—A. Sometimes of lead and sometimes of stone.

Q. Have you in the minute-book the report of Mr Jardine, of the 10th January 1826?—A. Yes.

[The same was read as follows:—"The supply of water from Crawley Springs in summer is 180 cubic feet per minute, or 259,200 cubic feet per day, or 1,615,360 imperial gallons per day; and allowing ten gallons per day to every individual,—man, woman, and child,—which is more than Mr Telford and Mr Walker stated in the Committee of the House of Commons as the usual full allowance, the foresaid quantity alone would amply supply 161,536 inhabitants. Swanston and Comiston Springs, exclusive of Bonally Ponds, which are not used, yield in winter sixty cubic feet per minute, and, at the least,

twenty cubic feet per minute, or 57,600 cubic feet per day, or 358,969 imperial gallons, which, as above, would supply 35,896 inhabitants, making in all, 197,432 inhabitants."]

Q. Has there been a payment made in respect of the purchase at Bavelaw?—A. I am not aware.

Q. Are you not aware of a payment made in the bank last week, for instance?—A. Yes, there was.

Q. What was that for?—A. A consignment of the price which the jury had awarded for the property taken from Mr Johnson at Bavelaw.

Q. When did that jury sit?—A. It was either in July or August 1833.

Q. But the money has not been consigned until within this week?—A. The money was not consigned till within this week; but, about a month or two ago, I gave notice that it would be consigned.

Q. Since the bill has been pending?—A. Yes; but I understand that the arrangements had been entered into subsequently to that, and they did not consign it till lately.

Q. What has been paid for the site of Malleny Pond?—A. I do not know in the least.

Q. How come you not to know?—A. I have nothing to do with the accounts.

Q. Do you remember the Police Bill of 1837 being introduced into Parliament?—A. I do.

Q. Do you remember that in the House of Commons, and also in the House of Lords, the Water Company opposed that bill?—A. We wished to have a protective clause in the bill.

Q. Did you not wish to get rid of the effect of the rental of four-fifths being taken for the police?—A. Most unquestionably we did.

Q. That was the object of your opposition?—A. The object was, to prevent ourselves being affected prejudicially by that act of Parliament. I think the clause we proposed was a clause declaring that nothing in that act should affect the rights of the Company under our own acts.

Q. Was that discussed in those committees?—A. It was.

Q. And you were beaten?—A. We were certainly beaten.

Q. Did you after that, in the year 1837 or 1838, introduce a bill upon your own account to effect the same purpose?—A. I do not recollect.

Q. Did you never introduce a bill upon which you were defeated in Parliament?—A. I have no recollection of it.

Q. Did you not introduce a bill, which was thrown out upon the second reading, to appoint a surveyor of your own?—A. I have no recollection of the circumstance.

*The following is the enacting clause of the bill of 1837, with remarks on it from the *Scotsman* of 3d June 1837:—

"We have just received a copy of this most objectionable bill, which realizes all our worst anticipations. It repeals the clauses in the Water Company's acts, by which they are bound to levy their rates according to the police rental; and authorises them to levy them on the real rent, according to the discretion of their Committee, giving the parties who are bold enough to complain of overcharges, an opportunity of entering into a law-suit on the subject before the Sheriff of the county! These are the blessings which the Water Company have in store for the tax-paying inhabitants of this city; and we cannot help thinking that there was great force in the remarks of Councillor Robertson at the last meeting of Council, who stated, that 'if the inhabitants did not

Q. Here is a report of your own, just look at that. [A paper being shown to the witness]—Be so good as to read it?—A. "On the day fixed for the second reading of the bill, the solicitor for the Company learned, accidentally, that Sir John Campbell was to oppose it. In these circumstances, and as the usual notifications, where opposition is intended, had not been made, Mr Chalmers, the member for Arbroath, who had kindly taken charge of the bill in the House of Commons, moved, on the 7th of June, as he had been requested to do, that the second reading should be postponed until the following Friday. To this motion, so reasonable in itself, and attended with no injurious consequences to any party whatever, no opposition was contemplated. It is the invariable practice, in the conduct of private bills, if their second reading is to be opposed, that notice of the fact shall, sometime previously, be given to the solicitor in charge of the bill. It is not in the House of Commons itself that the merits of private bills are first discussed. They are allowed to go into committee, and are there made the subject of discussion, and of proof if necessary. On the 7th of June, however, the Attorney-General came down to the House of Commons, and, without notice, opposed even the postponement of the second reading of the bill until the following Friday; and moved, as an amendment, that it should be postponed until that day six months."

organize an opposition to this bill, they deserved to be taxed at the rate of two shillings a pound."

"Perhaps the most extraordinary part of this very extraordinary bill is, that while it proposes to increase the rates leviable in Edinburgh twenty-five per cent., by charging them on the actual rent; in Leith, and all the places beyond the bounds of the Edinburgh police act, the charges are to continue at the rates fixed by the Water Company's act of 1826,—viz. according to 'four fifths of the real rent.' Hence, all persons residing in Edinburgh are to be charged twenty-five per cent. more for water than persons residing in Leith and other distant places, to whom the water has been conveyed from Edinburgh at a great additional expense!"

We hope Sir John Campbell, to whom the inhabitants are already deeply indebted for his exertions in defeating the Water Company's opposition to the police bill, will get the present bill thrown out on the second reading. We have inserted the enacting clause of the new bill, with the more important parts of it printed in italics:—

"That it may be enacted, and be it enacted by the King's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the authority of the same, That so much of the *said recited acts*, or any of them that enacts that the rates and duties leviable by the said Edinburgh Water Company, in respect of houses or premises within the bounds of the police of the said city of Edinburgh, shall be levied by or payable to the said Company, according to the real rent or annual value of such houses or premises *as assessed for the police tax of the said city, shall be, and the same is hereby repealed*; and from and after the passing of this act, such rates and duties shall be leviable *by the said Company* from, and be paid to them by, all and every person or persons whatsoever having water conveyed by the works of the said Company to their private houses and other premises *within the said bounds of police, according to the real rent or annual value of the said houses or premises, as the same shall from time to time be fixed and ascertained by the said Company or their Committee*; and in case of dispute by the Sheriff of the County of Edinburgh, but not exceeding in any year tenpence per pound of such rent or value; and such rates and duties shall be recoverable in the manner prescribed by the said first recited act, and the acts for amending the same, also hereinbefore recited."

Q. And that motion was carried?—A. It was.

Q. What was the subject of the bill. I am told it was to take you out of the operation of the Police Act, and to give you power to levy upon the whole rental?—A. Yes.

By the Committee—Q. The Attorney-General was then member for the city of Edinburgh?—A. He was.

Mr Talbot—Q. Having been beaten in 1837 upon your clauses, and also upon your independent effort by your own member, did you, the next year, without law, raise your rental?—A. We raised our rental next year in the way I have stated.

Q. By one-eighth?—A. Yes; we took upon nine-tenths instead of four-fifths.

Q. And you continued to levy that till the Sheriff's decision in Mr Malcolm's case?—A. We did.

Q. You did that for the four and a-half years from 1837 to 1841?—A. Yes.

Q. Of which you have since paid back L.3000 odds?—A. There has been a large re-payment. It has not come under my knowledge.

Q. And there is some more to come, if people apply for it?—A. There is.

Q. Have you seen the declaration under the standing orders regarding this bill?—A. I have.

Q. Have you a copy of it?—A. No, I have not. [A paper was shown to the witness.]

Q. Is that it?—A. It is.

Q. Does that declaration state the revenue at L.16,600?—A. It does.

Q. And it proposes to borrow money for the new works upon the security of the existing supplies: There is no mention there of any provision for additional rates?—A. No.

Q. When was that deposited?—

By the Committee—Q. How came it to be omitted in drawing the bill?—A. I included the clause in the draft of the bill which I prepared. It was then remitted to counsel to prepare another bill, mine being the heads of the bill, and he prepared it, and he included the rate clause in his bill; but the fact is, we were in great difficulty as to what precise rate clause,—whether we should take one shilling upon

* The following is the official declaration by the Water Company above referred to, made in compliance with the standing orders of the House of Commons:—

"EDINBURGH WATER.—DECLARATION.

"In the matter of a proposed bill to alter, explain, amend, and enlarge, and to repeal certain of the powers and provisions of several acts of Parliament relating to the Edinburgh Water Company, and to enable the said Company to bring into Edinburgh an additional supply of water, for the purposes thereof.

"I, JAMES BALFOUR, Writer to her Majesty's Signet, Edinburgh, and clerk to the Edinburgh Water Company, acting under the authority and in execution of the several acts of Parliament relating thereto;—videlicet, an act passed in the fifty-ninth year of the reign of his Majesty King George the Third, intituled, 'An act for more effectually supplying the city of Edinburgh, and places adjacent, with water;' and of another act, passed in the seventh year of the reign of his Majesty King George the Fourth, intituled, 'An act for more effectually supplying the city of Edinburgh, and places adjacent, with water; and for supplying the town and port of Leith, and places adjacent, and his Majesty's dockyards at Leith, with water;' and of another act, passed in the fifth year of the reign of his late Majesty King William the Fourth, intituled, 'An act to enable the Edinburgh Water Company to borrow a farther sum of money;'—and duly authorised by the Directors of the said Company to make and subscribe this declaration.

the four-fifths rental, or tenpence upon the full rental; and we conceived that we could, with equal ease, get the clause brought into our bill in the committee

ration, do hereby declare that the works executed by such Company, under the authority of the said recited acts, are existing public works, and that the works intended to be made, under the authority of the said proposed bill, are to be made out of money to be raised upon the credit of present surplus revenue, under the control of the said Directors, in virtue of the said recited acts, to be amended as aforesaid, such revenue being of the nature and amount following:—

“Gross annual revenue, deduced from the results of three years preceding Martinmas 1842.

1. Arising from rates and duties	L.16,580	15	2
2. “ “ rents of property	82	10	0
	L.16,663	5	2

From which deduct annual expenditure, deduced from the like data:—

Salaries of officers	L.1373	11	1
Rent and taxes	114	12	5
Wages	686	5	4
Repairs	672	15	10
Office expenses	279	1	8
Miscellaneous, including law expenses	646	17	4
Interest on existing debt	3437	5	0
	7,210	8	8

Present surplus revenue L.9,462 16 6

The existing debt of the Company, borrowed or incurred under the powers of said recited acts, is, as at Martinmas 1842, L.85,307, 14s. 10d., the interest of which is included in the above expenditure; but the Company have sold 1960 shares of the Company, producing, after deducting the share of the auction duty paid by the Company, and a sum on account of the charges connected with the sale, L.49,522, 2s. 2d., which, if not otherwise directed by the said proposed bill, is applicable to the payment of the Company's debt. Should it be so applied, this will reduce the debt to L.35,785, 12s. 8d., the interest of which will be L.1431, 8s. 6d. instead of L.3437, 5s. as charged above, —inde, add to surplus revenue the difference between these two last-named sums of interest L.2,005 16 6

Amount of surplus revenue, if funds applied as above L.11,468 13 0

“Given under my hand, at Edinburgh, this 30th day of January 1843. Prepared and signed by me, by authority of the Directors of the Edinburgh Water Company, JA. BALFOUR.

Clerk to the Edinburgh Water Company.”

With reference to the above Declaration,—when the bill was before the Standing Orders Committee of the House of Lords, on 27th June, Lord Shaftesbury in the chair, it was opposed by Mr Johnson of Bavelaw through his agent, Mr Deans, on the ground that the standing orders had not been complied with in several particulars, which he specified. One of the objections taken was with reference to this “Declaration;” and the proceedings are thus narrated in the “Minutes of Evidence taken before the Lords’ Committees on Standing Orders:”—“Mr Deans states, that, with regard to the second petition, the first objection is, that No. 224, sections 1, 4, 5, and 6 of the standing orders has not been complied with, inasmuch as no subscription contract has been entered into for payment of three-fourths of the estimated expense of the new works proposed to be made under the bill, and no portion of the amount of

as well as at the commencement; and in that way we were induced to postpone it till we should have farther time to consider the matter; but we all along contemplated having a rate clause.

Mr Talbot—Q. But you never made it public till the new Company was dead?—A. We never made it public till we applied for the bill.

Q. Just read the minute of the meeting of the 7th of March?—A. “The meeting having been called for the purpose of adjusting the report to be laid before the general meeting of the Company to be held to-day, the report, as prepared by Mr Balfour, was read and approved of, Councillor Murray having made the following statement against it—That, considering this Company introduced a bill into the present session of Parliament, which contained no rate clause (and that at a time when a rival Company had been formed), an implied pledge was thereby given to the public, that an increased supply of pure water was to be introduced into the city without additional charge to the citizens; and, except that the said rival Company has since been dissolved, no change of circumstances has occurred to justify alteration or increase in the water rate, it is, therefore, impolitic, inexpedient, and in some respects unfair, to alter or increase the rates exigible under the existing acts of Parliament which regulate the affairs of the Company.”

Q. Now, have you the report which was made to the general meeting?—A. Here it is. [Producing the same.] The following passage was read:—“There is another clause, not yet included in the print of the bill, which has occupied the attention of the Directors,—an additional rate clause. As the Company will, under the bill, have to bring into Edinburgh a great additional supply of water for the use of the community, at an expense of L.111,500, the Directors considered it fair and reasonable that the Company should be allowed a further rate, to enable them to defray this expense, but they resolved, in the meantime, to delay introducing a clause into the bill for this purpose until it went into committee, that they might have an opportunity of more fully considering the terms in which it should be framed: the Company's solicitors having subsequently stated, that it would be better to bring in the clause under a petition to the House, the Committee of Directors again took the matter into consideration. They have, however, instructed the Company's solicitor to apply for leave

such expense has been deposited, as required by section 4 of the standing orders.

“Mr Webster (agent for the Water Company) submits, that this standing order does not apply to a case like the present, this being a declaration of money to be raised by surplus revenue.

“Mr Deans states, that Mr Webster's answer is satisfactory—that that answer will apply to the second head of this objection, and that he consequently waives this objection.”

After a considerable number of objections had been made (four of which were sustained, and the promoters informed that they would be reported to the house as cases in which their Lordships' standing orders had not been complied with,) the following examination, on oath, took place:—

“Mr Webster to Mr Balfour—Q. Did you prepare the declaration?—A. I did.

Q. Is it signed by you?—A. It is.

Q. Did you make and sign that declaration by the authority of the Directors of the Company?—A. I did.

Q. Is it correct?—A. It is.

By a Lord—Q. That is after paying interest?—A. After paying interest.”

to bring in a clause, in whichever of these forms the Directors may ultimately fix, if it be competent; but if they must choose at present, then to take the clause for one shilling per pound.*

* The following is the clause as finally brought before the Committee of the House of Commons on the bill and rejected by them, with an outline of the discussion regarding it, abridged from the report furnished by the correspondent of the *Caledonian Mercury*:—

“House of Commons, April 25.

“The Committee resumed their sitting this day at twelve o'clock.—Mr T. D. Acland in the chair.

“The proceedings were opened by Mr Andrews. He begged to call the attention of the Committee to clause V., page 48. He submitted, that such clause would be found to be equitable, and although much opposition was to be offered to it, he felt confident that its necessity was obvious, and would therefore be allowed to stand part of the bill. It ran as follows:—

“**RATES TO BE TAKEN.**—And be it enacted, that from and after the term of Whitsunday next after the passing of this act, the rates and duties to be paid to the Company by all persons whatsoever having water conveyed from the reservoirs and pipes belonging to the Company to their private houses and other premises, not being breweries, distilleries, or other manufactories, hotels, public establishments, or shops requiring an extraordinary supply, shall be chargeable according to, and upon four-fifths of the real rent or annual value of the said premises, and such rates and duties to be so paid to the Company for private houses and other premises, not being shops or warehouses requiring an ordinary supply of water, shall not exceed one shilling per pound on such four-fifths; and such rates and duties to be so paid to the Company for shops and warehouses requiring an ordinary supply of water, shall not exceed one pound five shillings per centum per annum on such four-fifths, and shall not in any case be calculated on a rent exceeding one hundred and twenty pounds per annum: Provided always, that the rent or value of all premises supplied with water by the Company, which are assessed for the police tax for the said city, shall be taken and calculated by the Company according to the rental or value disclosed by such assessment for the police, so long as the same shall be levied upon four-fifths of the rent or value of the premises assessed, unless the Company shall consider that such rental or valuation does not disclose the true rent or value, in which case the Sheriff shall determine the amount of such rent or value, and his determination shall be final and conclusive.”

“Mr Andrews.—The present clause asked for a rate of one shilling in the pound, and he challenged his learned friend to say, that such a sum was excessive, or more than a fair charge upon the promised outlay. This additional rate was to be opposed, but he would like to hear from his learned friend, Mr Talbot, the name of any one town in Great Britain where so small a rate was paid for so abundant a supply. The Committee had it in evidence, that after the outlay was made, the Company would not, even with an increased rate, gain more than four and a half per cent. upon their capital, and he would ask, was that an equivalent remuneration? When the bill was first passed establishing and empowering the Company, they were secured by Parliament six and a-half per cent.; was that act of the Legislature to be looked upon as an *ignis fatuus*, or to be taken as a fair remuneration for the great benefit conferred upon the city of Edinburgh, by supplying the inhabitants with wholesome water? The scheme might have failed, and then the outlay would have been altogether lost, and the shareholders must have been the losers. They were entitled to make six and a-half per cent., but it was in evidence that the Company were for some time making but three and a-half; and his learned friend was perfectly well aware, and indeed no one better so, that in schemes like the present, shareholders were allowed to make from seven to eight, and even to ten, per cent. upon their outlay. Could his learned friend show that the Company ever exceeded their Parliamentary power

By the Committee—Q. Were the proceedings of that meeting private or public?—A. Public.

Dean of Faculty—Q. It was all in the newspapers the next day, I suppose?—A. I believe it was.

of division of profits; on the contrary, they were often under, and never above the sum allowed. He was not there asking the Committee for a clause to give the Company six and a-half per cent., for the rate would not afford, according to indisputable evidence, more than four and a-half upon the outlay. It was said that a sufficient quantity of water was already at the command of the Company, but such was not the fact. What was the present supply? The evidence went to prove, that 250 cubic feet a minute was the outside; and it would be remembered that this was subject to fluctuations. That supply had been known to diminish, and fall to as low as 100 cubic feet a minute, and hence the complaints of insufficiency. Where, then, were the Company to look to in time of drought, for the necessary supply, but to those sources proposed? Such, then, being the case, he felt confident, that he appealed not in vain to the Committee to grant the clause as now amended.

“Mr Talbot had again to open his mouth upon the question. He would address himself to the question which was most important to his clients. The Water Company tell us they intend giving an additional supply of water. To this the inhabitants of Edinburgh say, so far so good; but if we are to have it, let it be at the price fixed in 1826. The Company refuse, and say, if we give you more, you shall pay accordingly; but the inhabitants, not wishing to pay more than they agreed to in that year, determined to make that supply answer all their wants. That this supply was insufficient had not been proved; true, one year of great drought had been adduced; but what said the Company last year,—the supply [from Bavelaw] was as much as could be expected, and sufficient to answer the wants of the inhabitants. Now, if the people were to have an additional supply forced upon them, let it not be at an increase of rate. In the year 1826, a solemn compact had been entered into by the Parliament and the Water Company, binding upon the inhabitants of Edinburgh; has that been held sacred? No; and by whom was it broken? By the Company themselves. A distinct bargain had been entered into on the part of the public and the Company; and we to the letter adhere to that bond. We are told that the additional rate was necessary for the carrying out of the proposed works. But we deny this; the object was to debar any attempt at competition, by securing the only means of bringing water into the town. If, then, the Committee thought that the Company were entitled to shut out all possibility of competition, he trusted they would order that additional supply to be given at the same rate as in the act of 1826. After going through the various points of the evidence advanced in support of the bill, and pointing out what appeared to the learned counsel the many discrepancies, he concluded by calling on the Committee to reject the clause.

“The Chairman then ordered the room to be cleared, and, after deliberating for about twenty minutes, declared the clause to have been negatived.

“The Committee then, through the Chairman, wished to know if it was the intention of the promoters to proceed with the bill.

“Mr Austin answered in the affirmative, and it being now three o'clock, the Committee adjourned till twelve to-morrow.”—*Caledonian Mercury*, 29th April 1843.

The following is the official intimation to the Town Council of the rejection of this clause for increasing the rates, and taking up a new rental in cases where the Company considered the police valuation too low:—

“London, 25th April 1843.

“EDINBURGH WATER BILL.

“DEAR SIR,—We have the pleasure to inform you, that after a speech from Mr Andrews in favour of the rating clause, and an answer by Mr Talbot, the committee-

Mr Talbot—Q. Has notice been given to your creditors for a reduction of the rate of interest?—A. There has.

Q. From four per cent. to what?—A. Three and a half.

Q. When was that?—A. It would be before the 25th of February. We are obliged to give three months' notice.

Q. I see in the case the Company have circulated, a statement that they have made gratuitous payments of L.4000 for compensation to the millers. Has that very circumstance of their making that payment been made the subject of a complaint by the inhabitants of Edinburgh to the Commissioners appointed under the act?—A. I do not know that there has been any complaint made against us upon that subject. I do not know that there has been any complaint on account of their having made that payment.

Q. I am speaking of the L.1600 paid in the course of last year, by way of compensation, in part, to the millers. Do not you know that a complaint has been lodged with the Commissioners to disallow the expenses you had so incurred?—A. Yes, there has been a statement made upon that.

Q. Upon the ground that the public ought not to be charged with that burden?—A. Yes.

Cross-examined by Mr M'Neill—Q. You told us that there was great difficulty in disposing of the stock at first. In point of fact, was ever any portion of it sold under L.25 a share?—A. I cannot remember.

Q. Do you believe that any part of it was sold under L.25?—A. I cannot tell.

Q. Did you ever hear of its being sold under L.25?—A. I never heard of it, but it may have been, for anything I know.

Q. You told my learned friend, the Dean of Faculty, that the Directors never held the stock for behoof of the Company?—A. I did so.

Q. Did you say that advisedly?—A. With the exception of the stock, with reference to which I gave an explanation,—the 1200 shares, of the value of L.30,000, I explained how they held those.

Q. They were held in behoof of the Company?—A. They were held by the parties themselves in their own behoof, and the risk having ceased, and the works having been carried through, they gave the shares up to the Company.

room was cleared a little after two o'clock, and after a few minutes' deliberation, it was announced that the rating clause was *negatived*.

Mr Andrews then proposed, that the Committee should be adjourned till to-morrow, to give the promoters of the bill time to deliberate and re-arrange the clauses. The committee-room was again cleared for a minute, when it was announced by the chairman, that the Committee in negating the clause, resolved that they did not mean to give the Company any increase of rate. He added, that if the promoters of the bill wished the Committee to adjourn, to give them time to deliberate whether they would proceed at all with their bill or not, the Committee would consent; if not, they would proceed to the clauses at once.

Mr Austin told the Committee that it would save time, in the end at any rate, to adjourn till to-morrow. The Committee then agreed to do so.

What the Water Company will resolve on, there will be no opportunity of hearing before post time. We rather think the Committee will not give them the power of taking the Colzium Springs. We are, dear Sir, your faithful servants,

SPOTTISWOODE & ROBERTSON.

J. Sinclair, Esq., City Chambers,
Edinburgh."

Q. Do you make the statement advisedly to the Committee, that these shares were not held for the behoof of the Company?—A. I have given you the explanation.

Q. Will you turn to the account of 1822, which I will now put into your hands, and tell me what is the meaning of that entry at which I have made a mark. [An account being shown to the witness.] Read the entry, if you please?—A. "The remaining 1200 shares subscribed by the Directors for behoof of the Company, making the whole capital L.135,000, in terms of the act of Parliament."

Q. Now, were not those held in behoof of the Company?—A. They were held in behoof of the Company in the way I have stated.

Q. You say you cannot tell us when those 1200 shares were sold?—A. I cannot, from my own personal knowledge.

Q. You have stated that the price paid for Listonshells was L.5500 odd pounds?—A. The disposition is in consideration of the sum of L.5500, with L.99, 9s. sterling; that is the interest.

Q. What is conveyed for that?—A. The springs with power to search for further springs, and to take ground for conducting the springs,—and also the plans and surveys.

Q. Let me call your attention to your judicial statement in the proceedings in the year 1833. In the action against Mr Johnson, I find a statement that the sums paid so as to get the 203 cubic feet per minute, were L.2500, being L.2225 sterling for the land, and L.275 for the water,—How do you make the two statements tally?—A. Quite easily; the springs in the lands of Listonshells were first purchased by Sir Patrick Walker, the Members of the new Company, from Sir Robert Liston, and then we bought them from Sir Patrick Walker, and paid the sum in the disposition.

Q. Then, you paid to Sir Patrick Walker and his friends L.2500 more than they had paid for the property?—A. We paid a good deal more than they had paid, because they had been at a great expense in making surveys.

Q. In point of fact, you paid to the Company, then in existence, the sum of L.2500 over and above the price of the springs and the land?—A. Certainly we did.

Q. That is not in your accounts, I believe?—A. I don't know anything about the accounts.

Q. When your act of 1826 was applied for, does it consist with your recollection that Mr Telford was examined as a witness in support of the preamble?—A. I do not recollect anything about that.

Q. Are you under an obligation to give a certain quantity of water to Sir Robert Liston, or his representatives?—A. There is a reservation to Sir Robert Liston or Sir Patrick Walker, of power to take water for the purpose of his farm, and also for ornamental use; it does not diminish the quantity below what we require.

Q. You are not under an obligation to give any precise quantity?—A. No.

Q. Then, was Mr Jardine correct in saying that you are bound to give him seven cubic feet per minute?—A. I understand Mr Jardine to say, that that was the conjectural quantity that would be required.

Q. But you are not bound to give him any, provided you require the water yourselves?—A. Not for ornamental purposes.

Q. The obligation is expressed in the infetment?—A. Very likely it is. It will be in the disposition.

Q. According to the existing state of matters, the inhabitants of Edinburgh are very much at the mercy of the millowners upon the Esk as to the supply of water?—A. If there is a deficiency, they are.

Q. Would the inhabitants have been exposed to the same risk if the Listonshiels and the Black Springs had been brought in as was proposed?—A. I should think they would have been exposed to very nearly the same risk, because, if we had brought in the Listonshiels Springs last summer through the Crawley pipe, and the reservoir had failed altogether, we never should have dreamt of paying the L.4000 to the millers, in order to let the Crawley and Glen-corse Burn go to Edinburgh, but we should first have let the people of Edinburgh take the water from Listonshiels, which, having suffered a decrease also from the drought, of course would not have afforded much more water.

Q. What reason have you to know that the Listonshiels and the Bavelaw and the Black Springs suffered last summer, except from the general drought of the season?—A. I have no particular reason for knowing that.

Q. For knowing whether they suffered more or less than the Crawley?—A. No; except that the general drought which prevailed could affect all springs.

Q. The drought affects surface water more than it does springs, does it not?—A. It does.

Q. Did Mr Jardine, in making his reports to the Company, give you a detailed estimate of the expense that he was to incur, of which we have got the gross amount,—I mean the expense for cutting the embankment, and laying the pipes?—A. I am not aware that he did. I do not think he did more than give us the results.

Q. He did not give you a specification of prices?—A. I do not think he did. He gave in the Parliamentary report.

Q. You have given in evidence that the sum to be paid to Lord Morton is about L.12,000?—A. I did not say that.

Q. That was the result, I think,—You made an offer for the land to Mr Scott of Malleny, did you not?—A. We made an offer to Mr Scott of Malleny to be permitted to carry on our works upon his estate for the prosecution of the Bavelaw Reservoir, but he did not accept of it.

What was that offer? In the first place, how much were you to take from him?—A. I cannot say.

Q. Who can tell us that?—A. Mr Jardine will be able to do it.

Q. Was not there 120 acres to be taken from General Scott?—A. If I had the letter-books I would be able to say that.

Q. Do you recollect the sum that was to be paid?—A. No.

Q. Will you turn to the minute of the 26th of January, in the present year, and read it?—A. "The meeting authorise an offer to be made to Mr Scott of Malleny of L.2700 for 120 acres of his ground for a compensation reservoir."

Q. Are you able to state whether that ground is in any respect inferior; and if inferior, in what respect to the ground that you propose to take from Lord Morton?—A. I do not know.

Q. That is an offer made by you in virtue of your power under the 7th of Geo. the IV.?—A. I understand so.

Q. Before your Company was established at all, I believe the public wells were supplied gratuitously

out of the springs brought in by the Magistrates?—

A. I understand so.

Q. Do you know that it was held out in some of your statements that your Company were to continue the supply to charitable institutions, as before?—A. I do not know.

Q. In point of fact, do not you charge the Charity Workhouse for the supply which you give them?—A. We do.

Q. That is a very great establishment, is not it?—A. It is.

Q. The inmates amount to several hundreds?—A. They do.*

* In the "Statement" advertised by the Water Company, in the *Courant* of the 15th September 1825, which was prepared for them by counsel (the present Lord Fullerton), as explained in Mr Talbot's speech, there is some curious information on this subject. This voluminous "Statement," extending to six columns, includes ten "propositions" made by Sir Patrick Walker's proposed Company, to the Directors of the present Company, as the basis of an arrangement, which was afterwards completed through the instrumentality of Provost Trotter, for withdrawing all farther opposition; and it likewise includes specific "answers" to each of these ten propositions. The last of these propositions and answers refers to the gratuitous supply of the poor by the erection of additional public wells in Edinburgh, and to the gratuitous supply of charitable institutions in Edinburgh and Leith. They are as follows:—

"PROPOSITION.—Lastly, that the Company be bound, by the conditions of the new act, to give a supply of water *gratis*, on the requisition of the Lord Provost and Magistrates of Edinburgh, for the new extended royalty, and the public works of Leith, on the requisition of the Magistrates of that port, as is done for the use of the poor and public works of the Old Town of Edinburgh."

"ANSWER.—Lastly, there is no necessity for the clause here proposed. The Directors have hitherto supplied most of the charitable institutions with water. There has been no complaint on that account, and they will do in Leith what they have always done in Edinburgh."

The manner in which the Directors of the Water Company fulfilled this solemn public pledge to the community of Edinburgh and Leith, as regards the gratuitous supply of their charitable institutions, has been quite in keeping with all their other proceedings. After the arrangement was made for extinguishing the other Company, and the act of 1826 was passed for carrying that arrangement into effect, the Water Company began to charge all the charitable institutions in Edinburgh for the water which they used,—many of them at exorbitant rates,—and they did not afford the promised gratuitous supply to the charities of Leith; so that there is not a single charity in Edinburgh or Leith which at present receives a gratuitous supply. The Managers of the Charity Workhouse for some time resisted the demands of the Water Company, on the ground that their institution had been supplied gratuitously by the Town Council from the old Water Works for ninety years, and that the Council had taken the Water Company bound in their act, to continue this gratuitous supply, by section 34, in the following terms:—

"And the said Company shall, in virtue of the powers and authorities hereby committed to them, and out of the rates and duties by this act granted, supply water to the present public wells of the city of Edinburgh, and perform all lawful contracts entered into by the said Lord Provost, Magistrates, and Council, under the before recited acts, or either of them, and free and relieve them of all obligations incumbent on them for, or in respect of supplying water either to the inhabitants, or to any of the public institutions in the said city, over and above making payment to the said Lord Provost, &c., of the interest of the sum of money hereinafter specified."

The Company contended, that although the Charity Workhouse had for ninety years been supplied with wa-

Q. How many are assenters, and how many are dissenters, of the parties whom you have scheduled under this bill?—A. I cannot positively say.

Q. Under the act of 1826, you are bound to keep a register of the quantities which enter your pipes from your streams. Now, I want to know if that register has been regularly kept?—A. I do not know of any such clause.

Q. Will you turn to clause thirty-six?—A. That refers to three particular years, and that was all done.

Q. In point of fact, is there a register kept?—A. There was the register kept which the clause applies to. It was only required for those years. It was for a particular purpose.

Q. Has such a register been submitted to you by any of your officers?—A. You have the clause in your hand referring to the register.

Q. In point of fact, have you any register of the

ter gratuitously by the Magistrates, there was not, strictly and technically, any "obligation," or written "contract," in terms of the *letter* of the act, binding the Magistrates to continue that supply, and therefore that the Managers of the Charity must submit to pay L.60 a-year for water to the pauper inmates of that institution, beginning at January 1832. The Managers refused to pay this demand. The Water Company threatened to cut off the supply of water. The Managers, on 12th April 1833, applied for and obtained an interdict. In January 1834, the Company raised an action of declarator of their right before the Court of Session, which, in Mr Malcolm's case, has since been found to have no jurisdiction under the act. The two actions were conjoined, and cases were ultimately ordered. In December 1834, Lord Fullerton gave judgment in favour of the Company, but without expenses. The Managers appealed to the Inner House: and, on the 28th February 1835, the decision of Lord Fullerton was reversed, and the Company found liable in expenses. The Company appealed to the House of Lords, where they obtained a decision in their favour, with expenses, although it has since been decided by their Lordships, in Mr Malcolm's case, that they have no jurisdiction under the act. By these legal proceedings, upwards of L.1000 of the funds of the charity was expended.

The Water Company have proceeded in a similar manner regarding the exaction of contributions from other public institutions; and the charges have been generally made at a very extravagant rate. For example, in the Royal Infirmary, during the last two years, the daily average number of patients, nurses, and other persons living within the walls, has been somewhat below 400. Dividing this maximum number into families of five persons, which is the usual average, the result is equal to 80 families. The same individuals treated in their own houses would be charged three shillings a-year for water to each family—on their rates being paid in advance by the proprietors of their respective houses. Now, according to this rule, the Infirmary could only be charged, at the very utmost, L.12 a-year. And even assuming that, on an average, each of the persons in the Infirmary consumed double the quantity of water which they would have consumed in their own residences, the greatest amount which the Water Company could, in that case, claim, would be only L.24. But, for a considerable period, they have claimed and received fifty pounds a-year from this public charity, which is supported mainly by voluntary subscriptions and church collections! Their charge for water to Gillespie's Hospital has, on a complaint from the Governors, been reduced nearly one-half, by decree of the Sheriff. These are specimens of the mode in which this rapacious Corporation has fulfilled the solemn pledge given by them to the public, in 1825, before applying to Parliament for increased powers,—that "*the Directors have hitherto supplied most of the charitable institutions with water: there has been no complaint on that account, and they will do in Leith what they have ALWAYS done in Edinburgh*"!!!

quantity of water that enters into your pipes?—A. I have none.

Q. Have any of your officers, to your knowledge?—A. I am not aware. I was not the clerk of the Company at the time that register was kept.

Q. You give us to understand that, consistently with your knowledge, no such register was kept?—A. I do not know anything about such a register.

Q. Is there a register kept of the quantity that comes into the cistern at the Castle Hill?—A. There is a report made to the Directors of the quantities brought in at different times, that is entered in a book and laid upon the Directors' table every fortnight.

Q. You have not that book here?—A. No.

Q. We have heard a good deal about complaints made as to deficiency of supply; I want to know from you, whether any steps have been taken under the act to compel you to give an additional supply to that which was voluntarily furnished to the inhabitants?—A. There have.

Q. What were those?—A. An application was made to the Parliamentary Commissioners under the seventh of George the Fourth, to inquire into the state of the supply of water to Edinburgh, and to grant such order upon the subject as they were authorised to make.

Q. When was that application made?—A. About three weeks ago.

Q. Never before that?—A. No; it was made very shortly before I came away from Edinburgh.

Q. Provision was made in the act 1826 for laying you under obligation to give them necessary supply?

—A. By the act of 1826, we were not only to bring the water immediately to Edinburgh, but we were authorised to cause such a supply of water to be brought in at any future period, as from the increase of the number of inhabitants should be necessary.

Q. You spoke to a plan early in your examination,—That plan was used in a judicial proceeding against Mr Johnson, at the instance of the Company?—A. A copy of the plan; there were two copies made.

Q. I will show you one of the copies; will you have the kindness to tell me if that is a copy.—[A plan being shown to the witness.]—A. This is not a copy of the plan; this is a lithographed copy which it was wished should be laid before the jury on the occasion when they assessed the price.

Q. That was laid before the jury upon that proceeding?—A. It was.

Q. That states the quantity of water discharged from these springs at 203 cubic feet per minute?—A. This does not contain the particulars of that, but it contains the sums total of different brooks.

Q. What was the sum total of the supply from the springs?—A. It is 203 cubic feet,—it is not summed up here.

Q. But there is the sum total of each spring?—A. There is.

Q. This plan was produced and sworn to in those proceedings, was it not?—A. It was not sworn to; the plan was produced, and then, for the convenience of the court, it was wished that a lithographed plan should be made.

Q. It was you that produced it?—A. Of course the Company produced it; they got it made.

Q. I believe there was no opposition to your act of 1835?—A. There was a most violent opposition to it.*

* In 1835, the Water Company introduced a bill seeking to obtain substantially the power sought by the recent bill,—of increasing the rates to a shilling

Q. Was there any attempt under that act to get the appointment of an independent surveyor?—A. We wished to have the power, if we chose it, to have a separate survey from the police.

Q. You were defeated in that object?—A. We were.

per pound, and with liberty to appoint a surveyor of their own, in place of following the police survey. In this object they were defeated, the clause being struck out by the Committee. The bill was strenuously opposed by the inhabitants and various public bodies, who acted in concert. The Town Council, by their minutes of 7th April 1835, resolved "to oppose the 7th clause of the proposed water bill raising the rate by twopence in the pound of rental." "The clause also provides, that the Company shall have the alternative power of taking the police assessment, or making a separate valuation of their own." The Council agreed to subscribe L.30 to the Inhabitants' Committee, towards defraying the expenses of the opposition conducted by them; and, by minutes of 12th May, "on the motion of Councillor Jameson, the Magistrates and Council authorised the Chamberlain to pay over to Mr Alexander Douglas, writer to the signet, [one of the Directors of the Water Company in 1843] the treasurer to the Aggregate Committee for opposing the new water bill, the sum of L.30, agreed by the Council to be put at the disposal of that Committee."—(*Records of Council*, vol. 219, page 127.) A minute of 26th May shows the result of the opposition to have been successful:—"The opposition, as limited by order of the Aggregate Committee exclusively to the clauses increasing the assessment, the new rental, and the rate of 5s., [on the houses of the poor, formerly rated like all other houses, at 10d. per pound, according to their valued rental] had proved completely successful as to the two first points,—the Water Company having been obliged to abandon these; but the Company had succeeded in committee in obtaining a minimum assessment of 4s." The effect of this last power was manifestly to oppress the poor; for houses formerly rated at L.2 of yearly rent were then charged 1s. 8d., and those rated at L.3 of yearly rent were charged 2s. 6d. for water duty; but by the new clause in the act of 1835, above referred to, these, and all other low rates, were increased to 4s., thereby doubling the burdens of the poor, and keeping those of other classes at their former amount. The minute afterwards goes on thus:—"The Committee, from the correspondence read by the convener, and the general result of the opposition, are unanimously of opinion that Mr Richardson [solicitor in London, agent for the opposition] has conducted himself to their entire satisfaction; and also that their thanks are, in an especial manner, due to Bailie Donaldson and Mr G. Logan, now in London, whose zealous and efficient assistance, according to the solicitor's report, has been so instrumental in producing a favourable result to the opposition." "The Committee thereupon approved of and adopted the foregoing report, which they directed to be reported to the Town Council.—(Signed) R. W. JAMESON, convener." "The Magistrates and Council approved of the foregoing report, and unanimously voted their thanks to Councillors Jameson and Crooks for their exertions in opposition to the bill."—(*Records of the Town Council*, vol. 219, p. 189.)

The Writers to the Signet came to similar resolutions. At a stated General Meeting held on the 25th May 1835, Richard Mackenzie, Esq., D.K., in the chair; there was read, "Report by the Committee appointed to oppose the new Bill by the Edinburgh Water Company."—[Here follows report to the same effect as that above quoted.]—"The Report was approved of, and the Committee continued. Thereafter the thanks of the Society were voted to the Committee, and particularly to Mr Alexander Douglas, who has been very zealous in his attention to the business intrusted to the Committee, to Mr John Richardson of London, and to Mr Robert William Jameson who had acted as convener of the public bodies in opposing the bill.

(Signed) RICH. MACKENZIE, D.K."
—(*Minutes of Society*, Vol. VIII. Pp. 381–383.)

Q. Under the present bill you propose to bring from Listonshiels and Bavelaw exactly the same quantity of water that you proposed to bring in 1826?—A. No, we do not; because we cannot get it.

Q. If you look to clause 104, you see the quantity; that is just 1200 imperial gallons per minute?—A. We cannot take more than that, for we cannot get it.

Re-examined by the Dean of Faculty—Q. Is the Charity Workhouse settled with by agreement?—A. It is.

Q. Of course that agreement is not affected by the present bill?—A. Not in the slightest degree.

Mr McLaren—Q. Is not the agreement from year to year?—A. It may be altered from year to year, but we never make any alteration.

Examined by the Committee—Q. With respect to the transaction with Mr Learmonth, were there any minutes of the Company authorising Mr Learmonth to complete that purchase as trustee for the Company?—A. No.

Q. Did Mr Learmonth make the purchase without authority, or any understanding with the Company?—A. He did.

Q. Then, he having purchased without authority, and without any understanding with the Company, how did he constitute himself trustee for the Company?—A. He intimated to the Company that he had made the purchase, and that he had made it for their behoof, so as to enable them to secure the springs.

Q. Is there any minute between Mr Learmonth and the Company, constituting that trust, along with the back letter?—A. Yes.

Q. What is that minute?—A. On the 26th of October "Mr Learmonth called the attention of the meeting to the circumstance of his having made the purchase of the lands of East Colzium and East Cairns and the springs therein, for behoof of the Company, and wished the opinion of counsel to be taken as to what it would be best for the Company to do in the matter. The matter was remitted to the Law Committee." Then, on the 24th October, "Mr Learmonth also mentioned that the meeting had been otherwise called for the purpose of considering whether anything, and what, should be done in regard to the springs of water in the lands of East Colzium and East Cairns. That, having become the purchaser of these lands, in order to secure the springs for the use of the Company, he now again brought the matter under the notice of the meeting, that the Directors might do therein as might be deemed advisable. The meeting, after expressing their best thanks to Mr Learmonth for the steps he had taken for securing to the Company the springs in question, resolved to purchase, and do hereby purchase, the same from him, on account of the Company, with such quantity of the ground as may be required for a compensation reservoir, or otherwise; and remit to the Law Committee to consider as to the form of carrying through the transaction, and to cause to be adopted such steps, as they may consider necessary, for fully vesting the said springs and ground in the Company."

Q. Those springs and grounds are not included in either of your acts?—A. No, they are not.

Q. But this purchase was made upon the authority of the acts of Parliament?—A. We conceived that we had power (it may be erroneously) to purchase under those acts.

Q. Under the 23d section of the 7th of George the Fourth, you have the power, as a Company, to purchase any springs and lands which may be required for the purposes of that act. How could this spring be of use

for the purposes of that act, when you had no means of bringing it into Edinburgh?—A. We could not bring it into Edinburgh under that act, but we purchased the spring, and we thought we might succeed in getting an act of Parliament to bring it in.

Q. You have also gone into a transaction with Lord Morton to a very considerable extent, according to Mr Jardine's valuation, to the amount of about L.11,000,—What authority was there for that?—A. No other authority than the former act.

Q. Then the Company did it prospectively, looking to the possibility of getting an act of Parliament?—A. Yes.

Q. Then this Company, who hold the capital for particular purposes, and for certain limited objects, have entered into transactions to the amount of L.23,000 and upwards, in one year, without any authority under their acts of Parliament. Has the money for these purposes been consigned?—A. No.

* This able cross-examination,—to show that the Company have not the power to employ their funds in paying for the Colzium and Harperrig purchases,—was conducted by Mr A. Rutherford. The same fact was admitted, in the most unqualified manner, by Mr Austin, as counsel for the Water Company, in his speech, summing up the evidence and case for his clients, as will be seen from the following extract. It has been given at greater length than is strictly necessary, in order that it might include the whole of his observations on that point, and thus do ample justice to the Water Company:—"Whatever the conduct of the Company may have been, I think they are entitled to claim this merit before the Committee, that they have behaved with the most entire fairness as to all their past transactions,—that they have made every disclosure that the Committee can possibly expect,—that, by the examination in chief, and the voluntary tendering of evidence, we have made statements, and laid facts before the Committee, which, in the ordinary course of procedure, would have been obtained either by hostile cross-examination, or by producing witnesses in reply. I think, therefore, I am entitled to claim for the Company the merit of unreserved disclosure of all their transactions, whatever character you may hereafter choose to impute to those transactions. Now, sir, let us consider, for a moment, what they amount to upon the consideration of a question like the present. There has been a purchase, by Mr Learmonth, of the Colzium property, the details of which were given to the Committee yesterday, in full, by Mr Balfour. Now, what does it amount to? I do not mean to say that, under the powers of the existing act of Parliament, the Company, in their own person, could have purchased the estate of Colzium. It is totally unnecessary for me, in defence of the Company, upon this question, to make any such statement as that; and if it were necessary, it is a statement that I should not choose to make, because I ADMIT THE COMPANY HAVE NO SUCH POWER. Now, what is the transaction? Why, the chairman of the Company chooses to incur the risk of purchasing this estate. There is no doubt the springs of water upon the estate are exceedingly useful with a view to supply the city of Edinburgh,—that cannot be questioned; and the chairman chooses to purchase that estate; and there is no doubt whatever, that, in purchasing the estate, the object of appropriating those springs to the purposes of the Water Company was the object in contemplation. Now, I state just as distinctly,—just as unreservedly,—to you, in summing up the evidence, as Mr Balfour, the servant of the Company, the witness yesterday, stated in the course of his testimony, the Harperrig estate was purchased in a similar manner. It is unnecessary to go into the details, which must be quite fresh in your recollections. Now, what is there, in these transactions, that should induce you to say that the preamble of the bill is not proved? I should like to know from my learned friends, and especially my learned friend who has just slid into his

Q. It is only an obligation yet?—A. No.

Q. Are you absolutely bound to Lord Morton?—A. Yes; I consider so.

Q. Supposing this act of Parliament is not obtained, how do you propose to pay Lord Morton? Of course you have had that consideration before you?—A. No.

Q. Do this Company go into transactions to the extent of L.11,000, without considering how they are to be paid for?—A. We certainly have done so upon this occasion; we thought we should certainly get the act of Parliament.

Q. You consider that the contract will endure in the event of this act not passing?—A. Yes.

Q. You are bound to it?—A. Yes.

Q. Do those springs include the principal sources of water supply that could be brought to Edinburgh?—A. No; there are other sources besides those.

Q. Do you consider that Lord Morton has any

chair,—I should like to know whether he never before heard, in the course of his experience of transactions of this description, not passing with reference to an existing company, but with reference to a company absolutely applying to Parliament for most extensive and important powers, and whether he has ever heard of such transactions prevailing against the preamble of the bill. Now, supposing, for instance, when the Eastern Railway Company's bill was before Parliament, it had been stated to the Committee that a noble lord, who held property upon the line, had made a bargain for L.100,000, to be paid to him by the Company, for a quantity of land that was not worth a hundredth part of that price;—suppose the transaction had been this,—that the Company had proved their case,—that they had proved that there was a necessity, for the public benefit, for executing the line,—that the noble lord had petitioned the Committee, and had been heard against the proceedings before the Committee, and had suddenly withdrawn his opposition;—now, does my learned friend mean to say, or will this Committee adopt such a principle, that, upon that fact appearing to the Committee upon the railway bill, the preamble of the bill should have been voted not to have been proved. I should like to know whether any plan has ever been carried through committees of either house of Parliament, without arrangements of this description being made. Then, does it appear, in point of fact, that these acts have been disadvantageous to the public? What is given I have no doubt was the full price, but it does not show there has been any disadvantage to the public, as in the case I have just now been alluding to, or in the numerous cases of railway and canal bills, that are constantly before committees of this house."—(Speech of Mr Austin in favour of the Water Company, in the Committee on the bill, on 7th April 1843,—from Mr Gurney's Short-hand Notes in the City Record Office.)

It is currently reported in the city, that the Water Company intend, illegally, to include the outlay on account of the Colzium and Harperrig purchases among the debts of the Company, under the provisions of the new act. Their object will no doubt be to relieve Mr Learmonth and the other partners, who, as individuals, are responsible for these transactions, from their disagreeable situation, and throw it on the Company generally, with the view of swelling up their expenditure to such an amount as may afford a colourable pretext for afterwards applying to Parliament for increased rates. It has just been shown that it was admitted on all hands, before the Committee, that the Directors had no power to apply the funds raised under the former acts to relieve individuals from the responsibility of what Mr Talbot so appropriately designated "the Colzium job;" and it has been judged proper here to quote the authoritative declaration of the Committee on the bill, through their chairman, that they would not allow any such power under the new act; that they would grant them power to contract

claim upon the funds of the Company?—A. I do not think he would be able to make it out.

Q. Then, perhaps, Mr Learmonth and other public spirited individuals will stand the brunt of this?—A. It is possible.

Q. Have complaints been made to the Company of the supply of water, both as regards quantity and quality, to your knowledge?—A. Yes.

debts only for bringing in the Bavelaw and Listonshiels Springs by Colinton, but for no such purpose as the purchase of the Colzium Springs. On the 27th April, the Colzium clause having been thrown out, the chairman, in declaring the mind of the Committee on the whole questions connected with the rejection of that clause,—the bringing in of the Bavelaw and Listonshiels Springs by Colinton, and giving the Company protection against any legal proceedings for compelling them to bring in these springs by the Crawley pipe), said,—in respect to this particular point,—“And with regard to the contraction of debts, the Committee are not willing to sanction the contraction of any debts beyond the powers of borrowing under the present act, except so far as may be shown to be necessary for the completion of the works now referred to,—THAT IS, BRINGING IN THE BAVELAW AND LISTONSHIELS SPRINGS BY COLINTON.

Mr Austin—“Of course, sir, I can give no answer at the present moment.

Chairman—“The Committee thought that the effect of this might be to cut the proceedings very short; but they were unwilling that their views should not be known to the parties.

Mr Austin—“I never, sir, if I can help it, allow my clients to come to a sudden decision; and I am sure they cannot come to a sudden decision in the present instance. We have got a note of what you, sir, have just said. You have not, I am aware, come to a resolution; but we have a note of what you have stated. So far as your proceedings are concerned you have rejected the clause.

Mr Rutherford—“But we think it right to state, that we are willing to listen, and listen very favourably, to that proposition of enabling the Company to bring in the Bavelaw and Listonshiels Springs by Colinton. But we think that the Company ought not to be authorised to contract debt beyond their powers of borrowing, unless they can show that it is necessary for the purpose of completing the works under the powers of the act of 1826. We confirm those powers for that purpose, and take away the power of forcing you to come in by Crawley.”—(From the Copy of Mr Gurney's Short-hand Notes in the City Record Office.)

The new act, accordingly, provides (section 15) that the loan of £20,000, which it authorises to be raised, “shall be applied, firstly, in paying the costs and expenses incurred in obtaining this act, and all expenses preparatory or relating thereto; and secondly, in carrying into execution the purposes of this and the said recited acts.” These words are precisely the same as those in the bill when it was first brought into Parliament, containing the Colzium and Harperrig clauses, and when, of course, the acquisition of these springs and lands was one of “the purposes of the act,” and would, therefore, have been sanctioned by the clause. But the Colzium and Harperrig clauses were struck out, and new plans and sections, excluding these works, have been deposited and specially referred to in the act as those which alone are to be followed; and the same section (94) farther narrates, that “the Company are not, by this act, authorised to construct certain of the works described on the said plan,” originally deposited; and then it describes them so as to make it clear that it is the Colzium and Harperrig works which have been so disallowed. It is, therefore, obvious, that the cost of the Colzium and Harperrig Springs and lands never can be allowed to form an item in the accounts of the Water Company against the inhabitants; and any attempt to include them should be strenuously resisted at the proper time, by an application to the Parliamentary Commissioners and Sheriff-Depute, in terms of the act.

Q. For how long a period?—A. Last year they were very common; previously they were not so common, though I had heard them even before, more particularly in the higher parts of the town, and the higher grounds on the south of the town, and on Sir Thomas Dick Lauder's property, which is very high.

Q. Were those complaints chiefly as regarded the deficiency or the quality of the water?—A. Partly both.

Q. In consequence of those complaints being made, what steps were taken by the Company to remedy them?—A. There were steps taken for the purpose of rendering the water more pure. We have paid very great attention to that. Sir John Robinson and Mr Jardine have gone over to Paris for the purpose of ascertaining the plans adopted there.

Q. At what time were those steps taken?—A. Two or three years ago, perhaps; but it was found that those plans did not answer, and other plans were fallen upon for the purpose of making the water more pure.

Q. Were those plans adopted and carried out?—A. They are carrying out now.

Q. Then, in fact, no effective steps have been taken to remedy it?—A. No effective steps as to the purity of the water; but we hope, that in the course of a short time, the plans will be completed.

Q. The works are now in course of being carried on?—A. Yes.

Q. Have the public wells been increased since 1826?—A. No; they have not been increased. By the act of 1826, the town of Edinburgh is entitled to have additional wells, upon paying for them.

Q. During the late drought did these wells run dry?—A. Not altogether; water was laid upon them twice a day.

Q. Did the Company give the preference to them over private houses?—A. The Company gave water to them twice a day.

Dean of Faculty—Q. They can regulate the supply for these public wells, so as to give it to the wells first, before it goes to the private house?—A. I presume so.

Mr Hope—Q. Do not they keep the pipes shut off the wells between ten in the morning and five in the afternoon on Sundays?—A. I don't know that.

By the Committee to Mr Jardine—Q. Do you know whether any plan has ever existed at Edinburgh, of trying to raise water by Artesian springs?—A. I am not aware.

To Mr Jardine—Q. Do you know whether any plan has ever been tried at Edinburgh of raising water by Artesian wells?—A. No; because the soil of the town is a very hard sandstone rock, and it would not be good water if you got it.

Q. Are the Well Dean Springs considerable?—A. They are considerable, but they have been long conducted to Malleny Mill for the purpose of bleaching.

Q. Why were they purchased?—A. They were purchased to give pure water to Malleny Mills.

Mr McLaren—Q. Was not that spring purchased as a compensation for the Bavelaw waters, which were to be taken away to supply the city; and has not compensation been made without any of the water having been removed, and the inhabitants made to pay the interest of the compensation pond, leaving the other springs still as they were?—A. The springs were purchased in 1820 of Mr Read; they were merely to be in readiness to be conducted to Malleny Mills whenever the reservoir was commenced to be made

for the Bavelaw Springs. The Bavelaw Reservoir was in 1826 stipulated to be made; and then it was further conditioned, by the Malleny Mill people, that the spring shall be conducted after the passing of the act of 1826, so as to make an additional pond at Malleny Mills, for the purpose of bleaching, whether the reservoir was made immediately after or not.

Q. In fact, you have not the power over those springs now?—A. No.

Mr William Trail Philp was called in and examined by the *Dean of Faculty*, as follows:—

Q. Have you gone through the different acts of Parliament by which the Water Companies have been established, and have you prepared from them a table, showing the various rates authorised by them?—A. I have.

The same was delivered in, and is as follows.

[Here follows two large tables, which it has not been thought necessary to print.

The evidence in support of the preamble of the bill having thus been closed, Mr Austin, on the 9th April, summed up the case for the Water Company, in a very able speech, of which a manuscript report, written out by Mr Gurney, is retained in the City Record Office, extending to 122 folio pages. It occupied the greater part of the day in the delivery.

Mr Talbot commenced his speech on the afternoon of the 9th, and finished it on the following day. It extended to 216 folio pages of manuscript, as written out by Mr Gurney. The printed report being in many parts considerably abridged, does not do full justice to what was certainly a speech of very extraordinary ability. The Committee finally decided, by a majority of one, that the preamble had been proved, as stated in the following official letter to the Town Council, from their London solicitors:—

London, 10th April 1843.—(Five o'clock.)
(Edinburgh Water Bill.)

Dear Sir,—We are sorry (because it may occasion further trouble and expense), that, after an admirable speech from Mr Talbot, quite satisfactory to all our parties here, the Committee, by a majority of one, have voted to pass the preamble to the bill; the chairman announcing, at the same time, that the Committee proposed to meet the first day after the recess; and then to postpone all the previous clauses, and proceed at once to the rating clause.

Against this clause we are given to understand that the Committee is unanimously opposed. The chairman said, that the Committee proposed to go at once to the rating clause, on the conviction that it was the course most conducive to the saving of expense to all parties.

If the promoters of the bill are satisfied that the Committee will adhere to their opinion against the rating clause, they would, we should think, give up their bill, as, without it, they could do nothing with Colzium.

We are told, that if those members who voted for the preamble, could have held in any way that the rating clause was involved in it, the vote would have been unanimous against it; but, not being able to see this, they were convinced that the water which could be brought in by the Crawley Aqueduct from the Bavelaw and Black Springs, was not sufficient to supply the district properly.

We think it not improbable, that, before the Easter

Holidays are over, we may have intimation of the bill being abandoned, as without it (the rating clause) we conceive it would not be worth the Water Company's while to go on with it. But, till we do hear this authoritatively, we must proceed as if the intention to proceed still exists. We are, dear sir, your most obedient servants,

SPOTTISWOODE & ROBERTSON.

J. Sinclair, Esq., City-Chambers,
Edinburgh.

LIST OF COMMITTEE.

Mr ACLAND, *Chairman*.

For Preamble.	Against.
Lord Ingestrie.	Mr Macaulay.
Mr Masters.	Mr Rutherford.
Mr Martin.	Mr Gibson-Craig.
Sir Thos. Hepburne.	Col. Ferguson.
Mr Botfield.	Mr Ellice.
Mr Bannerman.	Lord F. G. Haliburton.
Mr Duncan.	

EVIDENCE ON THE CLAUSES OF THE BILL.

When the printing of the evidence was first undertaken, it was with the intention of giving only that portion which was led by the Water Company in support of the preamble of their bill. It has, however, since been determined to add a selection of the most important part of the evidence given on the clauses of the bill, after the Easter Recess.]

HOUSE OF COMMONS.—COMMITTEE ON THE EDINBURGH WATER BILL.

Veneris, 28 die Aprilis 1843.

Copy from MR GURNEY'S Short-hand Notes.

THOMAS DYKE ACLAND, Esq.,
in the Chair.

Mr Austin stated, that, in compliance with the suggestion of the Committee, he now proposed the 104th clause, with certain alterations, the effect of which alterations would be to exclude the Cowburn and Coldwell Springs, and to carry the Bavelaw and Listonshiels water by Colinton, completely carrying out the suggestion of the Committee; and that he should also proceed to fill up the borrowing clause with the sum of £20,000.

Mr James Rendell examined by Mr Austin—Q. You are an engineer, are you not?—A. I am.

Q. I believe you have been down to Edinburgh during the recess, for the purpose of inspecting the sources from which it is proposed to give an additional supply of water?—A. I have.

Q. Have you looked through the estimate of Mr Jardine for the making of the works from Torphin Head to Edinburgh, through the aqueduct and other works connected with bringing the Bavelaw and Listonshiels water to Edinburgh?—A. That portion of Mr Jardine's estimate, which refers to the works now proposed, I have examined.

Q. You mean, as proposed this morning?—A. As proposed by you this morning.

Q. Have you looked at the prices?—A. I have.

Q. And the quantities?—A. I have not been able to take out the quantities, except from the plan and section. I have looked at the quantities as stated by Mr Jardine, and the prices, and I think that the

prices are quite sufficient to cover the cost of the class of works to which they refer.

Q. You think it is a fair and proper estimate?—A. I think it is a fair and proper estimate, assuming that the quantities are correct, which I believe them to be.

Q. What is the diameter of the proposed pipe from Torphin Head Cistern to Edinburgh;—if you will turn to the third page I think you will find it?—A. Sixteen inches.

Q. That is a practical diameter of fifteen, is it not?—A. The pipes will of course corrode very rapidly after they are laid. I should say, that it would be a practical diameter of fifteen inches.

Q. In your opinion, would that pipe be a desirable pipe for the present purpose?—A. Inasmuch as the cost of all the works, and the laying of the pipe, with the exception of the pipe itself, would be the same, I think it would certainly be desirable to have the pipe as large, I should say, as a fifteen inch practical working pipe.

Q. The size of the pipe, I presume, would not affect the other expenses in laying it down?—A. All the other expenses would be very nearly the same. I have made out an estimate of the different costs, which I can give you.

Q. Will you inform the Committee why, in your opinion, it is desirable to have a pipe of that large diameter,—which applies to the advantage of having a second line of pipes?—A. I would point out the expediency of making that second line of pipe large enough to give a limited supply to the whole city, if it could be obtained; because I am perfectly well aware, from experience, that pipes are frequently out of order, and, in the course of years, it becomes absolutely necessary to clean them; and I have no doubt the present Crawley pipe would, if cleaned, discharge a larger quantity of water than it now does. I think, therefore, having reference to the future supply of Edinburgh, or indeed of any large town, it is extremely desirable to draw the supplies from two sources, by two separate pipes.

Q. Suppose the Crawley pipe, for instance, to be under repair, in what way would the diameter of the pipe you now propose enable the Company to continue to supply the water to the people of Edinburgh, with as little interruption as may be,—Will you explain that?—A. I will assume that the springs are not sufficient,—I will assume that the springs are as deficient as the present Crawley Springs are,—I will assume that, by an arrangement, by purchasing the water, as the Company were obliged to do in the course of last summer from the Bavelaw Burn, the water could be taken in the upper country,—then it is manifest that if they had a practicable fifteen inch pipe, they would be able to carry any quantity of water from Torphin Head to Edinburgh, larger than they have been able (always assuming that the quantity was to be had) hitherto by the Crawley pipe, and I think that would be a very desirable thing, so far as the supply of Edinburgh was concerned.

Mr Talbot—Q. What is the diameter of the Crawley pipe?—A. It varies: I understand, from Mr Jardine (for I have not taken any section), that it commences at twenty inches and terminates at fifteen; of course the smallest diameter is the actual diameter that should be calculated.

Mr Austin—Q. You told me you had made another calculation,—Have you made a calculation of a pipe

of twelve inches diameter?—A. I think I had better give the calculation for each different sized pipe.

Q. What is the cost of the sixteen-inch pipe?—A. The cost of the sixteen-inch pipe, with ten per cent. for contingencies,—I am speaking of pipe only, not of the digging of the trench for the pipe, or the paying of the compensation necessary upon that occupation—

Committee—Q. You hold these expenses to be the same in each case?—A. Yes.

Q. Those are not variable quantities?—A. No; the pipe is the variable quantity.

Mr Austin—Q. Will you give the sixteen-inch pipe?—A. The sixteen-inch pipe is L.21,583; the twelve-inch pipe is L.17,887; and the nine-inch pipe is L.13,318.

Q. That includes the pipe and laying?—A. It is the pipe; and the labour of laying it and trenching, and all the consequential expenses and damages, form a separate estimate; they applied to each different sized pipe.

Committee—Q. And those expenses are common to all?—A. Yes.

Mr Austin—Q. Those you state are Mr Jardine's quantities and prices?—A. Yes. As I have stated before, I had not an opportunity of connecting the quantities; but, looking at the plan and section, I have every reason to believe that the quantities are correct, and the prices attached to those quantities I believe to be correct. The cost of the constant quantity is L.2565. The first items I give are exclusive of that constant item which I have now given. The sum of L.2565 must be expended in opening the ground, whichever pipe you adopt, and it is that sum added to the cost of the pipe which gives you the total cost between Torphin Head and Edinburgh.

Cross-examined by Mr Talbot—Q. Will you excuse me for asking you, in the first instance, a question which may appear impertinent, but which is not in fact so. How long have you been acquainted with the cost of engineering matters,—the cost of pipes, and so on?—A. Twenty years.

Q. What advantage would you have now, in point of economy, upon the present depressed state of prices, as compared with the commencement of that period in the execution of a work? Do you understand my question?—A. I do not understand it.

Q. I presume you will go along with me in saying, that you can now execute a work of this kind at a considerable reduction of price from what it would have cost in the year 1825?—A. Undoubtedly.

Q. Will you have the goodness to put that in figures? How much per cent. cheaper would you say?—A. If you wish me, I will come prepared with estimates made as nearly as I can upon the prices of the work,—that is, the relative price of labour now with 1825, and the present and relative price of cast-iron; but to give you anything like an off-hand opinion, I must beg you to excuse me.

Q. You would not say that it was 25 per cent. less?—A. No.

Q. Twenty?—A. I fear giving an incorrect answer. I take it that the great difference would be in the cost of the pipe. I should say that, in the year 1825, the cast-iron pipes would have been very

* The period when the estimate was made for bringing in the Black, Bavelaw, and Listonshiels Springs by the Crawley Pipe, at an expense of L.43,120 for the whole works, according to the prices of that period, as stated in Mr Jardine's evidence.

different articles from what they now are, because founding was very little understood then, as compared with what it is now, particularly in those large pipes, and I think the difference would have been very considerable; but, with reference to labour, I do not think L.2000 is of any consequence.

Q. L.2000, I presume, is not any great difference; but the price of iron in 1843 is less than it was in 1825, is it not?—A. I should think, with these large pipes, it would be more than twenty per cent. I would wish the Committee to understand, without making any mystery about it, what the pipes are now charged at: the pipes are charged at eight pounds a ton.

Q. What is the highest price that they were charged at?—A. I have known such pipes to be twelve pounds ten shillings.

Q. 1825 and 1826, we know, were prosperous years. Prices were high then?—A. Prices at that time, I presume, would have been higher than they are now.

Q. The pipes are liable to corrosion, you say, when laid down,—Will the corrosion be more or less rapid, according as the pipe is kept full or only half full?—A. If the pipes are kept generally full of water, I think the corrosion would not take place so rapidly as if they were partially filled; but I know practically, that it is quite impossible to keep a pipe full, whether it is a large pipe or a small pipe.

Q. Do I understand you to be of opinion, that a sixteen-inch pipe is necessary to convey to Edinburgh, by way of Colinton, the produce of the springs which my learned friend has enumerated this morning,—namely, the Bavelaw and Listonshiels, omitting the Coldwell and Cowburn?—A. Certainly not.

Q. What pipe would suffice for that purpose?—A. If you could depend upon maintaining a nine-inch pipe, I think it would carry the water which you have there to carry; but if I was asked, as an engineer, the question what pipe I should lay down to convey that quantity of water and no more, I should recommend that not less than a ten-inch pipe should be laid for an object of that kind.

Q. But, supposing you were directed to consider the economical construction of the works, for the purpose of bringing in the produce of the springs to which I have alluded, what is the extreme pipe that you would recommend?—A. With reference to those springs to which you refer, I think, if you could maintain a nine-inch bore, a nine-inch pipe would carry it in.

Mr Austin—Q. A practical nine-inch pipe?—A. Yes.

Mr Talbot—Q. Then this pipe is taken of that diameter, with a view to a larger supply than those springs will afford?—A. I have certainly felt that in going to the expense of making a pipe from Torphin Head to Edinburgh, it would be desirable to lay down that pipe so large that you might have the means of supplying any quantity of water to Edinburgh that you could supply upon a small scale; that is, that you would give it a limited supply, and for the reasons that I give in my examination in chief,—that I think it would be extremely desirable, first of all, to have two pipes, and, having two pipes, I am sure it would be extremely desirable to have a second pipe, as efficient, or even more efficient, than the first pipe.

Q. But, suppose you have a sixteen-inch pipe, are you in a situation to fill it from the Bavelaw and Listonshiels Springs?—A. Decidedly not.

Q. The object which you have in view in the du-

plicate pipe is to afford the opportunity of raising one set of pipes, and to prevent the town being left unprovided?—A. I think that is the principal reason for having two pipes to supply the city.

Q. How often does it happen that it is necessary to clean those pipes?—A. I do not believe that it has yet happened: I have heard so. Mr Jardine can give you better evidence upon that.

Q. Do you know anything of the waste water from the Union Canal which flows to Edinburgh, or anything of the Company's power with regard to that?—A. I do not.

Q. Or the facility for communicating that water to the existing pipes of the Company?—A. I do not.

Q. Did you examine the works from Crawley to Edinburgh?—A. I did.

Q. What is the nature of them?—Is there a sort of tunnel, in which the pipe lies, for a part of the way?—A. It was described by Mr Jardine.

Q. But I ask you whether you have seen them?—A. The pipes are buried, you are aware. I saw that portion of the pipes under Prince's Street, which is passed under the Castle Hill in a tunnel.

Q. But whether it is so all the way or not, you do not know? You only have heard from Mr Jardine?—A. I think not.

Q. Is there any difficulty in laying down the duplicate pipes in the same direction as the old one?—A. Only in the opening of the ground, and laying new pipes by the side of the existing pipes.

Q. There is the same difficulty in opening the ground wherever you go?—A. Undoubtedly.

Q. On general principles, you would prefer to keep the pipe full, I think you say?—A. If you could; but I should say this, that there are extreme difficulties in keeping the Crawley pipe full, and these difficulties I will explain. I think it desirable that it should be explained:—The pipe from Crawley Springs to Edinburgh, I think, is not on a line that would be selected by an engineer of the present day. In the first place, the undulations are very considerable, and there are many ascents on the line, which seriously interfere with its discharge; and I think one of the advantages of the Torphin line of pipe is, that it is completely a uniform line of levels to Edinburgh, after the first departure from Torphin; that is, its line is not interrupted with ascents. The line is good in point of levels.

Q. Do you know what the difference of level between the Crawley Fountain-head and the town of Edinburgh is?—A. Mr Jardine states.

Q. Did you take any step to inform yourself?—A. I had not time to take any step.

Q. Will a pipe, which is partly full, discharge with the same facility, from a high elevation, as one which is kept full?—A. That is a question which will depend entirely on the comparative freedom from air in the pipe.

Q. The fuller it is of water, the less air there is?—A. Undoubtedly; but that depends again entirely on the head. I mean that, of course, the greater the elevation at which the pipe receives its water compared with the point at which it discharges it,—which is the head,—the greater the difference between these two points, as a matter of course, the greater the quantity of water the pipe will discharge; or, in other words, the higher the water will rise in the pipe.

Q. That I can quite understand; but, at the same time, I am to suppose that there are heights to which

to go would be absurd;—for instance, though you might get pipes to go up to the top of a mountain, you would not go?—A. There is no object in going beyond the point which is necessary to effect the supply of the highest part of Edinburgh.

Q. As to the height at Crawley you have not made any measurement?—A. I have not.

Mr Hope claimed a right to cross-examine on behalf of Mr Johnson.

Mr Austin objected to Mr Hope being heard upon the petition of Mr Johnson, on the ground that the petition had not been presented in proper time.

Mr Hope claimed a right to be heard upon the 64th standing order.

Mr Austin was heard on the other side.

The Committee-room was cleared.

After some time the counsel and parties were again called in, and informed that the Committee had resolved that Mr Hope was not entitled to be heard upon the petition.

Re-examined by Mr Austin—Q. My learned friend, Mr Talbot, asked you whether your principal reason for the second pipe was not the being enabled to supply the town in case the other pipe were under repair. I should like to know whether, in your opinion, the additional height is not a very important reason for a second pipe,—a pipe at the fountain-head?—A. Having reference to the extreme irregularity of the level of the different streets supplied by this Company, I think they ought to be able to command as great a height as possible.

Q. In that respect are you of opinion that the Torphin level would be advantageous to supply the town?—A. I think the Torphin level, and the proximity of Torphin to Edinburgh, make the Torphin pipe a very expedient arrangement.

Q. For the purpose of carrying the Bavelaw water to the town?—A. For the purpose of carrying any additional supply to the town.

Q. I believe you are not acquainted with the clauses, if there be any, about the Union Canal water?—A. I am not.

Q. You do not know whether the Company were in point of fact ever able to supply that to the town?—A. No; I recollect asking Mr Jardine, while I was in Edinburgh, whether there was any other means of supply, and he said that there was some power of taking water from the Union Canal, but I do not know what that power is.

Q. You do not know what the level of the Canal is as compared with the town of Edinburgh?—No.

Examined by the Committee—Q. Do the two pipes go to the same fountain-head in Edinburgh?—A. It is proposed to connect the new pipes with the old, so as to be able to discharge water into the present cisterns as well as into the service pipes.

Q. Suppose you had your pipe made of sixteen inches at Torphin and Bavelaw, and that there were a deficiency of supply in any other source, and it was desirable to bring any more water into Edinburgh, where could it be had in the vicinity of Bavelaw?—A. Where the conduit from West Bavelaw intersects Bavelaw Burn, just at the point where the line of conduit makes a right angle nearly.

Q. Taking in that burn which comes down there?—A. It would be possible to get that water into the conduit, as I am informed by Mr Jardine.

Q. Did you take any measure of that?—A. I had no means of taking any measure.

Q. Then you cannot say, from your own know-

ledge, that there would be a supply of water to fill up the vacancy in the pipe from the sources that there are there?—A. Not from my own knowledge. I might, however, say, that I walked over the ground, and the impression upon my mind which remains from that inspection is, that Mr Jardine is correct as to the possibility of taking that burn water; but I presume Mr Jardine will be able to give the Committee any evidence upon the levels which would determine the question.

Q. The old pipe appears to taper from twenty inches to fifteen, and the new pipe is of uniform diameter?—A. It is.

Q. What is the reason for that difference?—A. The reason, I apprehend, is, that in the first mile or mile and a half from Crawley to Edinburgh, there is very little fall, and it was considered that it would be desirable to have this part of the line of pipe, where there was but little fall, larger than the part where there was considerable fall.

Q. Is the case different at Torphin?—Is the descent sudden, so that you soon get a considerable pressure upon the Torphin line?—A. That is the advantage of the Torphin line.

Q. You go down suddenly, and get a considerable pressure?—A. You get a large portion of the whole fall within the first mile on the Torphin pipe. It is the very reverse of the Crawley pipe, and a reverse much to the advantage of the Torphin pipe.

Q. In looking to this pipe, have you taken into view the possibility of the further extension of this line?—Do you consider that it has been constructed large enough to take in more water than there is at Torphin?—A. The pipe is large enough to take in a much greater quantity than it will now have to discharge. The point that I have looked to more than any other, with reference to the evidence that I have given here,—namely, that it is desirable to have this large pipe, is, that you can take in the burn water, according to the levels which Mr Jardine gave me, into this pipe, if it should be necessary.

Q. Then, do the Committee understand you that you, in your survey, have looked more to the advisability of having a second pipe than to the possibility of extending it?—A. I went over the present works of the Company for bringing water into Edinburgh, and I walked over several miles of the proposed works, and the impression, or rather the conclusion to which I came was this, that if it was desirable to take in a greater quantity of water, it was certainly desirable,—if it could be accomplished at anything like a corresponding expense,—to bring it in by this new line, for the reasons which I have given.

Lune, 8 die Maii 1843.

Mr Andrews (counsel for the Water Company) stated, that there were some clauses relating to the Esk millers, in which Mr Sergeant Wrangham was interested, which it would be convenient then to take,—that the promoters of the bill had settled these clauses with the millers, making with them what was considered a good bargain for each party.

Mr Hope (counsel for the City of Edinburgh) stated, that he wished to know whether the discussion of this question would be commenced by evidence being produced.

Mr Sergeant Wrangham stated, that he wished to take the opinion of the Committee preparatory to any

discussion upon these clauses, upon the point whether Mr Hope was entitled to be heard upon them at all.

Mr Sergeant Wrangham, being asked what the clauses were, stated, that they were clauses providing for compensation out of the compensation reservoir on the Glencorse Burn, to the millers and landowners upon that burn and the North Esk, below the junction of that burn with the North Esk, and objected to Mr Hope being heard.

Mr Sergeant Wrangham proceeded to address the Committee.

Mr Hope submitted, that if Mr Sergeant Wrangham was going into the merits of the question, he should make a speech once for all; and having commenced upon his (Mr Hope's) right to be heard, he was not to enter into the merits of the question now, and to do so also at a future time.

The Chairman requested Mr Sergeant Wrangham to state the effect of the clauses put in by the promoters of the bill, in order that the Committee might judge whether Mr Hope was entitled to be heard or not.

Mr Sergeant Wrangham stated, that the effect of the clauses was to provide that, in compensation for the water abstracted by the Company from the Glencorse Burn and from the Crawley Springs, they should be obliged to discharge out of the compensation reservoir of flood-water as much water as the average contents of the burn, and also as much water as they diverted by their pipe for the uses of the citizens of Edinburgh; and objected to Mr Hope being heard, inasmuch as the only parties to take part in the discussion must be the parties at whose expense, and in whose direction and management the reservoir was to be made; or some of them for whose benefit the compensation reservoir was exclusively formed.

The Chairman stated, that the Committee were of opinion, that if Mr Hope conceived the citizens of Edinburgh would be prejudiced by these clauses, he was entitled to be heard.

Mr Sergeant Wrangham stated, that the compensation reservoir was made simply for the compensation of the millers affected, and that it had nothing to do with the city of Edinburgh.

Mr Hope stated, that he would show a distinct ground why the city of Edinburgh was interested in these clauses,—that whatever was given to the millers out of the compensation pond might bear upon the total diversion of the springs and burn, so as to cut off Edinburgh from the whole supply at present flowing by that line.

Mr Sergeant Wrangham stated, that if Mr Hope meant to contend that,—to that extent, he did not wish to shut him out, but that it was incumbent upon him to show that.

Mr Hope referred to clause sixty-four of the act of 1819, which provided, that if the supply to which the millers were entitled, under the act, was not given, the spring and the burn might be turned into the level, so as totally to cut off the supply to Edinburgh.

Mr Sergeant Wrangham submitted, that Mr Hope contended that if the requisitions of the act were not complied with, an injurious effect would follow; that he should rather have shown that that effect would follow if the requisitions of the act were complied with; that it was not to be presumed that the Committee would give Mr Hope that *locus standi* which he could only obtain by the Company making default.

The Chairman stated, that the Committee wished Mr Sergeant Wrangham, or Mr Crawford, to show

the Committee the reason for the clauses being introduced.

Mr Sergeant Wrangham stated, that he had no means of discovering what objection could be made to the clauses, and proceeded to address the Committee on the reasons for their introduction.

The Committee deliberated.

Mr Hope, being asked if he could give any evidence to show how his clients were affected by these clauses, stated, that he would show it by the construction of the act.

The Chairman stated, that the Committee wished Mr Sergeant Wrangham to proceed with his argument.

Mr Hope, being asked so state the ground of his objection to these clauses, proceeded to address the Committee.

Mr Sergeant Wrangham was heard in support of the clauses.

[The following are the two principal clauses referred to:—

“ Clause T 2—And whereas, disputes and differences have arisen between the Company and the owners and occupiers of mills on the North Esk, in regard to the quantity of water provided by the present act, passed in the fifty-ninth year of the reign of his Majesty George the Third, to be discharged into Glencorse Burn by the Company for the use of such owners and occupiers and others concerned from the compensation reservoir, constructed by the Company on Glencorse Burn, and it is proper to remove such disputes and differences: Be it therefore enacted, that the Company shall be bound, and are hereby required, at all times, after three months from the time they shall have completed the reservoir on Thriepmuir, hereby authorised to be constructed, to cause to be discharged from the said compensation reservoir into Glencorse Burn, and to allow to pass the lowermost works and drains of the Company at Crawley one hundred and thirty cubic feet and half of a cubic foot of water per minute, or as much water as shall at the time flow in or down to the said compensation reservoir, or the new course of the burn along the east side of the said reservoir, if less than one hundred and thirty cubic feet and half of a cubic foot per minute, together with a quantity of water equal to what shall be diverted at the time by the Company from Crawley Spring and Glencorse Burn, and the said compensation reservoir, for the purposes of the Company.”

“ Clause T 5—And be it enacted, that, if at any time after the reservoir, hereby authorised to be constructed, shall have been completed, the quantity or quantities of water, hereinbefore specified, shall not be discharged into Glencorse Burn and permitted to pass the lowermost works and drains of the Company at Crawley, it shall be lawful for any owner of a mill or mills, or of lands, interested in Crawley Spring or Glencorse Burn, to apply to the Sheriff-Depute of the county of Edinburgh, who is hereby authorised and required to visit the premises, or to employ a skilful person or persons to visit the same: And in case the said Sheriff shall find the quantity or quantities of water, hereinbefore specified, are not discharged into Glencorse Burn, and permitted to pass the lowermost works or drains of the Company at Crawley, he shall ordain the said spring or water, or a sufficient part thereof, to be turned into their original channel, and to continue to run in them, until the Company shall cause to be discharged, and to permit to pass, as aforesaid, the quantity or quantities of water required by

this act to be discharged into the said burn: And he shall give judgment against the Company for all expenses and damages incurred by the said owners or occupiers of mills and landowners through the insufficiency of the supply of water, and his judgment in all these matters shall be binding, conclusive, and final, to all intents and purposes whatsoever, against all bodies, politic, corporate, or collegiate, and all other persons, and shall not be liable to review by advocacy, suspension, reduction, or otherwise,—anything in this act, or any law or statute to the contrary notwithstanding.”

The following are the two new clauses framed by the Inhabitants' Committee in Edinburgh, in place of the two rejected clauses, T 2 and T 5, to which new clauses they and the Town Council's Committee obtained the sanction of the Esk millers, and thereafter of the Water Company, in consequence of which they form part of the act which has passed:—

“ 143. And whereas it is desirable, that in lieu of the several quantities of water which, by the before recited acts, are required to be conveyed down the burn of Glencorse, for the use of the lands, mills, and other works on the said burn and North Esk river, including therein the additional quantity of *three hundred and fifty Scots pints* of water per minute during three months of summer, that certain fixed quantities of water should be substituted for the same: Be it enacted, That during the period of five years from and after the passing of this act, the Company shall allow to flow through the lower gauge, herein before required to be erected, *one hundred and thirty cubic feet* of water per minute during each of the months of May, June, July, August, September, and October, and *two hundred cubic feet* per minute during each of the remaining months of the year; and after the expiry of the said five years, shall allow to flow, as aforesaid, the increased quantity of *one hundred and eighty cubic feet* per minute during each of the months of May, June, July, August, September, and October, and *two hundred cubic feet* per minute during each of the remaining months of the year: Provided always, that in the event of the compensation reservoir proving inadequate to afford the quantities of water respectively before specified, the owners of lands, mills, and other works on the course of the said burn and river, or any of them, shall be entitled to apply to the Sheriff, as provided for in the first before-recited act, who shall ordain, in terms of the said act, the said burn and Crawley spring to be turned into their original channel, and to continue to flow therein, and through the foresaid lower gauge, for the use of the said lands and mills, so long as such deficient supply shall continue to exist, and that in lieu of the before-mentioned fixed quantities of water.

“ 142. And be it enacted, That the Water Company shall have power immediately to take into their pipes, and they are hereby authorised and required, within six months from and after the passing of this act, and in all time thereafter, to take into their pipes the water of Glencorse Burn, to the extent of *one hundred and thirty and a-half cubic feet* per minute, or any smaller quantity which the burn may yield from time to time, direct from the bed of the burn, and by a course commencing at a point above the compensation reservoir, so that no part of the said *one hundred and thirty and a-half cubic feet* of water per minute shall pass through the said reservoir, or

through the present channel of the burn, but that it shall be conveyed directly into the filtering beds for the purpose of being filtered and carried directly to the said city, town, and other places, for the use of the inhabitants: Provided always, that the Company shall likewise be entitled to take such additional quantity of water from the burn of Glencorse below the compensation reservoir, as they shall deem expedient, in order that such additional quantity may likewise be filtered and conveyed to the said city, town, and other places, for the use of the inhabitants.”]

Mr Crawford (counsel for the Water Company) stated, that there was an important fact already in evidence which had not been brought to the notice of the Committee,—viz., that by the present arrangement under the act of Parliament, the millers got more water in summer than they did in winter,—that in summer they got 250 plus 110, which was equal to 360 feet,* whereas in winter they got only 255 feet.

Adjourned till to-morrow at 12 o'clock.

* There were four new clauses to which the foregoing discussion referred. The two quoted would have been exceedingly injurious to the city if they had been allowed to pass. Their effect would unquestionably have been to exhaust the present Crawley Reservoir in a short time after they came into operation, and practically to have made the Crawley Water Works available, in ordinary circumstances, only for the purposes of the millowners. They would have deprived the inhabitants of the city for ever of any extensive or permanent supply of water from the present works, and thus have ultimately forced them to sanction “the Colzium job,” in order to get a supply from that source, in lieu of that taken from them and thus given gratuitously to the Esk millers under the operation of these iniquitous clauses. Fortunately, although the Water Company strenuously supported them, they were rejected by the Committee.

With regard to the other two clauses,—T 4 was in substance adopted, and forms section 141 of the new act. It is a very good clause, requiring an additional gauge to be formed on Glencorse Burn, in order to measure the quantity of water sent past the works of the Company for the supply of the mills and lands on the Esk. The other,—clause T 3, provided that the quantity of water given to the millers under clause T 2 should be inclusive of the 21 feet (350 Scots pints) per minute, required, under the act of 1819, to be sent down the burn during three months of summer; and it likewise reserved to the owners of lands and mills all their claims of compensation under that act until the new reservoir at Thriepmuir should be completed. The following letters from Mr C. Morton, W.S., and Councillor Macfarlan, who so zealously watched over the interests of the inhabitants, while the bill was in committee, will show the feeling regarding these rejected clauses while the discussion was going on. These are specimens of their daily letters on the clauses, only shorter, being the portions confined to this single point:—

“ London, May 8, 1843.

“ MY DEAR SIR,—I had your letter this morning; and am glad to see that you take our view of the importance of the millers' clauses. They have been fully discussed to-day, and will be decided at the meeting of the committee to-morrow. Mr Hope put our case extremely well; and I am inclined to think the Committee are with us. You will get full particulars in Mr Macfarlan's letter to Mr Campbell. Some good remarks fell from the chairman, touching the Company's past conduct, which imply that while the Committee last week seemed disposed not to encourage us to speak harshly of our crippled foe, they are now turned again into the old channel. The Company have been ringing the changes

Mercurii, 10 die Maii 1843.

Mr Hope (counsel for the City) stated, that there was only one clause remaining upon which the pro-

upon the harshness of our suspicions and insinuations; while we have been saying little. They have overdone it, and brought the Committee, of their own accord, to cast their eyes back on its past history.

"I do trust that to-morrow will see us finished; but so many to-morrows have disappointed us that I can't be sure. I shall be off the instant after, for the detention is now getting rather serious.

"Ever yours,

"D. McLaren, Esq. CHARLES MORTON."

"London, 8th May 1843.

"DEAR SIR,—We have been discussing the claims of the millers on the North Esk, of which I have previously advised you. The amount I may shortly state thus:—They are entitled to compensation, *first*, for the *Crawley Spring*, and next, for the *Glencorse Burn*. The former is estimated at 50 feet per minute, the latter (at its utmost limit) at 130½,—together, 180½ cubic feet. To securing them in this, we have no objection, would they be satisfied with it; but they demand, in addition, compensation for *all that is sent into Edinburgh BESIDES*, and this they claim from forcing a little the construction of the act, which requires as much more to be thrown into the burn from the compensation pond as is diverted into Edinburgh,—meaning thereby to secure to the millers their 180½ feet; and therefore requiring that whatever *we divert* shall be sent down along with it. Were it not so, then there would be none to divert to Edinburgh at all, or the millers would not get their 180½.

"If we mean to divert to Edinburgh 200 feet by the Crawley pipe (which is about the quantity when the pipe runs full), there must be sent into the burn 380½ feet, so that the 200 may be diverted at Glencorse Bridge (the place where it comes off to Edinburgh), and the 180½ feet continue to flow on to the millers; but the millers now require an equal *additional* quantity to be sent to them and delivered below the bridge; and in order to do this, it would be necessary to throw into the burn not 380½ but 580½, and thus there would be 200 to the town and 380½ feet to the millers!! while all that they are entitled to on any grounds that can be imagined is compensation for *ALL* that is taken,—viz., the burn and the spring,—the average flow of both being at the utmost 180½ feet; so that, if they succeeded, they would get compensation *twice* over, and not a drop would be left for the city, because the pond would necessarily run dry. Were there abundance of water, the point might not be worth contesting; but where, as last year, the burn was reduced to a very low ebb, so that the city was in a wretched condition from want of water, it is a point of paramount importance, and therefore we fought it with all our might. It is not yet decided; but there is a strong impression that the Committee is with us; but I must not be too confident.

"I remain, DEAR SIR,

"Yours very faithfully,

"JO. F. MACFARLAN.

"Simon Campbell, Esq."

Councillor Macfarlan, in the above letter, proves, beyond the possibility of doubt, that the reservoir, in a very short time, would have been completely emptied under the operation of these clauses. It is equally easy to prove, as will now be shown, that, after being once emptied, it must have remained in that state for ever, by continuing to carry the clauses into effect. By clause T 2, the millowners were to get, (1.) the average ordinary discharge of the burn, being 130½ cubic feet per minute, or any *smaller* quantity which might flow, from time to time, when the discharge of the burn was *below* the ordinary average. It must, therefore, be quite clear, that, when once the reservoir was emptied, not a drop of burn water could be stored up, or taken to the city, so long as the discharge of the burn was at or below the average of 130½ cubic feet. But, by the same clause, the millers were to get the above quantities from

moters of the bill and his clients had not been able to come to a satisfactory arrangement, viz.,—that relating to the ascertaining by meter the quantity of

the burn, "*together with a quantity of water equal to what shall be diverted at the time by the Company from [2] Crawley Spring and [3] Glencorse Burn, and [4] the said compensation reservoir, for the purposes of the Company.*" Now, it is evident from these provisions, that while the discharge of the burn was at or below the average of 130½ cubic feet, not only was the Company prohibited from storing any of the burn water in the pond, or conveying any of it to the city, but they were likewise prohibited from taking more than *one-half of the Crawley Spring*; for when they conveyed the one-half, or 25 cubic feet per minute, to the city,—which would then be its sole supply through the Crawley pipe,—they were bound by the clause to convey the other half, or 25 cubic feet, to the millers; and hence it is manifest, that, during all this period (so long as the produce of the burn was at or below the average of 130½ cubic feet), not only would the pond be kept perfectly dry, but the supply to the city would be reduced, from its former scanty average amount, of 180 cubic feet, to the famine point of 25 cubic feet per minute!

But it may be supposed, at first sight, that this distressing state of matters would exist *only* during the summer and autumn months of each year; and that the floods of each returning winter and spring would again fill the reservoir. This, however, would not be the case. The operation of the clause would effectually prevent it. Let even the extravagant supposition be made, that a heavy rain commenced and continued, without intermission, for three months, both day and night, so as to increase the average discharge of the burn *threefold*, or say to the uniform extent of 400 cubic feet per minute, during the whole of that period (a case which, in all probability, never has occurred, and never will occur), still there could not, even according to this extravagant hypothesis, be a single gallon stored in the reservoir, as will immediately be seen. In the *first* place, the millers would be entitled, from this continuous supply of 400 cubic feet per minute, to a quantity equal to the average *ordinary* produce of the burn, being 130½ cubic feet. In the *second* place, they would be entitled to a quantity equal to what would be taken to Edinburgh from the Crawley Spring, being fifty cubic feet. In the *third* place, they would be entitled to a quantity equal to what would be taken to Edinburgh from "*Glencorse Burn.*" Let it be assumed, that this quantity would be restricted to 110 cubic feet, making, along with the Crawley Spring, only 160 cubic feet per minute, taken to the city, which is twenty feet less than the former average supply *that has been found too small*,—and the result of the whole would be as follows:—

	Cubic feet.
1. Average ordinary produce of the burn, due to the millowners,	130½
2. Quantity equal to the produce of the Crawley Spring taken to Edinburgh,	50
3. Quantity equal to the burn water taken to Edinburgh,	110
Total quantity due to the Esk millers,	290½
Add the restricted quantity of burn water taken to Edinburgh in order to make up, along with the Crawley Spring, 160 cubic feet per minute,	110
Sum of these, being equal to the assumed threefold average discharge of the burn,	400½

It is thus evident that under the operation of the rejected clauses, the reservoir being once emptied, never could have been filled again, in any circumstances likely to arise,—even although the quantity sent to the city were restricted to *less than the former deficient supply!*

Nothing can more clearly prove, that in endeavouring to force through the Committee clauses for thus taking

water supplied, and the enforcing upon the Company the bringing in and supplying a sufficient quantity of water, after the expiration of five years, from the passing of the act as well as before that period.

Charles Vignolles, Esq., was called and examined by *Mr Hope*, as follows:—

Q. I believe you are a civil engineer?—A. I am.

Q. In considerable practice in England, Scotland, and abroad?—A. I am a good deal consulted both in England and abroad.

Q. Are you aware whether there is any difficulty in measuring the flow of water in pipes?—A. Certainly not.

Q. Can it be done by the means used for measuring gas?—A. Yes.

Q. Or by similar means?—A. Or by similar means, on the same principle, by a very small alteration of the gas meter.

Q. Could that be applied to pipes of any dimensions?—A. Certainly.

away from the inhabitants the scanty supply of water to which they formerly had right, the conduct of the Water Company was characterised either by gross ignorance of the provisions and operation of their own acts of Parliament, or by an unprecedented degree of bad faith, and, therefore, in either case, was utterly unjustifiable.—than a comparison of their rejected clauses with those which were ultimately carried, as framed in Edinburgh by the Inhabitants' Committee, aided by a Committee of the Town Council, and to which they readily obtained the sanction of the Esk millers; and, thereafter, of the Directors of the Water Company. It was stated, as quoted above, by *Mr Crawford*, counsel for the Water Company, that the millers had right to 360 cubic feet of water per minute during the summer months, and 255 during the winter months; and the rejected clauses were framed in accordance with this interpretation of the act. Now, the clauses framed by the inhabitants, forming part of the new act, fixes the quantity to which the millers have right at only 180 cubic feet per minute in summer, and 200 feet in winter!

But the above is not the only advantage obtained, as compared with the rejected clauses. The Inhabitants' Committee were convinced, from the terms of the act, that even the restricted quantity of 180 cubic feet per minute,—although the maximum quantity allowed under the act,—was more than the average quantity which the Esk millers could justly claim; and, therefore, whilst they agreed to give them that quantity *ultimately*,—after the additional springs, from Bavelaw and Listonshiel, should be brought into the city,—they, at the same time, stipulated, that during the period of five years required for the execution of these works, only 130 cubic feet per minute should be given. And another advantage, of still greater moment to the inhabitants, was conceded by the millowners, in consideration of obtaining these fixed quantities of water. By the act of 1819, sect. 51, the Water Company are obliged "to allow the average ordinary discharge of the said [Glencorse] burn, ascertained as aforesaid, to flow into the aforesaid compensation reservoir, or reservoirs;" and thus the daily supply of fresh water from the springs and feeders of the burn, to the extent of 130½ cubic feet per minute, was necessarily mixed with the muddy flood water which had been accumulated in the reservoir for months. It was from this impure mixture, let out into the original channel of the burn, and made to flow through a pool in which the filth was washed off thousands of sheep every summer, that the inhabitants and mill-owners were equally supplied, in terms of section 54 of the same act, except that the city had right to the Crawley Springs, yielding about fifty cubic feet per minute, which was mixed with the portion of impure water taken to the city, and that a small portion of the latter went through the form of being filtered, although with very little advantage, in consequence of the imperfect condition of the filtering beds. The

Q. Without any difficulty, and without any great expense?—A. Without difficulty, and with very little expense.

Q. In that way, could a perpetual self-registering meter be used so as to show what quantity of water had flowed at any period of time antecedently?—A. Of course the index would be the register, and the answers would be read off from time to time.

Committee—Q. Are you speaking of the subject on general principle, or of a thing which you have seen?—A. The thing has been done in several instances, and I have no doubt that it can be done in this.

Q. Are you speaking of a thing that is practised?—A. It has been practised in many places; I have not practised it myself.

Mr Hope—Q. I believe you have lately been consulted as to the supply of water at Berlin?—A. I have.

Q. Have you recommended the use of a similar contrivance there?—A. I have, and it will be applied.

joint Committees, desirous of putting an end to this state of matters, and of obtaining fresh and pure water, farther stipulated that the city should be supplied, not from the pond mixture as heretofore, but by the fresh water constantly flowing down the channel of the burn, from the springs and feeders by which it is supplied; and that this water, to the extent of the average flow of the burn, should be conveyed "by a course commencing at a point above the compensation reservoir, so that no part of the said 130½ cubic feet of water per minute shall pass through the said reservoir, or through the present channel of the burn, but that it shall be conveyed directly into the filtering beds for the purpose of being filtered, and carried directly to the said city, town, and other places, for the use of the inhabitants,"—the 180 feet for the use of the mills being wholly taken from the accumulated flood waters collected in the reservoir. And the Water Company are taken bound by the act to carry this part of the agreement into effect, within six months after the passing thereof. It would be difficult to over-estimate the value of the advantages thus secured to the inhabitants, as compared with the terms of the rejected manuscript clauses, framed in London, for depriving them of their present supply, which the Company, with so much pertinacity, endeavoured to force through the Committee, without the knowledge of the citizens, to whom even their existence was utterly unknown, and whose right to object to them was strenuously resisted.

The effect of the saving to the inhabitants in the quantity of water, through the rejection of the Company's clauses, may be estimated thus:—Assuming that these clauses would, as stated by *Mr Crawford*, have been equivalent to giving the millowners 360 cubic feet per minute during summer, this would have been 3,240,000 imperial gallons per day. By the clauses carried, the quantity is limited, in perpetuity, to one-half of that quantity, or 1,620,000 gallons per day, and consequently there is a saving to the same extent. In other words, the inhabitants will get daily 1,620,000 gallons more than they would have got under the rejected clauses,—for, as before mentioned, their practical effect, in ordinary circumstances, would have been to give the whole of the Glencorse water to the Esk millers, together with one-half of the produce of the Crawley Spring. Dividing the quantity thus saved amongst the entire population of Edinburgh, Leith, and their respective suburbs, amounting to 160,000, the result will be that each family will get fifty imperial gallons per day more than they would have got if the rejected clauses had been passed.—to say nothing of the advantages arising from the superior quality of the water. It was facetiously but justly remarked in the committee-room, that if the rejected clauses had been carried, the title of the bill should have been altered to "An act for levying rates from the inhabitants of Edinburgh, to supply the owners and occupiers of mills on the River Esk with water."

Committee—Q. Do you know of any case in which the apparatus has been applied for a number of years?—A. I do not know of any such case, but there are several places where it has been applied, and where the water is so measured. The only wonder is, that it has been so long of being applied, because it is so exceedingly easy, and so much more desirable to be done than the present system. The same objections were raised to the meterage of gas as to the meterage of water. The meterage of gas is infinitely more difficult than that of water.

Q. Could you give us any notion of the expense of such a meter as you refer to?—A. Perhaps about L.5 or L.10; it could not exceed that.

Q. How many meters would be required?—A. That would depend upon circumstances,—a small meter might be made for forty or fifty shillings. In Berlin the meterage will be applied to each house in the same manner as the gas.

Mr Hope—Q. And that will be self-registering?—A. Yes.

Committee—Q. How often can the register be read off?—A. As often as the parties require; there will be a series of dials registering up to a certain number of cubic feet discharged, and it will depend upon the extent to which that is carried the number of times absolutely necessary to examine it, but I should say once a week, or it might be once a day.

Q. So that in fact there would be no difficulty in keeping a periodical and continuous register?—A. None whatever.

Cross-examined by Mr Andrews (counsel for the Water Company)—Q. I think I collect from what you have stated, that you have never seen this meter in operation?—A. I have made experiments on a small scale, with a view, before I made my report to Berlin, to satisfy myself,—that is to say, with pipes such as would do for the service of a single house.

Q. I do not myself understand the way in which you propose to have this meter,—Is it to be put into the pipe or the reservoir, or where?—A. The meter may be placed wherever it is desirable to take the account, except at the very point of discharge.

Q. But you have never seen it in operation yourself?—No, except in my own experiments; but there are several places where it is in operation.

Q. You have not inspected it at any of them?—A. No.

Q. When was the first time that any meter of this kind was employed?—A. I cannot say how long ago, but some time. The measurement of the flow of water by means of a meter has been a question considered almost as long as I can recollect. The practical application of it on a large scale I am not aware of, except in Scotland, and one or two other places.

Q. With respect to the keeping of the meter, and the registration, there must necessarily be some one to inspect the meter, and to keep an account of it, must there not?—A. The meter being placed, would register the quantity of water which passed on a series of dials in the same manner that the gas is registered, or in the same manner that the way of a vessel at sea is measured,—what is called the patent log,—on the same principle a series of dials show the velocity of the vessels, or in this case register the flow of water. The meter would remain locked up if necessary, or it might even be more desirable to let it be exposed,—any person would see the number of revolutions, tens, hundreds, and thousands of cubic feet that passed.

Q. That passed the meter?—A. That passed the meter.

Q. It would be necessary to have some one to keep the account wherever the meter was, would it not?

—A. It would be done precisely in the same manner as is done at a toll-house. The parties keeping the key would come when necessary to take an account of the register. There would be an equal protection to the Water Company and to the consumer. It might be left open to inspection.

Committee—Q. Could anybody get at the key to turn the index?—A. The index could not be turned. It might be necessary for the thing to be kept under lock; but that is a matter of detail, which I have not considered.

Mr Hope, being asked whether he contended for a right to know what quantity of water passed each separate day, stated that his clients would be content with a register once a week.

Committee—Q. Could a register be applied next the reservoir?—A. Certainly; but I merely speak to an abstract point. I really do not even know what the subject is which the Committee are discussing. It is merely an abstract proposition.

Q. There is a head reservoir, in which water is supplied?—A. It will be necessary to have a certain supply of head to work the meter.

Mr Andrews—Q. How would you apply such a meter as you speak of to a fifteen-inch pipe?—A. I have not considered the question of the application of it in any particular instance; but there will be no difficulty at all about it.

Committee—Q. Do you think it can be as easily done with a fifteen-inch pipe as with the one with respect to which you tried it?—A. Certainly.

Q. There must be pipes of various sizes on the Berlin plan, must there not?—A. I should propose a water meter for every house.

Q. There must be some pipes more than fifteen inches, and some less;—will there be a general meter?—A. There will be a general meter upon the grand main.

Q. Do you know what will be the diameter of that main?—A. They want to combine their sewerage. The large mains will not be more than about twelve inches in diameter, but there will be a number of those.

Q. If the meter will do for a twelve-inch pipe, it will do for one of fifteen inches, will it not?—A. Certainly.

Mr Andrews—Q. Supposing the pipe did not always run full, how would that affect the measurement?—A. The meter would measure the quantity of water which passed,—that would be due from the head. The pipe must be full.

Q. You assume that the pipe will be full?—A. A certain degree of pressure is necessary, in order to measure either gas or air; but a very small amount of pressure will do it. That pressure is sufficient to turn and work the meter. A certain number of cubic feet of water will have to be passed through and registered, and the bore of the pipe will be supposed to be full.

Committee—Q. Must the bore of the pipe be necessarily full, in order for the meter to act?—A. It is not at all necessary.

Mr Andrews—Q. Supposing the pipe were not full, and the meter acting, would the meter act correctly then?—A. I conceive, in that case, the meter would go more slowly; but it will be observed, that the

principle upon which the meter will act will be the pressure, with which the water will come through, and the quantity of water that will pass through will be in proportion to that pressure.

Q. I suppose your meter will be a wheel of some kind or other?—A. That does not necessarily follow.

Q. Some rotatory motion would be used, would it not?—Q. That does not follow, because a variety of meters may be employed.

Q. I should like to know in what way this meter which you speak of, or whatever it is that is to be the indicator, is to be moved?—A. If you use the principle of the present gas-meter, it will be a rotatory motion: if you use Clegg's meter, which is a differential meter, it will be a continuous flow.

Q. Which do you propose?—A. I merely speak of the general practicability of the application of it. I have not attempted to go into the detail.

Committee—Q. You think that both plans are practicable?—A. Both or either of them. I have not thought of the details.

Q. Is it possible to measure as certainly, by means of these meters, the discharge of water when the pipe is not quite full as when it is full?—A. I conceive perfectly so.

Mr Andrews—Q. Have you ever yourself tried to pass a quantity of water through a pipe, measuring the water at the same time, without filling the pipe quite full?—A. No, I have not.

Q. Supposing the pipe had a smaller point of discharge than its diameter where the meter was, would that have any effect?—A. No; I conceive not,—indeed, it is quite clear that whatever quantity of water passed the meter, that number of cubic feet would be registered.

Q. Taking your two kinds of meters,—taking, for instance, the rotatory meter,—How would that be acted upon by the water?—What part of the measuring machine, if I may so call it, would be struck by the water and impelled in the first instance?—A. The quantity of water would turn the wheel a certain number of times; and the number of revolutions,—that is to say, the rapidity with which the meter would register, would be in exact proportion to the quantity of water passed through.

Q. Supposing there was a pipe coming out of the reservoir, where would the meter be put?—A. In the pipe.

Q. Would the meter occupy the whole space of the pipe, or how much of it?—A. You are to suppose a portion of the meter intended to give motion to the register and not the whole meter itself.

Q. That portion of the meter which would give motion to the register would be in the pipe?—A. Yes.

Q. If you were going to measure a fifteen-inch pipe, what space would that meter in the pipe occupy?—A. It is not very small,—probably there might be an enlargement for letting the action of the wheel operate, and a contrivance made at that point of the pipe.

Q. The diameter of the pipe would be enlarged at that particular place?—A. Yes; but I have not considered the detail of it at all. A variety of contrivances may be made; but upon the practicability of the thing there cannot be a shadow of a doubt,—and it is done.

Committee—Q. Does this meter ever operate in such a manner as to make the supply come less rapidly?—

A. The supply is due from the head of water, and there it will be before it comes on to the meter.

Q. Will it check the flow of water into the town?—A. No; it would not check the ultimate flow of water; there might be a momentary check at the first action of the meter; but after the meter had got its regular revolutions, the quantity of water due from the head must pass through.

Mr Andrews—Q. In whatever way this meter is made, must not it occupy a certain space in the pipe, and oppose a certain obstruction to the onward flow of water?—A. Yes; but a very simple contrivance will get rid of that.

Q. As I understand, you cannot tell what amount of space it would occupy?—A. It depends upon the size of the meter and the bore of the pipe.

Q. And I suppose also the extent to which the registration is to be carried?—A. No; I do not think that would affect it, because the extent to which the registration was carried would regulate the number of dials.

Q. It would be registered outside?—A. Outside, upon the dials.

Q. The moving power would be in the pipe?—A. The moving power would be in the pipe. A still more simple way would be to use the differential meter, which is worked by very small difference of temperature, by which the flow of water would be continuous, under any circumstances, in the same manner that they are now about to measure the quantity of air supplied for the ventilation of cells in prisons, in which the amount of pressure is very low.

Committee—Q. What is the principle on which that is to act?—A. The same principle as with respect to gas. The difference of half a degree in the temperature of a small portion of the water. I am quite willing to enter into any description of it, if it is required. I merely say, that that is one way in which the quantity might be registered without a wheel.

Q. By a difference of temperature in the water?—A. A difference of temperature in a small portion of the water, which registers the quantity of the whole that is passed. It is a very ingenious and recent invention, about to be applied for measuring the quantity of air supplied to prisons.

Q. How is the temperature of that small quantity of water altered?—Q. There is a contrivance, called a differential meter, which, taking a small portion of the water passed, and raising the temperature of it half a degree,—taking a drop in comparison to a gallon, and raising it to a temperature, say, of one or two degrees higher than the rest of the water, affords a perfect registration of the whole quantity of water, and the same with respect to air.

Mr Andrews—Q. I think the place where you propose to put the meter is near the fountain-head?—A. The registration might be taken there, or at any other spot.

Committee—Q. At any place between the fountain-head and the point of discharge?—A. Yes; except at the point of discharge.

Q. We have then your decided opinion, though not the result of your experience, upon these two points: First, that this meter will register the quantity of water which passes, whether the pipe be full or not,—that it will still accurately register the quantity of water which passes, whether the pipe be full or partly full?—A. Certainly.

Q. And secondly, it is your decided opinion that it

will not impede the flow of water to any degree?—
A. Not to any sensible degree.

Q. How do you raise the temperature of the drop of water, you have referred to, in the differential meter?—A. That is not self-acting. Upon the meter there will be a small jet of flame, either from gas or from a small lamp, and that small portion of water, being raised to a different temperature, gives the proportion of the whole quantity passing, with great accuracy.

Mr Andrews—Q. If the size of the pipe were not uniform, would one meter at the fountain-head indicate truly the quantity of water passing?—A. At the point where it passes the meter.

Q. Supposing the pipe were not of a uniform size, would a meter at the fountain-head indicate truly what quantity was delivered at Edinburgh?—A. If there was a variation in the size of the pipes in different places, and one meter was placed at one point, and another at another, there might be a variation between the two, *probably*.

Q. It is all speculation all the way through?—A. They might differ in the registrations; but the ultimate quantity of water being the same, the ultimate amount of registration would be the same.

Re-examined by Mr Hope—Q. Would not the fact be this,—that if the pipe were large at the top and smaller lower down, it would not be running quite full at the top, and would be running full lower down, and that, therefore, the action would be slower, because the pipe was not full at the top, but the actual quantity of water passing would be measured?—A. If the pipe was not full the water would not flow so fast; if it was quite full there would be a greater degree of velocity; but, in practice, there is no doubt there should be at least two meters.

Committee—Q. As a check upon each other?—A. Yes; because none of these meters pretend to measure to a cubic foot, but they are right within two or three cubic feet.

Q. Do you mean within two or three cubic feet a minute, or a day?—A. In a long registration.

Q. Of a thousand cubic feet probably?—A. Yes; and a difference of two or three cubic feet would be considered trifling.

Q. What sort of per centage do you reckon for the variation,—one per cent., or what?—A. Judging from the gas meters,—the gas meters themselves, where great pipes are laid, are generally correct within about two or three per cent.

Q. A variation of two or three per cent. would not be considered material?—A. No.

Q. Gas is supplied by the same measurement as you propose for water?—A. It is.

Q. And the purchaser and the buyer are able to ascertain the quantity in this manner nearly enough for the satisfaction of both parties?—A. Yes, I am quite certain it would be much better for Water Companies to sell all their water by meter, than in the way in which it is now sold.

The witness withdrew.

Mr John Miller was called in and examined by *Mr Hope*, as follows:—

Q. I believe you are a civil engineer, residing usually in Edinburgh?—A. Yes.

Q. In partnership with Mr Granger?—A. Yes.

Q. You have been extensively employed in con-

nection with Water Companies and Railroads, and such matters, have you not?—A. I have been very generally employed.

Q. Have you heard any part of Mr Vignolle's evidence as to the practicability of applying meters to water pipes?—A. Only for a few minutes.

Q. Do you conceive it to be practicable to apply meters to water pipes, without materially impeding the flow of water, or causing great expense?—A. I think it is practicable.

Q. Without materially impeding the flow of water?—A. I do not see why it should do so.

Q. And also without much expense?—A. I do not think there would be a great expense.

Q. What do you mean by a great expense?—A. Some people call a L.100 a great expense, and some call L.10 a great expense.

Q. What would be the expense of applying a meter of this kind to a fifteen-inch pipe?—A. Judging from what I have paid for other meters, I should say that from L.100 to L.200 would cover it; I do not know what works will be necessary to be constructed for it, but the meter itself would not cost more than that.

Q. Are you acquainted with the existence of any such meter?—A. For measuring water?

Q. Yes?—A. I know that there are meters for measuring water in existence,—I have seen them.

Q. Do you know one in particular which you can mention,—Is there one connected with the Glasgow and Ayr Railway?—A. The water there is measured by a meter into the Railway Company's tank.

Q. Is that tank of considerable size?—A. Yes; very considerable size.

Q. Are you aware whether that meter has been long in operation?—A. They have been working it in Glasgow for the last two or three years, I think.

Committee—Q. Have you any idea of the number of gallons that pass in a day in the case to which you are alluding?—A. I suppose the supply is probably seven or eight thousand gallons a day: I do not think it is more.

Mr Hope—Q. Do you think that any difficulty would attend the measuring on similar principles of larger quantities?—A. I think not; I have never tried it myself, but I think not, because the principle of the meter would only have to be carried out on a larger scale; but I have not given the question any consideration.

Committee—Q. What is the bore of that pipe which measures the water into the tank of the Glasgow and Ayr Railway Company?—A. I cannot recollect.

Q. Not more than one inch probably?—I do not know that it is more than an inch, or an inch and a-half.

Mr Hope stated, that he was perfectly willing that the matter under consideration should be referred to the decision of the Sheriff.

Mr Andrews submitted, that it was much too early in the progress of this contrivance to force upon the Company the introduction of it.

Cross-examined by Mr Andrews—Q. You have never tried the meter yourself, I presume?—A. Not upon a large scale.

Q. You have never seen the meter at Glasgow, have you?—A. Yes, I have.

Q. But you have not superintended it at all?—A. No further than in connection with the work of which I have charge.

Q. Is that the Railway?—A. Yes.

Q. I think you said that there is a meter in operation now in Glasgow?—A. It is in operation, and it has very frequently been applied to the ascertainment of the quantity of water to be given to the Railway Company.

Q. They apply it occasionally,—from time to time?—A. Yes; they have not put it down permanently.

Q. What sort of meter do you speak of?—A. It is a small meter worked by wheels, by the action of the water upon the wheels. It was made by a man in Glasgow of the name of Mitchell. They are called Mitchell's meters.

Q. They are worked by wheels?—A. Yes.

Committee—Q. It is something distinct from the pipe, is it not?—A. It is applied on the pipe, but it is distinct from it. The water passing through the pipe works the meter. It registers itself by the action of the water on the wheels.

Mr Andrews—Q. With respect to a pipe of fifteen inches in diameter, where would the meter be placed,—in the pipe?—A. It might be placed in the pipe itself, or a pipe could be made for the purpose, and the water enter at one end, pass through, and come out at the other.

Q. Would it be a meter of considerable size?—A. Of course it must be, if it is to be on a large pipe.

Q. Might not the consequence of it be to introduce air with the water?—A. No, I think not.

Q. As to the working of the meter, would the water press upon a part of the wheel of the meter and turn it round,—would that be the operation of it?—A. Yes.

Q. Would the water fall upon it?—A. The motion would be given by the pressure and the rapidity.

Q. Would not the number of revolutions depend upon the rapidity with which the water came into the pipe as well as the pressure?—A. Unquestionably, because the rapidity would be regulated by the pressure.

Q. What would be the effect upon this meter, supposing the pipe was running half full,—would that produce any irregularity in the measurement of the water?—A. I think it might; but I do not think there is any occasion to have the pipe running half full, because the meter could be placed so as to have the pipe always full where the water acts upon the meter,—it might run half full to the meter, and run full at the meter.

Q. Would you diminish the size of the pipe where the meter was?—A. No, it might be done in this way: supposing a horizontal pipe running half full was behind the meter, you might have a pipe at an angle at the point where the meter was.

Q. You would put your meter upon an inclined plane in the pipe?—A. I should imagine so, but I have not considered the subject; it is only a few minutes ago that I was asked to give evidence upon it.

Q. I am aware of that. You have had very great experience in engineering of different kinds, but you have not been employed much on water-works, have you?—A. Not in the execution of them.

Q. You said that the works which might be necessary to be constructed, in addition to the meter,—in order to put it up,—you had not at all considered?—A. No.

Q. Nor the expense of those works?—A. No.

Q. With a view to see what quantity of water had passed every week, of course it would be requisite to have some one to superintend the meter for that purpose?—A. Of course, if it is necessary to

see the registration every week, a person must go to look at it.

Q. Would not the meter be subject to derangement, and get out of order, and require inspection?—A. It is of course subject, like all machinery, to that.

Q. Though it would only be necessary to go once a week to look at the result of the registration, and to see what quantity of water had passed through, supposing the meter to be regular,—would it not be necessary to exercise a constant superintendence, to see that the machinery was in order?—A. If it was required to be kept with the greatest degree of nicety, certainly a person would have to look at it every day; but, supposing it was wrong one week, by looking back two or three weeks, a person would be able to tell.

Q. Supposing you were to go in the first week of January, and register a certain quantity, and to go again at the end of the second week in January, and find a certain other quantity indicated by the meter as having passed, how would you ascertain that the meter was incorrect in its story that second week?—A. I think you would see, by watching it for a short time, whether the meter was acting properly or not. We can see it in looking at the gas-meter perfectly well. I have seen the gas-meters frequently giving out a quantity of gas, and having no effect upon the meter. Any person looking at the meter can see.

Committee—Q. A suggestion has been thrown out, that this meter might impede the supply of water, and that it might require to be constantly watched if the meter were always acting. Would not it be perfectly possible to attach a meter for temporary use, so that, instead of keeping a register of the whole amount of water passing through the pipe in a week by a continuous flow, you might take it for ten minutes, or for any time which might be necessary to ascertain the quantity per minute passing at a given time?—A. I imagine there would be no difficulty in placing the meter upon a side pipe: the water could be turned off by cocks at each end.

Q. So that you might ascertain the run of water at any given moment?—A. I think so.

Q. That, of course, would be less liable to such a derangement as has been just suggested, and to thereby being incorrect, than a permanent register?—A. Having the meter placed so, it would require less attention than a meter constantly acting.

Q. What would be the size of the side-pipe upon which the meter would be placed?—A. The side-pipe would be of the same size as the other; it would be a double pipe.

The witness withdrew.

Mr Andrews stated, that he would call a witness to prove the impracticability of the water being measured by meter, in the way proposed.

Mr James Jardine was called in and examined by Mr Crawford (counsel for the Water Company), as follows:—

Q. Have you turned your attention to the practicability of measuring by meter the quantity of water brought into Edinburgh?—A. Yes.

Q. Have you frequently attempted to devise some plan that would accurately measure the water?—A. Yes.

Q. Have you ever succeeded in doing it?—A. No; nor do I know that any other person has.

Q. Is it your opinion that an attempt to measure the water would, to a considerable extent, derange the distribution of it?—A. Yes.

Committee—Q. Let us understand what you mean by that. Do you mean to say that the adding a meter at the side of the pipe,—not constantly acting on the pipe,—will have that effect?—A. If you have any sort of meter; all that I have seen would very much obstruct the flow of water during the time of measuring.

Q. Did you hear Mr Vignolles' evidence?—A. Yes.

Q. Have you ever seen any attempt made to apply the meter which he proposes?—A. I have not seen those instances to which he alluded, but I have seen the one mentioned in Glasgow, and one at Paisley, and one at Leith; and the Water Company have got each of them and tried them, but they did not answer the purpose.

Q. To speak particularly of that at Glasgow: you say that does not answer its purpose?—A. No.

Q. On what do you make that statement? On your own knowledge?—A. Yes; it is a wheel that passes within the pipe,—a small wheel which gives an indication of the quantity of water that flows by; but it varies very frequently; it depends upon the velocity of the water.

Q. It ought to vary, ought it not,—because the water does not always flow in the same quantity?—A. Yes; but if the water moves very rapidly, the meter will show a certain quantity; if it moves slowly, it shows a different quantity; but if you measure the quantity by turning the water into a measure or trough, or any such sort of thing,—that is not the case,—the meter does not give an indication in both cases alike.

Q. Have you tried it yourself?—A. Yes.

Q. Is there any difference in principle between the application of a meter to water and to air?—A. Yes.

Q. In principle?—A. Yes.

Mr Crawford—Q. Do you think that you can accurately measure the water if there is air in the pipe, if the pipe is not full?—A. I do not think you can measure it by a meter; but by discharging the water into a cistern, or something of that kind, it would give a certain quantity.

Q. You do not think that by a meter,—if it acted, you could measure the quantity of water correctly, if there was air in the pipe?—A. I do not think so?

Committee—Q. You have not seen the meters, you say, of which Mr Vignolles spoke?—A. No; not those which he alluded to. Mr Miller alluded to the one at Glasgow,—that is the one I have spoken of.

Q. Is it not possible for you to make a meter of a simpler kind, by pouring the water for a given time into a tank, at any point upon your works, so as to ascertain what the flow of water in the pipe at that moment may be?—A. I cannot say that it is impossible, but I am not aware of any mode of its being done.

Mr Crawford—Q. When you do measure the water according to the mode you now pursue, how many people does it require to do it?—A. When it is measured at the Castle Hill, it requires three persons.

Q. Does that measurement at the Castle Hill disturb the distribution throughout the city for the time it lasts?—It does.

Q. For how long?—A. Generally for a day, and sometimes two days.

Committee—Q. Is it necessary for the principle of

that measurement to empty the water into a tank? Could not you make a separate arrangement for it, which would not derange the distribution of the water the whole of that time?—A. The derangement is by turning the water from the ordinary channels of supply into the cisterns at the Castle Hill.

Q. And you stop the flow from that cistern while you measure?—A. Yes.

Mr Crawford—Q. All the water which you distribute is not distributed from that tank on the Castle Hill,—you have a great deal distributed distinct from the Castle Hill, have not you?—A. There is only a small portion distributed from the Castle Hill.

Q. When you require to measure the water, you are obliged to turn it all into that cistern?—A. Yes.

Q. And there measure it?—A. Yes.

Q. And that impairs the distribution throughout the city for the time?—A. Yes.

Q. From what cause?—A. From the water falling off from the high parts of the town into the lower parts, and then it requires a long time to supply the upper parts, again to drive out the air and get the water in.

Q. It lets the air into the pipes?—A. Yes.

Q. When you attempt to measure it at the fountain-head again, how many men does it require there?—A. Three men, and a man to keep the time, making four.

Q. Three men and a time-keeper?—Yes.

The Chairman stated, that there was a suggestion by the Committee to insert in the clause, that the Company should be obliged to set up a meter of such a construction, and in such situations, as should be approved of, and deemed practicable by the engineer of the Company, and an engineer named by the city of Edinburgh.

Mr Andrews submitted, that the words should be added, "so as not to prejudice the supply of water."

The Chairman stated that the Committee were of opinion, that, if practicable, the Company ought to provide for the proper and satisfactory measurement of the water passing through the pipes, and that it would be very much for the advantage of the Company to give that satisfaction.

The witness withdrew.

After a lengthened discussion upon the clause, the committee-room was cleared. After some time the counsel and parties were again called in, and informed of the amendments which had been made by the Committee on the clause, which, as amended, was passed.

Clause No. 2, page 36, was read and passed.

The clause relating to the gauge at the compensation reservoir on Glencorse Burn, was read and passed, with amendment.

Clause G, page 41, was read and passed.

Clause No. 1, page 47, was read and passed, with amendment.

The clause as to works being completed in seven years, was read and passed, with amendment.

Clause Y 2, page 48, was read and passed.

The schedules were read and passed, with amendments.

The Chairman was directed to report the bill, with its amendments, to the House."

The following portion of a very long letter from Mr Morton, regarding the general effect of the alterations

on the bill, explains the history of the meter clause, which is certainly one of great value to this city:—

“London, May 10, 1843.

“My Dear Sir,—It is with a lightened heart that I say, ‘our bill is ended.’ We have had a tremendous battle to-day, on the clause, which I enclose. It has taken us the whole day, and the chairman had even to ask leave to continue the sitting. You will see it is something near the clause we formerly proposed, which was moved yesterday. Both Mr Jardine and Mr Balfour were questioned on the subject yesterday; and it appeared, from their evidence, that the register at present kept was very imperfect, being only applied once in two months, and requiring the stoppage of the water to put it into operation. At a subsequent meeting with the millowners, Mr Learmonth led Mr Jardine first to speak on this point. We asked him about meters, (the Committee having said, yesterday, that if we could show a practical and cheap mode of working a gauge, they were disposed to give it,) and his answers, while they implied that the thing could not be done, left us by no means convinced that it was so. I went to Mr Miller in the evening, and he gave quite a different account. That led me to Mr Vignolles, and he was still clearer; so we resolved, this morning, to alter our clause to meters, and to lead evidence. Mr Vignolles and Mr Miller were accordingly examined. The former gave capital evidence, and quite carried the Committee, though Mr Jardine, who was afterwards examined, kept to his own text. We have, therefore, got such meters as the Sheriff shall deem practicable and proper, leaving the question open so far.

The second part of the clause was resisted with much determination. At one time we had it; but, on a statement that it would lead to the abandonment of the bill, the Committee became somewhat lenient, and allowed a crippling discussion of a couple of hours to arise, which has ended in producing a clause much less to my mind than our own, but much better than the other side proposed; and which, I trust, will serve our purpose. Ever yours,

CHARLES MORTON.

D. M'Laren, Esq.”

The following is the clause:—

“125. FOR REGULATING THE SUPPLY OF WATER.—And for the purpose of securing to the public the full supply of water which the Company are by the said recited acts and this act enabled to afford, be it enacted, that the Company shall provide and maintain upon their main pipe from Crawley and upon their main pipe from Torphin (when the same shall be formed) such meters as shall be deemed practicable, and shall be approved of by the engineer of the Company and an engineer to be named by the Lord Provost, Magistrates, and Council of the city of Edinburgh, or, if they differ, by a neutral engineer, to be named by the Sheriff, on the application of either party, for measuring the quantity of water which is from time to time flowing through such pipes; and the Company shall also provide and keep a book or register, in which shall be entered a true account of the average quantity of water indicated by the meters as flowing through such pipes, and shall, once in each month, transmit a copy of such register for the month immediately preceding, certified as correct by the officer who shall keep the same, to the town-clerk of the city of Edinburgh, in whose

hands the said register shall be open at business hours, to the inspection of any householder paying water rates; and it shall be lawful to the Commissioners appointed by the said second recited act, from time to time as they shall see cause, upon the application of any five householders paying water rates, three of whom at least shall possess houses or other premises charged at a rent of fifty pounds for the police tax, to authorise the said five householders to apply to the Sheriff, who shall have power, if he think fit, to appoint an engineer to inspect the works of the Company, and to ascertain in such way as the Sheriff shall direct, the quantity of water flowing in and through the main pipes of the Company; and such engineer shall report to the Commissioners thereupon; and upon such report, it shall be lawful for the Commissioners to require the Company to repair the existing works, and to construct and repair such works as by this act they have power to construct; and in the event of the Company failing to construct or repair such works, in conformity with such requisition, it shall be in the power of the said five householders, or any three of them, to apply to the Sheriff, who shall, if he see fit, enforce such requisition of the Commissioners; and the Sheriff shall determine whether the expense of such applications, appointments, inspections, and other proceedings hereinbefore-mentioned, or any of them, shall be borne and paid by the Company or by the householders at whose instance the same may take place; and the judgment of the Sheriff in any of the matters aforesaid shall be final, and not liable to the review of any court whatever.”

COMPROMISE DURING THE EASTER RECESS.

During the Easter Recess, the arrangement, already referred to, with the Esk millers and Water Company having been made, the committees of the Town Council and inhabitants on the one hand, and the Water Company on the other, entered into an agreement to be satisfied with the bill as then amended, and to unite in resisting any alterations which might be proposed by other parties, except such as should be approved of both by the agents for the city, and the agents for the Company, in London; and that the Parliamentary plans, and clauses in reference to the same, should be so altered by the agents, in London, as to make them in every respect consistent with each other (which they certainly were not at that time), and so as to make it quite clear that no power was given to execute any portion of the Colzium or Harperrig works, on which, from some ambiguity in the phraseology of the bill, there was an appearance of doubt. The latter part of this agreement (in reference to the alteration of the plans and relative clauses) was carried into effect only after a great deal of trouble to the inhabitants, arising from difficulties started on the part of the Company; and indeed the matter was not put on a footing altogether satisfactory until the Standing Orders Committee of the House of Lords stopped the progress of the bill for fourteen days, in order that new plans, containing only the restricted works,—and altogether excluding those of Colzium and Harperrig,—might be deposited with the clerk of Parliament, and the Sheriff-clerk of Edinburgh, before the bill was allowed to proceed any farther; and in order that these new plans might

be specially referred to in the act as having previously been deposited, and as the plans according to which the works were to be executed.

The bill got before the Standing Orders Committee of the House of Lords on the 27th June, and was saved from being thrown out solely in consequence of this compromise having taken place, and because in its altered state it had the approval of the Town Council and Inhabitants' Committee. If it had been opposed by them, in place of being approved of, its rejection was inevitable; but it was opposed only by an individual proprietor, Mr Johnson of Bavelaw. It appears from the petition of this gentleman, as well as from facts brought out in evidence before the Committees of both Houses, that he had many just grounds of complaint against the Company; but the Standing Orders Committee, from a regard to the interests of the inhabitants, agreed to allow the bill to pass that stage, knowing that Mr Johnson could appear for his interest before the Committee on the preamble and clauses of the bill; and [they at the same time hinted, that some alterations would in all probability be made to meet his objections. This will appear from the following extracts:—

“MINUTES OF EVIDENCE TAKEN BEFORE THE LORDS' COMMITTEES ON STANDING ORDERS, to whom is referred the bill intituled ‘An act to enable the Edinburgh Water Company to bring in an additional supply of water, and to alter and amend the acts relating to the said Company.’

Dei Martis, 27 Junii 1843.

The EARL OF SHAFTESBURY in the chair.

The petition of William Johnson, presented on the 22d of June, complaining of a non-compliance with the standing orders, is read.

The agents and parties are ordered to be called in.

Messrs Deans, Dunlop, and Hope appear as agents in support of the petition of Mr Johnson.

Messrs Webster appear as agents for the bill.

[Here follows the objections, answers, and evidence, together with the decisions of the Committee on each point.]

Mr Webster states, that although certain departures from the standing orders have been proved, he hopes the Committee will not throw out the bill on that account, as it is a bill of very great consequence to the community of Edinburgh, and supported by all the authorities of the city.

The agents and parties are directed to withdraw.

After a short time, agents and parties are again called in, and informed that it is the intention of the Committee to report to the House that the standing orders have not been complied with, but that the effect will not be to prevent the bill going on,—that the promoters of the bill must deposit an amended plan in the Parliament-office, and also with the Sheriff-clerk at Edinburgh, before the Committee can make their report, and that they must submit to any alterations on the bill which may be suggested by their Lordships.”

The following is the official intimation to the Town Council that the bill had passed the Standing Orders Committee:—

“London, G. George Street,
27th June 1843.

EDINBURGH WATER BILL.

Dear Sir,—We have just come from the Stand-

ing Orders Committee of the House of Lords upon this bill. It was opposed upon various grounds on behalf of Mr Johnson. It was found in the course of the inquiry, that in a great many instances the standing orders had not been strictly complied with; and the Committee intimated, before the parties were ordered to withdraw, that they felt strongly that there had in this case been a great want of that care and attention in the due fulfilment of the requirements of their Lordships' standing orders, which the House of Lords was entitled to expect,—although the Committee might not be prepared in the present case, in which the city of Edinburgh was so much interested, to refuse to permit the bill to proceed.

On the agents being again called in, it was intimated by my Lord Shaftesbury, the chairman, that their Lordships had agreed to report that the bill should be permitted to proceed; but that before making their report to the House, the restricted plan of the proposed works must be deposited with the Sheriff-clerk of the county of Edinburgh, and with the clerk of the Parliament. In requiring this, their Lordships held, that it was their duty, as a Parliamentary Committee, to take care that the bill was not permitted to proceed in their Lordships' House till these plans had actually been deposited in the proper custody.

This is precisely what we have been pressing upon the promoters of the bill from the beginning. It will insure to the inhabitants of Edinburgh what was formerly left in doubt, and we have no doubt will be satisfactory to the Magistrates and Town Council. Some alterations on the clauses, as adjusted, will necessarily follow, which we shall look after.—We remain,

Dear Sir,

Your very faithful servants,

SPOTTISWOODE & ROBERTSON.

John Sinclair, Esq., City Chambers,
Edinburgh.”

The Committee on the bill met on the 21st July. The Water Company, probably keeping in mind that the bill had been so entirely changed in all its important features, through the instrumentality of the Town Council and Inhabitants' Committee, as to make it no longer the Water Company's, but substantially the City's Bill,*—very naturally wished to retain Mr Talbot the leading counsel for the inhabitants, to carry through this new bill, with preparation of which he had been so much connected; and the leading of the evidence in its support accordingly devolved upon him, with the consent of the agents for the city. The following portions of this evidence have been selected for publication:—

* When the bill passed the Committee of the House of Commons, it had two schedules of seven pages and 15 entire clauses struck out; 49 new clauses added; 129 erasures in the clauses which had not been struck out, and 113 insertions of new matter,—making in all upwards of 300 alterations on the bill, many of them of very great importance to the inhabitants, although others were of a very trifling nature. In addition to these, there were several new clauses added, and other alterations made in the House of Commons, on the bringing up of the report and third reading. In the House of Lords, other clauses were afterwards added and other alterations made, chiefly to protect the interests of Mr Johnson of Bavelaw, and with reference to the new plans ordered to be deposited by the Standing Orders Committee.

"MINUTES OF EVIDENCE TAKEN BEFORE THE LORDS' COMMITTEE, to whom is referred the bill, intituled 'An act to enable the Edinburgh Water Company to bring in an additional supply of water, and to alter and amend the acts relating to the said Company.'

Dies Veneris, 21 Julii 1843.

The MARQUIS OF NORTHAMPTON in the chair.

Order read referring to this Committee, the petition of William Johnson, Esquire, and Others, and the petition of Carteret George Scott, Esquire, severally praying to be heard by themselves, their counsel and agents, against the bill.

Mr Sergeant Wrangham and Mr Hildyard appear as counsel in support of the petition.

Agents, Messrs Deans and Dunlop.

Also, a petition of the Lord Provost and Town Council of Edinburgh, praying to be heard by counsel in support of certain clauses in protection to their rights and interests, and against other clauses detrimental thereto, with leave to be heard as to same.*

Mr B. Andrews, Mr Austin, and Mr Talbot appear as counsel in support of the bill.

Agents, Messrs Webster.

Mr B. Andrews is heard to open the case in support of the bill.

Mr James Balfour is called in and examined as follows:—

Mr Talbot—Q. Are you the clerk to the Edinburgh Water Company?—A. I am.

Q. And have been so for many years?—A. Since August 1828.

Q. And are fully familiar with the history of the supply they have introduced into the town of Edinburgh?—A. Yes.

Q. Under the existing acts, has the supply of water been introduced into Leith, or in the port of Leith, in the dockyard of Leith, and the places adjacent, has that supply proved lately insufficient?—A. Yes.

Q. Is it insufficient in ordinary seasons for the due supply of domestic purposes, and brewers, and so on?—A. There have lately been complaints of want of water.

Q. Did these complaints reach to a great height in the year 1842?—A. Very great.

Q. What did the supply sink to in 1842?—A. From about 190 to 110 cubic feet per minute.

Q. Instead of an average of 190?—A. Yes.

Q. I believe your Company's pond at Glencorse Burn became quite dry?—A. Yes.

Q. And there was the greatest possible difficulty in keeping any supply at all in the town?—A. The greatest possible difficulty.

Q. Did it happen on that occasion, that for what little water there was, there was a contending claim raised by the millers of North Esk?—A. There was.

Q. The North Esk is fed by the Glencorse Burn in part, and partly by the Crawley Springs?—A. Yes.

Q. And falls into the sea at Musselburgh?—A. Yes.

Q. And does not go into Edinburgh at all?—A. No.

Q. That is the stream that is fed by the Glen-

corse Burn and the Crawley Springs, which are to the north of the Pentlands?—A. The south of the Pentlands.

Q. On the north of the Pentlands are found the Bavelaw and Listonshiels Springs, which feed the Water of Leith?—A. Yes.

Q. Which falls into the sea at Leith?—A. Yes.

Q. These several streams all proceeding from the Pentlands, some on the south side, and some on the north?—A. Yes.

Q. And these two streams are fed by those springs?—A. Yes.

Q. We were speaking of the difficulty of last year: Did the millers in North Esk raise pretensions to the right to the water which would have flown from the Crawley Springs to Glencorse Burn if you had not supplied it to the citizens of Edinburgh?—A. They presented an application to the Sheriff to have that water taken from the Water Company and given to themselves.

Q. Was the consequence of that application and the judicial decision of the Sheriff, that you were compelled to pay very large sums of money in order to be enabled to take this work?—A. Yes.

Q. What sums did you pay about?—A. About L.4000,—a little more or a little less.

Q. It was under those payments you supplied the limited quantity?—A. We were not bound to make those payments, but we did it for the good of the town.

Q. Now, under the present plan, which is to take the water down on the other side of the Pentlands, by the Torphin line, would you have the absolute control of the water in yourselves?—A. Yes, we should have the absolute control of that water in ourselves.

Q. There was a contest raised, on the part of certain millers on that line of water, in the House of Commons?—A. Yes.

Q. Was that adjusted between you, under the direction of the Committee?—A. Yes, it was.

Q. You have not made the estimate,—that is made by the engineer,—but we will assume, for a moment, that the estimate for these new works is L.64,000,—How is it proposed to meet that expenditure?—A. We have the power to borrow L.148,000.

Q. That is under the existing acts?—A. Yes.

Q. How much of that power have you exercised?—A. Between L.84,000 and L.85,000.

Q. At least, there is a balance of L.63,000?—A. Yes; and we have got the power, under the present act, of borrowing L.20,000 more.

Q. That will make a total of L.83,000?—A. That is L.19,000 above the estimate.

Q. You are aware, I presume, that there is no additional rate proposed to be charged?—A. There is to be no additional rate charged.

Q. You heard it stated, by my learned friend Mr Andrews, that there was a proposition for an additional rate in the bill as proposed to the House of Commons?—A. Yes.

Q. That was resisted on the part of the town?—A. Yes.

Q. And finally, under the decision of the Committee, erased from the bill?—A. Yes.

Q. Have you the means of knowing, since those arrangements have been made, the bill is satisfactory to the town of Edinburgh?—A. I have.

Q. Were you present at the meeting of the Company, since the bill passed the Commons, when the seal was affixed to the copy of the bill?—A. Yes.

* This appearance on the part of the City was made in concert with the Water Company, in order that both parties might unite in opposing any proposals for alterations which might be injurious to the community or the Company.

Q. You have that copy there?—A. Yes; and I have a copy of the minutes of the meeting.

Q. You affixed the seal yourself?—A. Yes.

Q. You have a King's printer's copy of the old acts?—A. Yes.

Cross-examined by Mr Hildyard—Q. Did the copy to which the seal of the Company was attached contain the whole scheme, or only so much of it as survives after the opposition of the House of Commons?—A. So much as survives.

Q. That is the scheme in the state in which it at present is?—A. Yes.

Q. When did I understand you to say you first became acquainted with the Company?—A. In August 1828,—the beginning of August 1828.

Q. Mr Rennie was the engineer of the Company when the Company was first formed in 1819?—A. Yes.

Q. Did you ever see a plan of the reservoir proposed by Mr Rennie for the purpose of the compensation reservoir?—A. Which of them.

Q. The one compensating for the Bavelaw Spring, and the other the Black Spring?—A. No, I do not think I did; at least I have only seen it in the small plan attached to the act of Parliament.

Q. It came lower down in this direction?—(Referring to the plan.)—A. No, I cannot say.

Q. Was Mr Telford the consulting engineer of the Company in 1819?—A. I understand that he was occasionally consulted.

Q. What springs were you authorised to take in 1819?—A. We were authorised to take (the bill mentions them) the Crawley Springs and the Black Springs.

Q. Including the Bavelaw?—A. No.

By a Lord—Q. Were you not authorised to take the Glencorse Burn?—A. Yes.

Q. That you do not call a spring?—A. No.

By Mr Hildyard—Q. Just look at that instrument of sasine, will you? Do you know what that instrument of sasine is?—A. I do.

Q. What is the purport of that?—A. That is an instrument of sasine in favour of Sir Patrick Walker and others;—it proceeded on a disposition of conveyance made and granted by Sir Robert Liston.

Q. That gave a power to the persons whose names are mentioned there, Sir Patrick and others, to take lands for the purpose of forming a compensation reservoir in the neighbourhood of Listonshiels Springs?—A. The deed on which this proceeded contained a conveyance of the Listonshiels, and such lands as were necessary for collecting the waters of these springs, and I think also of making a compensation reservoir.

Q. It is indorsed in favour of Sir Patrick Walker and others?—A. Yes.

Q. Was Sir Patrick Walker, together with other persons, projecting a Water Company at that period?—A. They were.

Q. Did your Company become possessed of all the rights of a transfer from Sir Patrick Walker, and the Company of which he was a party, of all the rights he acquired under that deed?—A. We did become purchasers,—we did acquire the right,—they were happy to sell it.

Q. You purchased of this Company all the rights to the water, and to the land necessary for making a reservoir, which they had acquired under that deed which I have put in your hands?—A. Yes.

Q. When was that?—A. We acquired it in 1826: I do not recollect the precise time of the year.

Q. Your Company did that for the purpose of putting an end to a rival Company, which was then rearing its head against you,—Was not that the object of your Company?—A. That was the object of our Company, to a certain extent.

Q. Do you know what the capacity of the Listonshiels Spring is?—A. I do not.

Q. There was another Company projected not long ago; in the year 1842?—A. There was.

Q. Where did they propose to get their water from,—was the main supply of it from Colzium Springs?—A. Yes, I think so.

Q. They were looking to their supply from those springs?—A. Yes.

Q. Did the chairman of your Company, finding there was a Company going to be set up against him, purchase those springs, and so put a stop to the opposition?—A. He purchased the whole estate: he did not purchase the springs.

Q. What was the extent of the estate?—A. Several thousand acres.

Q. Were not the springs the principal objects of his purchase?—A. I have no doubt they were.

Q. Having in view, as before, the prevention of a rival Company?—A. He did it for the purpose of bringing in a greater quantity of water into Edinburgh, by the same pipe by which we mean to bring in the Listonshiels.

Q. Did he not do that after another Company had projected that scheme?—A. The other Company had projected some scheme before that; but the precise scheme at that time I was not aware of.

Q. Was it after that Company had issued its prospectus, and after the Colzium Springs were known to furnish the supply, that your chairman purchased the estate on which those springs were?—A. I think it was in the beginning of October that he first set about it.

Q. Having purchased these, he conveyed them to your Company, did he not?—A. Yes, he conveyed the springs, and part of the ground for the purpose of making a compensation reservoir, and he granted a minute of sale.

Q. Which, of course, could be enforced, if it became necessary?—A. Yes.

Q. What steps did your Company take, after their act of 1826, to carry that act into operation?—A. I am not aware they took any steps; they were to bring in all the water to the Crawley pipe, and they found water sufficient to fill that up on the south of the hill.

Q. Do you mean to say they found pure spring water sufficient, or was that the water they found from the burn?—A. It was that from the burn.

Q. Was it not the subject of general complaint throughout the town of Edinburgh, that that water was improper water for the supply of the town?—A. Yes; but I thought the people complained a great deal more than there was cause for.

Q. Unless a rival Company had sprung up, you would have let them complain, and continued to supply them with that burn water to this day?—A. No; we were taking steps last summer to purify the water, and would have had it complete by this time, if the great drought had not occurred.

Q. Taking these steps for the purification of the water, could you have removed any reasonable ground of complaint on the part of the inhabitants of Edinburgh?—A. I should think so.

Q. Has there been any diminution of the burn water into your Crawley pipe?—A. I am not aware.

Q. Not at this moment: by taking proper steps to purify those waters, you think the town of Edinburgh might be supplied in such a manner as to remove reasonable ground of complaint?—A. Not with quantity.

Q. Then, do you think they might as far as quality goes?—A. I should imagine so,—at least we expect so.

Q. Was not the whole of your scheme before this other Company arose,—did it not consist entirely in purifying the water, and not increasing the capacity and quantity of it?—A. It was purifying the water, because we could not increase the quantity, as the pipe would not admit more into it.

Q. What is the capacity of Crawley pipe?—A. It admits 250 cubic feet per minute.

Q. Then, without any fresh powers, you think that, by filtering the burn water, you can give 250 cubic feet per minute of burn water to the city of Edinburgh?—A. Not on an average.

Q. But your pipe is capable of conveying that?—A. Yes.

Q. Why cannot you give that on average? Where does the deficiency exhibit itself?—A. In any weather, when neither the stream nor the spring runs full.

Q. Then, that being so, will you explain why your Company, from 1826, never availed itself of the powers they had acquired from Parliament of carrying the Bavelaw water, and the Black Springs water, and the Listonshiels water, which you had under that agreement, to the town of Edinburgh?—A. Originally, the waters that came in through the Crawley pipes were considered sufficient; there was not so great a demand for the water; latterly, the demand has become a great deal larger.

Q. When that demand became greater, why did you not avail yourselves of the powers Parliament conferred on you in 1826?—A. We, in the first place, tried to purify the water, to bring in as much pure water as we could. If that had not sufficed, we then would have taken steps for bringing in a further quantity.

Q. When did you purchase the springs belonging to Mr Johnson, which you acquired the right to purchase in 1826?—A. I think it was in 1833.

Q. That is, seven years after your act passed?—A. It was within seven years; we made the application within seven years; and we were limited to seven years.

Q. Your act gave seven years, and you suffered all that to expire before you purchased the springs of Mr Johnson?—A. Yes.

Q. Now, having purchased these springs, we will next hear when you paid for them?—A. They are not paid for yet. We have a difficulty in preparing the deed, and the deed is not prepared to this day. There have been various drafts of the deeds sent, and the terms are not yet adjusted. Of course, we were always perfectly ready to pay the price the moment the deeds were adjusted and executed.

By a Lord.—Q. Had you lawyers to prepare the deeds?—A. I prepared the draft of the deed.

Q. And that was objected to by the agents of Mr Johnson?—A. Yes; various drafts have been sent, and they have not been adjusted yet. The money was consigned some little time ago to a bank.

By Mr Hildyard.—Q. The money was settled by the verdict of a jury?—A. Yes.

Q. Therefore the sum you are to pay was only ir-

respective of any difficulty under the deeds?—A. Yes; perfectly so.

Q. Was the sum of money you were to pay Mr Johnson, by the award of the jury in 1833, paid either to him, or to any banker on his account, when the deeds might be settled, till after the bill was brought before Parliament?—A. No, it was not; it was then consigned, with all the interest due on it.

Q. And that not until after the bill was in Parliament?—A. Yes.

By a Lord.—Q. Did that interest include compound interest?—A. No,—simple.

Q. For ten years? —

By Mr Hildyard.—Q. To whom has the money been paid now, or consigned?—A. It is consigned in the hands of the Royal Bank of Scotland.

Q. That is, under the provisions of the act of Parliament, in case there is a dispute as to the deed?—A. Yes, as to the title.

Q. Then, why did you not pay that money into the Bank of Scotland as soon as the jury had determined the sum of money that was due to him?—A. I believe we could have done it, but Mr Johnson would not like that: he would only have got bank interest.

Q. Are you bound by your act of Parliament to pay the money within three months?—A. There was a private arrangement between the Company and Mr Johnson, which rendered that unnecessary.

Q. Have you not compelled Mr Johnson to take legal proceedings against you, upon more matters than one, since Parliament gave you a power over his estate?—A. I am not aware we have, at this present moment.

Q. Do you mean to say, that no legal proceedings have been instituted by Mr Johnson against your Company?—A. I do not recollect, at this present moment.

Q. With respect to the Black Springs?—A. Yes, I will tell you about the Black Springs.

Q. With respect to the Black Springs, has not Mr Johnson had to institute proceedings against you?—A. That was of a particular nature.

Q. Answer my question, and then give your explanation?—Yes; the Black Springs were supposed to belong to Mr Ferguson of Raith. The Company bought the whole of these springs from Mr Ferguson, and paid him the price; and after they had paid the price, and obtained the title to these springs, Mr Johnson claimed one-half of one of these springs, and he brought an action to set aside the transaction between Mr Ferguson of Raith and the Company, for the purpose of getting back the spring. That is the only proceeding he adopted.

Q. Did he not succeed in that action?—A. He did.

Q. Had you not put that very spring into your schedule as one-half the property belonging to Mr Johnson?—A. In this bill.

Q. In the bill of 1819?—A. I am not aware of it.

Q. Do you mean to say you do not know the fact?—A. I do not know that was the case: I had no connection with the Company at that time.

Q. There is your schedule of the bill of 1819,—now, see whether that very Black Spring was not scheduled by your Company as half the property of Mr Johnson and half the property of Mr Ferguson, as the law has decided it to be?—A. It appears to be entered in the schedule as the property of Robert Ferguson of Raith, and William Johnson.

Q. That is the Black Springs?—A. Yes.

Q. Yet, having so scheduled it, you chose to buy the whole from one of those gentlemen, and compelled Mr Johnson to have recourse to law to acquire the right which you admit him to have in your schedule?—A. It might have been a mistake in the schedule originally. The gentleman who obtained the disposition from Mr Ferguson was a friend of Mr Ferguson's, and knew all the circumstances connected with the case, and got a disposition from Mr Ferguson of the whole of these springs, and the Company did consider Mr Ferguson the proprietor.

Q. You say it might have been a mistake; but, however, the law decided that your schedule was not a mistake?—A. Decidedly; after a long law suit.

By a Lord—Q. Did you pay the costs of that action?—A. Yes. The costs of that action to the Company were almost nothing at all; the true defender was Mr Ferguson of Raith, who paid all the expenses. We had just a *pro forma* defence to put in.

Mr Talbot—Q. You bought of Mr Ferguson?—A. Yes.

Mr Hildyard—Q. Just look at that,—is that the case presented by the Provost of Edinburgh, against your bill, when it went into the House of Commons?—A. It appears on the face to be the case of the Lord Provost and the Magistrates of Edinburgh.

Q. Will you read it?

Mr Talbot is heard to the question being answered.

Mr Hildyard is heard to contend for the admissibility.

Mr Talbot is heard in reply.

The Committee decide that the question cannot be put.

Q. Now, did you, in October last, put forth an advertisement, stating, that you had found all the springs that you were thereby authorised to take, and would bring them into Edinburgh without any new act?

Mr Talbot is heard to object to the question.

The Committee wish to know if Mr Hildyard could put the paper into the witness's hands?

Mr Hildyard states, that he has not the advertisement.

The Committee decide that the advertisement must be produced before Mr Hildyard can put the question.

Q. Did you draw up an advertisement on the 7th October last year?—A. I cannot speak as to dates. I did draw up a statement for the newspapers. I do not know that it was what you call an advertisement.

Q. Have you that statement with you?—A. I have not.

Q. Have you the means of producing them?—A. No.

Re-examined by Mr Talbot—Q. Explain this matter about the Black Springs. We understand that the Black Springs were, in 1819, scheduled as in part belonging to William Johnson?—A. Yes.

Q. That is all you know about it?—A. Yes.

Q. Subsequently, the Company paid for those springs as if they had entirely belonged to Mr Ferguson?—A. Yes.

Q. For the whole value of those springs?—A. Yes.

Q. As if Mr Johnson was entirely out of the question?—A. Yes.

Q. Do you know whether there was the customary investigation of title before the money was paid to Mr Ferguson?—A. Mr Ferguson granted a conveyance of the property without any investigation about the property at all.

Q. Did the Company consent to pay Mr Ferguson for the springs, without believing he was the owner of the whole?—A. They certainly believed he was the owner of the whole.

Q. After Mr Johnson instituted proceedings against them, asserting that he had a right to a part?—A. Yes.

Q. And in that assertion he succeeded at law?—A. Yes.

Q. You paid, of course, whatever the court decreed in that matter?—A. Yes.

Q. Did Mr Ferguson bear you harmless, do you know?—A. He ought to have done so; it was a mere trifle of expense we incurred, therefore we did not make any work about it. Mr Ferguson repaid us the value of the half of the spring.

Q. Mr Johnson incurred some costs in prosecuting his successful claim against you?—A. Yes.

Q. Was the Company called upon to pay his costs?—A. I have no recollection of that.

Q. One way or other?—A. I think they were paid by Mr Ferguson of Raith.

Q. Had you what is called in England any covenant for title on the part of Mr Ferguson?—A. No; we have a warrantice.

Q. An undertaking, on the part of the man who sells, that he has a right, and will hold you harmless if he has not?—

By a Lord—Q. Did you communicate to Mr Johnson your opinion previously, that it was Mr Ferguson's property, not his?—A. I do not know how the transaction was arranged originally.

Q. What induced you to suppose that your specification of an act of Parliament was untrue?—A. I was not connected with the Company at that time.

By Mr Talbot—Q. You say the money was consigned to the Bank of Scotland since this bill was introduced into Parliament?—A. Yes.

Q. You gave as a reason why it had not been previously consigned, that there had been some private arrangement with Mr Johnson to that effect?—A. Under our act of Parliament we did not consider we were called on to consign, because the property was purchased under a private arrangement with Mr Johnson, which took it out of the act of Parliament.

Q. Was a jury summoned?—A. Yes.

Q. That was under the powers of the act of Parliament?—A. Yes; the circumstances were these: that we presented our petition to the Sheriff for a jury. Mr Johnson wished for a longer time to put in his papers and pleadings in that case, as there was not sufficient time left for him to do so; and when it was left to us, we could not allow him time to put in his plea, unless he gave us a minute of sale, obliging him to convey over the spring to the Company, for whatever price the jury might award.

Q. And you appear to have considered that those negotiations with Mr Johnson took the case out of the ordinary rule under the act?—A. Yes.

By a Lord—Q. How many springs are there?—A. Four,—Black Springs.

Q. In this paper you are claiming the four springs from Mr Robinson?—A. Yes; Mr Robinson purchased of Mr Ferguson of Raith.

Q. It is named here as Mr Robinson's property, under a lease to Mr Nimmo?—A. Mr Robinson purchased the whole of Mr Ferguson's property.

Q. You have put it in here to be applied for under this act?—A. So it is.

Mr Talbot—Q. You stated that there was a difficulty about the deed?—A. Yes.

Q. It fell on you as venders to prepare the deed?—A. Yes.

Q. Did you at the time tender a conveyance to Mr Johnson?—A. Yes; a draft of the conveyance for the approval of Mr Johnson's agent.

Q. Were these objected to?—A. Yes; the terms were.

Q. On the part of Mr Johnson?—A. Yes.

Q. Was there any delay, intentional or otherwise, by the Company to the execution of this deed?—A. No; we were quite ready from the commencement to have taken the deed and paid the price.

Q. Not asking your opinion of the nature of Mr Johnson's objection, the fact is, that the objections uniformly proceeded from him?—A. Yes.

Q. Do you know of any other cause which prevented the payment of the money except the fact of your not having got the conveyance of the property?—A. Yes.

Q. And in Scotland or elsewhere, you do not like to pay your money till you get the security?—A. No.

Q. With respect to the purchase which the chairman of your Company made at Colzium, the bill introduced into the House of Commons had for its object the construction of four miles of additional aqueduct to take you up to the Colzium estate, and take the water from the Colzium Springs?—A. Yes.

Q. Was it in respect of this water and works that you claimed the additional rates in your bill?—A. Certainly.

Q. Those additional rates having been denied you by the House of Commons, you have abandoned that part of your project?—A. The House of Commons would not permit us to carry that point.

Q. It was the foundation for the claim for the additional rates?—A. Yes.*

* Lest any attempt should be made hereafter by the Water Company, to obtain power to levy increased rates, in consideration of the additional springs, which, by their new act, they are bound to bring into the city within five years, (and which are the identical springs which, by the act of 1826, they were bound to introduce on the requisition of five householders, sanctioned by the Commissioners, without any such increase,) the inhabitants should treasure up for future use this solemn declaration, on oath, by the official organ of the Company, that they made no claim to increased rates on account of the introduction of these springs, but solely on account of the proposed introduction of new springs from Colzium and Harperrig, which were not included in the act of 1826. The power to take these new springs having been refused by Parliament, there cannot hereafter be even the appearance of a colourable pretext for seeking increased rates, on account of the introduction of the other springs, to which the inhabitants had right since 1826, and for the purchase money of which they have paid interest annually since that time. And it should likewise be remembered, that even if the Company had obtained the sanction of Parliament to "the Colzium job," they would not have obtained any increase of rates, however restricted their demand might be: for the Committee, after *unanimously* rejecting the rate clause, on again considering the point, emphatically intimated to the Company, through their chairman, "that the Committee, in negating the clause, resolved, that they did not mean to give the Company *any* increase of rate." This took place on the 25th April, and it was not till the following day that the Colzium and Harperrig clauses were thrown out, after a desperate effort by the Company to retain them, and thus to get leave to bring in the additional

Q. Now, with respect to the step you were taking last year for amending your supply of water, had that anything to do with the quantity? Would you have gained any increased power with respect to quantity by the steps you were taking last year?—A. No.

water from these new springs, although an increase of rates had been peremptorily refused. Some members of Committee appear to have been anxious to take the Company at their word, and to pass clauses authorising and requiring them to bring in these new springs to the city, in addition to the others, seeing they were to cost nothing to the inhabitants,—for although the rate clause was *unanimously* rejected, "the Colzium job" was extinguished only by the casting vote of the chairman.

For the reasons above stated, the inhabitants should likewise treasure up for future use the declaration made by the Water Company, through their counsel, to the Committee of the House of Lords,—and which appears to have satisfied their Lordships,—that they looked to an extended consumpt of water for manufacturing purposes, for an increase of revenue to compensate for the great outlay consequent on the formation of their new works! It is plain that their Lordships must either have been very credulous or profoundly ignorant of the state of Edinburgh in regard to the progress of manufactures, when they were satisfied with such an explanation; or perhaps their experience of the *value* of statements by the Water Company had not been great. The report of the discussion, taken from the *Caledonian Mercury* of 26th July, is subjoined:—

"Friday, July 21.

EDINBURGH WATER BILL.

This Committee commenced their sittings to-day at eleven o'clock, and was composed of the following noblemen:—Chairman, the Marquis of Northampton; Lord Walsingham, Lord Dinorben, Lord Hayward, and Lord Lyttleton.

Mr Andrews addressed their Lordships in support of the measure, and contended, at great length, upon the necessity of the proposed additional supply. He (Mr Andrews) was happy to inform their Lordships, that there was but one objector to the bill, in the person of Mr Johnson, a gentleman whose lands were situated close to where one of the reservoirs was to be erected. On a former occasion, there was indeed an opposition to the measure, which appeared to threaten the vitality of the object of the promoters. Such opposition had, however, softened down, and those who were most prominently contesting against the progress of the bill in the Commons,—namely, the people of Edinburgh,—were now petitioning their Lordships in favour of it. This was to be accounted for by the fact, that the Water Company are bound, by the decision of the Commons, to give the additional supply to the inhabitants at the same rate which they at present pay. Much opposition had also taken place on the part of the millowners; but, from the enactments introduced in the bill, they had ceased to oppose, and were now perfectly satisfied with the measure.

The Marquis of Northampton.—Then are we to understand that the promoters are acting purely patriotic, without any expectation of emolument. (Laughter.)

Mr Andrews.—Such, indeed, was not wholly the motive which guided the promoters in applying to Parliament. They were placed under peculiar circumstances; for some seasons back the inhabitants were dissatisfied with the supply, and justly dissatisfied, inasmuch as the powers of the Company did not enable them to remedy the deficiency. To obviate this insufficiency of supply, the promoters found it necessary to apply to Parliament for power to purchase certain springs, which are the only source from which that supply could be drawn, and he (Mr Andrews) trusted their Lordships would enable his clients, by allowing them to take these springs, to meet the demand of the people of Edinburgh.

The Marquis of Northampton.—My only reason for

Q. You would still have had 190 cubic feet?—A. No more.

Q. But a better quality?—A. Yes.

Q. It was contemplated to take this step with respect to increase of quantity, supposing the complaint continued after this improvement?—A. Yes.

Q. Then came the year 1842, with its immense complaints on the ground of scarcity?—A. Yes.

Q. And then you came with your bill?—A. Yes.

Q. There has been an improvement in the habits of the people which has led to it?—A. Very great.

The witness is directed to withdraw.

Mr James Jardine is called in and examined, as follows:—

Mr Talbot—Q. Are you the engineer of the Edinburgh Water Company?—A. Yes.

Q. How long have you been their engineer?—A. Since 1825 or 1826.

Q. Had you been in the employment of the Company previous to that time?—A. Yes.

Q. Were you concerned in preparing the surveys, and the matters connected with the introduction of the original bill in 1819?—A. Yes.

Q. What were the springs that were introduced or authorised to be introduced by the Company under that act,—the Crawley Spring we have heard of?—A. The Crawley Springs, a portion of the water from Glencorse Burn, and the Black Springs.

Q. The Crawley Springs are situate on the south side of the Pentland Hills?—A. Yes.

Q. And the Black Springs on the north side?—A. Yes.

Q. Are the Black Springs situated so as to afford a facility in point of levels, and so on, for carrying them on the south side of the Pentland Hills to Edinburgh?—A. Yes; there is a very convenient pass in the Pentland Hills, by which they can be conveyed into the valley of Glencorse to Crawley Springs, and thence to Edinburgh.

Q. What is the distance from the Black Springs to Crawley Springs?—A. Three miles.

Q. And that was the scheme of 1819 in fact?—A. Yes.

putting the question is, that it is apparent that the promoters are subject to great liabilities in the course they propose to take, and it must surely be their intention to reimburse themselves; how that is to be done, when their counsel states that they are to have no increase of rate, for the great additional supply of water, was matter which required some explanation.

Mr Andrews could satisfy their Lordships upon that head, by saying that the Company expected to pay themselves by the increase of demand from manufacturers, who, of course, would be extending their works every year, and which demand could be met without prejudice to the inhabitant consumers from the great supply of the proposed extension of the Company's works.

Their Lordships having expressed themselves satisfied with the explanation, the learned counsel went at great length into the merits of the bill (which arguments have appeared on a former occasion in the *Mercury*), and concluded by stating, that the amended clauses amply secured *Mr Johnson* from any injury likely to be done to his property, and such security being provided, he (*Mr Andrews*) was satisfied that their Lordships would, after hearing evidence, declare the opposition to the bill was frivolous, and that the preamble was proved.

Mr Talbot, who in the Commons opposed the bill in all its bearings, now appeared on the part of the promoters, and proceeded to examine the witnesses."

Q. To carry the Crawley Springs and the Black Springs by one pipe from one source, together with a portion of the water from the Glencorse Burn into Edinburgh?—A. Yes.

Q. What portion of that scheme was realized in execution?—A. Only a part of the scheme,—that from Edinburgh to the Crawley Spring, and the making the compensation reservoir at Glencorse Burn, and taking the portion of water intended to be taken from Glencorse Burn.

Q. Now, the object of the compensation reservoir was to pond up a sufficient quantity of water to make good whatever was extracted from the stream and spring and sent to Edinburgh,—in favour of the millers on the North Esk below?—A. Yes.

Q. What was the capacity of the pipe that was laid down from the fountain-head at Crawley to the city?—A. The diameter of the pipe at the fountain-head was twenty inches, and it diminished as the declivity increased to fifteen inches, about two miles from the fountain-head, and continued fifteen inches from that place to Edinburgh.

Q. Now, under the act of 1819, was it not the fact that you proposed to supply the city of Edinburgh, and the parish of St Cuthbert's and Canongate?—A. Yes.

Q. Not including the whole of the city of Edinburgh, and including no part of the town of Leith?—A. No part of the town of Leith: the town of Leith objected to be supplied.

Q. And only partially the city of Edinburgh?—A. Yes.

Q. What was the population, do you know, in the district to which your supply was limited?—A. As far as I recollect 112,000.

Q. The supply given per head under that bill was how many gallons per diem?—A. I think ten gallons.

Q. Now, in 1825, were you again employed to take surveys of the fresh springs,—namely, the Bavelaw and the Listonshiels Springs?—A. Yes.

Q. Those springs, like the Black Springs, are situated on the north side of the Pentlands?—A. Yes.

Q. Was it proposed then to introduce those springs through the Crawley pipe to Edinburgh?—A. Yes; it was proposed to bring the Listonshiels Springs and the Bavelaw Springs across the north side of Bavelaw mill to the Black Springs, and then convey the whole springs, as collected, down to Crawley Spring, and thence to Edinburgh.

Q. That has not been done?—A. No.

Q. You were again employed by the Company last year to make surveys and plans, with a view to bring in an additional supply to the town of Edinburgh and to Leith?—A. Yes.

Q. The plan embraced not only the Bavelaw and Listonshiels Springs,—so much as was comprised in your act of 1826,—but also the Colzium Springs?—A. Yes; and the Harperrig Springs.

Q. They are west of Listonshiels some three or four miles?—A. Yes.

Q. Now, by means of bringing in those springs, and the Bavelaw and Listonshiels Springs, you would have obtained a considerable accession of spring water?—A. Yes.

Q. Was it proposed to take those by Crawley, or in what direction?—A. It was proposed to take Colzium Springs and the Harperrig Springs to the cistern placed there above Bavelaw mill, and then

from that cistern to convey the Listonshiels and Bavelaw Springs to Torphin, and the whole being collected there, to convey them directly to Edinburgh along the line of aqueduct by which it is now proposed to convey the Bavelaw and Listonshiels Springs.

Q. That is what we know by the Torphin line?—A. Yes; we generally call it the Colinton line.

Q. Part of that is to be conducted by a stone aqueduct, is it not?—A. It is proposed to be a stone aqueduct from the cistern near Bavelaw mill to the intended cistern on Torphin Hill, and there is to be a cast-iron pipe from the cistern at Torphin Hill to the cistern at Castle Hill, Edinburgh.

Q. What is the reason for the difference,—in one part a stone aqueduct, in the other iron pipes?—A. From the cistern at Bavelaw mill to the intended cistern at Torphin Hill is a gentle declivity, generally speaking, and it is intended, therefore, to make a stone aqueduct for the purpose.

Q. And from that point?—A. From Torphin Hill there is a descent almost immediately of a great number of feet down to the low ground, towards Colinton, and then there is a regular descent to the Castle Hill, which requires a cast-iron pipe, in order to preserve the pressure of the cistern at Torphin Hill.

Q. It having been proposed to take the Bavelaw and Listonshiels Springs in 1826, and it now being proposed to take them by the Colinton line, what are the advantages it possesses over the other line as proposed in 1826?—A. It possesses this material advantage, that the cistern at Torphin Hill is about 200 feet higher than the fountain-head at Crawley Springs.

Q. You get a higher point of departure at Torphin by 200 feet than you had at Crawley?—A. Yes.

Q. Is that an advantage that tells materially on the district you have to supply in Edinburgh?—A. It is very material for the supply of the higher districts, such as her Majesty's Castle of Edinburgh, and such as the Castle Hill, and the ridge of Bruntsfield Links.

Q. There are many inequalities, we all know, in different portions of the city of Edinburgh?—A. Very great.

Q. And the increased height at Torphin give great facilities for supplying the higher portion of the town over what the Crawley fountain-head would have given?—A. Yes.

Q. With respect to the Black Springs, is it still proposed to send them by the Crawley pipe?—A. Yes.

Q. The Crawley pipe has capacity to take those besides what it now takes from the Crawley Springs, and from the burn?—A. Yes; the Black Springs will be introduced instead of a portion of the burn water, which burn water is sometimes defective in quality.

Q. It is not so good in quality as the spring water from the Black Spring?—A. Yes.

Q. Protanto, it will be an improvement?—A. Yes.

Q. Now, what is the population which it is sought to supply now?—A. I think it is about 166,000.

Q. Do they consume more water per head than they did in 1819?—A. A very great deal more from the year 1832, when they got into the habit of tying up the handles of the water closets;—it is hardly possible to supply them now.

Q. That was for the purpose of getting a constant flow of water through the house?—A. Yes; through

the drains of the house. It was considered at the time of great importance to have a continual flow of water through the house to prevent cholera; it was considered more important than drinking brandy.

Q. And since that time they have got into the way of using more water?—A. A great deal.

Q. Looking at once to the increase of population from 112,000 to 166,000, and also to these propensities for a greater quantity of water, is the present supply at all sufficient for the want of Edinburgh and Leith?

—A. No.

Q. Is it also uncertain and irregular?—A. Yes.

Q. Last year was the most striking instance that you have had?—A. Yes.

Q. Of deficiency?—A. Yes.

Q. What was the supply per head which you could contemplate giving by the present bill?—A. The present supply may be averaged at about 190 cubic feet per minute; and what we propose to give we cannot exactly say, because the springs require to be measured again, and the result would depend on the two years in which they are to be measured being wet or dry years; but as far as I can judge, the probable quantity will be increased to about 320 cubic feet per minute.

Q. The amount is to be 320 cubic feet average delivery into Edinburgh per minute?—A. Yes.

Q. And that will give how many gallons per day to each individual?—A. About seventeen gallons per day, provided you give no supply to the manufactures of the town, and give no water for watering the streets, except what is got from the Union Canal.

Q. Your seventeen gallons per man, which is given, is in gross, without deducting what is used for manufacturing purposes?—A. Yes.

Q. That is the gross?—A. Yes.

Q. And from that quantity, whatever is used for manufactures and watering streets will have to be abstracted?—A. Yes.

Q. Do you conceive seventeen gallons per day per man is an excessive quantity at all?—A. I think in that respect it is not enough.

By a Lord—Q. Do you apprehend that Edinburgh is still growing fast, or not,—is it growing?—A. It is growing a little, not much.

By Mr Talbot—Q. Have the goodness to tell us what your estimate is of these works?—A. It is L.64,161.

Q. The cast-iron aqueduct you have put at L.24,000 and odd?—A. Yes.

Q. And the aqueduct from Torphin Fountain-head to the cistern near Bavelaw mill between L.9000 and L.10,000?—A. Yes.

Q. What is the cost of the compensation reservoir on Bavelaw Burn?—A. L.15,676.

Q. Your total estimate is L.64,000, and the expense of the reservoir is L.15,676?—A. Yes.

Q. Upon the subject of this reservoir, which is the point here, by the act of 1819 there was a scheme for constructing a compensation reservoir for the whole of the Black Springs?—A. Yes.

Q. That necessarily would be a much smaller reservoir than the one which was to compensate for the Bavelaw and Listonshiels Springs as well?—A. A great deal less.

Q. Where was the embankment of that reservoir to be situated?—A. Exactly on the line of the present aqueduct laid down on Bavelaw Burn.

Q. Have you seen the plan proposed on the part of Mr Johnson for the construction of a second reser-

voir here in the neighbourhood of the curling pond?
—A. Yes; the embankment is proposed to be put at the same place as in 1819.

Q. That is at the intersection of the aqueduct with the Bavelaw Burn?—A. Yes.

Q. You were engaged for the Company at that time?—A. Yes.

Q. What would have been the height of the embankment required for the amount of water necessary to compensate for the Black Spring line?—A. About forty feet, and the depth of water would have been about thirty-two feet.

Q. At that time were objections raised by the owners and occupiers of mills below to the proposal to construct that reservoir in that way?—A. Yes, by many of them; but in particular the late General Scott; and the manager of the spinning-mill below on Bavelaw Burn, though there was an imminent risk of the embankment breaking and carrying away these mills and General Scott's house, which are close on the banks of the Bavelaw Burn.

Q. It was thought less secure?—A. Much less.

Q. In consequence of that, powers were taken in the bill of 1826 to form the embankment of the compensation reservoir in another locality?—A. Yes.

Q. Was the site of that embankment and that reservoir identical with the site of the present proposed embankment?—A. The site of the embankment was the same as the one proposed now, but of course the reservoir, containing much less water, would not flood the lands as far up either as Stream Burn or Bavelaw Burn.

Q. But the embankment was to be put where it is now?—A. Yes.

Q. Was the proposal for the construction of the compensation reservoir well received when the act of 1826 was prepared?—A. Yes.

Q. Where was the embankment then to be placed?—A. Directly where it is now proposed to be placed.

Q. Proposed by whom?—A. By the Water Company.

Q. Was the Water Company at that time in constant communication with the owners and millers of the river below?—A. Yes.

Q. Upon the subject of the reservoir?—A. Yes.

Q. Was there concert or agreement between them as to the reservoir?—A. There was; the millowners and landowners considered that was the best and safest place for it to be situated.

Q. Now, the size of the reservoir was in that act of Parliament limited, was it not?—A. Yes, to 180 imperial acres.

Q. Is that the size precisely to which it is limited under this bill?—A. Yes.

Q. If that is so, will there not be the same identical 180 acres?—A. Yes.

Q. The water line of the reservoir will depend on the position and height of the dam?—A. It depends on the position of the dam; and the height of the water will depend on an average delivery of the springs in sixteen months, to be given to the millers.

Q. Those are the same springs now, or nearly so?—A. Yes.

Q. And the embankment is to be placed on precisely the same spot?—A. Yes.

Q. These two things being identical, or nearly so, will not the 180 acres, which are to be flooded in consequence of the erection of that dam, be the same in 1843 as in 1826?—A. Yes.

Q. Have you seen the plans which have been proposed on the part of Mr Johnson? There has been a suggestion for two reservoirs?—A. Yes, I have seen two sketched plans; those were by Mr Johnson.

Q. One of the sketch reservoirs is to occupy partly the same site as that which yours occupies?—A. Yes.

Q. Is the embankment to be in the same place?—A. Yes.

Q. But it proposed there should be a less head of water?—A. Yes.

Q. What is the difference?—A. The height of the water proposed by the present Parliamentary plan, as amended, is eighteen feet; and the plan proposed for that part by Mr Johnson is fifteen feet eight.

Q. Two feet four difference?—A. Yes.

Q. What is the difference in the contents of the ponds of the two reservoirs?—A. The Parliamentary reservoir will hold about 50,000,000 cubic feet of water, and the one, as reduced, will hold only about 34,000,000.

Q. Then, what would the amount of land be that would be covered by water, as against the 180 acres which would be occupied by the Parliamentary reservoir?—A. It would be 170 acres.

Q. Not as proposed by Mr Johnson?—A. No; 120 I think.

Q. Have you got the accurate figures there?—A. It is 126.

Q. Now, with reference to the other, the second reservoir,—you have got a plan before you, but you will know without a plan; you know the place called Redford Ruins?—A. Yes.

Q. What would be the effect of that abridgment of this reservoir with the diminished head,—diminished by two feet four,—Would the abridged reservoir terminate at the bridge, or pass above the bridge,—over the land at Redford Ruins?—A. No portion of it would pass above.

Q. Would it, in your judgment, continue to affect the meadows, which are the site of the present reservoir, to the westward of Redford Ruins?—A. Yes.

Q. You think it would affect these lands, though it would not keep them constantly overflowed?—A. Yes.

Q. It is a flat piece of land to the westward of Redford Ruins?—A. It is a flat piece of meadow,—a mossy meadow a good deal of it.

Q. What is the general character of land up there,—how many feet are we above the level of the sea?—A. Something above 900 to 1000 feet.

Q. It is, in fact, a shoulder of Pentlands,—it is at the foot of the Pentland Hills?—A. Yes.

Q. Is it what may be called moorland?—A. A great deal of it is moorland.

Q. And those are the first beginnings of cultivation?—A. Yes.

Q. Some portion of Mr Johnson's land is arable, but further to the west there is very little cultivation?—A. Very little.

Q. Chiefly moorland?—A. There is some cultivated land at Bavelaw Land, and a flood-ground there.

Q. That is in the immediate neighbourhood?—A. A little higher up.

Q. Now, to go to the other reservoir, which is proposed at the site of the intersection of the Bavelaw Burn, at the aqueduct,—that is the same site that was proposed in 1819, to compensate for the Black Springs. Now, what would be the height of the embankment of that second reservoir, to hold the

necessary quantity?—A. The height of the embankment would require to be about sixty feet.

Q. And what depth of water?—A. About fifty-two feet.

Q. I believe it is a narrow gorge there?—A. Yes, very narrow.

Q. So that you might form a very deep pond by a very short embankment?—A. Yes, and a high one also.

Q. What would the area average to be occupied by that reservoir?—A. It would be something about twenty-five acres.

Q. You have stated that the height of the embankment, which was proposed in 1819, and which the millers objected to as insecure, was forty feet?—A. Yes; and the depth of water about thirty-two.

Q. Now, you have an increased depth of water, namely, from twenty feet up to fifty-two,—and an increased height of the embankment also of twenty feet, from forty to sixty?—A. Yes.

Q. Do you think that would be a secure mode of constructing the reservoir?—A. I think it would be very unsafe for the people below.

Q. What would be the comparative cost. You have given me the cost of making the Parliamentary reservoir at L.15,000,—What would be the cost of constructing the reservoirs as proposed on the part of Mr Johnson?—A. I think about L.22,000.

Q. Do you know anything with respect to the occupation of that portion of the reservoir to the westward of Redford Ruins, as it lets with other lands?—A. No; I think it is generally let by public auction, or to the persons who bid most for it.

Q. Without reference to their occupation of other lands by Mr Johnson?—A. Yes.

Q. Did one of your assistants occupy it last year?—A. I am not sure whether it was last year,—it was some time lately,—a man of the name of Wallis, a blacksmith.

Q. Where does he live?—A. At Balerno.

Q. That is under two miles from Redford Ruins?

—A. Yes, on the left bank of Bavelaw Burn.

Q. Your friend the blacksmith, who assisted you in your survey, he occupied this land?—A. A portion of it,—a portion of the meadow land.

Q. Now, with respect to the plantation, of which we are to hear something, on which Redford Ruins are situated, what is the nature of that plantation,—what trees are there?—A. Generally speaking, they are Scotch fir trees.

Q. Of what growth?—A. I counted the rings of several of them, and I made fifty-one, and another fifty-two, and another fifty-three. The outer rings are so very thin that I am not sure I distinguished them exactly.

Q. Is that about it?—A. Yes; about fifty-three years old.

Q. When you judge,—it is some fifty years old?—

A. Yes; I think so, but the interior portion is younger.

Q. Are those trees that appear to you to have reached their prime at that length,—do you think they are going off?—A. I think they have reached their prime, from the circumstance, that the extra rings are so exceeding thin as hardly to be distinguishable, many of them.

Q. Does it deserve the name of an important wood, or is it a plantation, of which one sees so many on hills in Scotland?—A. I do not think it is of great importance at all.

By a Lord—Q. Is it what you call an ornamental wood?—A. No.

By Mr Talbot—Q. There is no house on the land at all?—A. No; there is an old tower that the gamekeeper lives in.

By a Lord—Q. What are Redford Ruins?—A. It was formerly a farm-steading.

Q. Are there any ruins at all?—A. There are walls.

By Mr Talbot—Q. You have considered the expediency of deviating with your aqueduct so as to keep outside that plantation?—A. Yes.

Q. Which affords the best levels,—the line you have chosen or the other?—A. The line I have chosen.

Q. Is there anything that renders the passing out of the plantation very inexpedient?—A. Yes; I bored at the north-west corner of the plantation, and found, when it was bored down to ten feet, we met with red sandstone rock, and I bored four feet two inches into it, and it continued red sandstone, and became considerably harder.

Q. Is that a convenient stratum for the construction of the aqueduct?—A. No; it would involve a considerable expense in cutting the rock.

Q. With respect to the other,—in the substratum, you have clay?—A. Yes; I bored twenty-one feet down, and found it all clay, without any rock.

Q. Is that what you desire for your works?—A. Yes.

Q. Does the circumstance that you would get stone on the other line at all compensation you for the increased labour necessary?—A. No.

Q. Have you taken into consideration that you would avoid taking and paying for those fir trees?—A. Yes.

Q. Taking all the matters into consideration, what line do you judge the most expedient?—A. The one originally taken.

Q. Is that considerably so?—A. Yes; very considerably so.

Q. With respect to the collection of the springs, do the levels suit better by taking the line through the plantations than out of it?—A. Through it.

Q. There would be a difficulty with respect to certain of the springs if the line were taken higher up outside the plantation?—A. Yes.

Q. Is the land there, which you would have to go through, supposing you take the line out of the plantation,—is that within the Parliamentary limits of deviation, or without them?—A. A portion is within and a portion without.

Q. So that that could be done by consent alone?—A. Only.

Q. What is the breadth of trees necessary to take?—A. The greatest breadth about twenty feet at the deepest part; and the other not perhaps more than ten feet,—varying from ten feet to twenty feet.

Cross-examined by Mr Hildyard—Q. Have the goodness to inform the Committee whether anything was done by the Company to carry into effect the provisions of the act of 1826, beyond making surveys and so forth,—Was any practical use made of that act?—A. I do not know of any.

Q. You do know nothing has been done towards carrying into effect, practically, the powers given by Parliament in 1826 up to the present time?—A. No.

Q. Nothing has been done?—A. I mean to say, that no earthwork, or anything of that kind, was done, but the springs were all measured.

Q. Has anything been done towards giving the people of Edinburgh the benefit of the powers this Company obtained for themselves, by the act of 1819 or the act of 1826?—A. By the act of 1819, of course, they laid the pipes from Edinburgh to the fountain-head of Crawley Springs.

Q. To the north of the Pentlands?—A. Nothing except measuring the springs, as directed by act of Parliament.

Q. As you have mentioned Crawley, what was the height of the cistern of Crawley above the level of the sea?—A. I am not very sure.

Q. Above 600 feet, is it not?—A. It is 230 feet above the reservoir at Castle Hill.

Q. How many feet?—A. 230.

Q. How much is the reservoir at the Castle Hill above the sea?—A. I think something above 300 feet.

Q. You were examined in the House of Commons?—A. Yes.

Q. Did you give evidence there as to the produce of the springs at Bavelaw, the Listonshiels Springs, and the Black Springs, from trials made in 1826, in 1827, and 1828?—A. Yes, I think I did.

Q. You stated that the average during those years was as follows:—The Bavelaw Springs fifty-seven cubic feet in the minute?—A. I think so.

Q. The Black Springs twenty-two cubic feet in the minute?—A. Yes.

Q. And the whole of the Listonshiels Springs 124 cubic feet in the minute, both those on the north and those on the south side?—A. I see a note here that the quantity of the Listonshiels Springs which delivered their waters into Bavelaw Burn, is seventy-one cubic feet; and the average of the latter part of 1826, eight months of 1827, and the early part of 1828, was seventy-seven cubic feet.

Q. Take the latter part,—the year 1826,—Did you not make the average of those three years, 1826, 1827, and 1828, eighty-seven cubic feet per minute, rejecting the thirty seven cubic feet which belonged to the Listonshiels North Spring?—A. No.

Q. Then, what do you make the aggregate produce of those three springs of Bavelaw, the Black Springs, and the Listonshiels Springs, on the north side of the Pentlands; what do you make the aggregate average discharge as ascertained on the expiration of those three years, it is 166 cubic feet in the minute, is it not?—A. The note I have here says seventy-seven cubic feet, and the Bavelaw Springs fifty-seven, and the Black Springs twenty-two.

Q. Does not that make an aggregate of 166 cubic feet of water, produced by those three springs, as ascertained on the expiration of those three years?—A. I said Listonshiels seventy-seven.

Q. Are you not in error in that? Did you not prove that the whole of the Listonshiels was 124 cubic feet, deducting thirty-seven for the Listonshiels North Springs, leaving for the Listonshiels South Springs eighty-seven?—A. Not as I have it here.

Q. What is the whole quantity of water from the Listonshiels Springs as you have it there?—A. I have only the quantity of water discharged into Bavelaw Burn.

Q. Then it would be about 156 according to that. Now, you stated before the Committee of the House of Commons what was the present produce of those two springs, the Bavelaw Springs and the Listonshiels Springs,—you stated the Bavelaw to be forty-five cubic feet in a minute?—A. In the Listonshiels

Springs, as measured in the early part of October last year, it is less; in the Bavelaw Springs forty-eight, in the Black Springs ten.

Q. You gave evidence of the falling off in those springs as a reason why the Company sought to carry to Edinburgh the Water of the Colzium Springs?—A. As one reason.

Q. That, then, had taken place in those springs,—that great falling off?—A. Yes.

Q. Now, we will go to the capacity of the reservoir,—What is the capacity of the compensation reservoir of the Bavelaw?—A. Do you mean the proposed one.

Q. Yes?—A. It is very nearly 50,000,000 cubic feet.

Q. What determined you in fixing on that capacity for that reservoir,—why do you call it the compensation reservoir?—A. I call it compensation because it is to be given to the millers in lieu of the spring water.

Q. Is it of the same capacity with the compensation reservoir you proposed to construct under the act of 1826, or thereabouts?—A. I think, in the act 1826, the capacity was rather smaller, on account of the complete ignorance of the Company, and every one concerned with them, of the produce of the springs. They were not commenced to be measured until the latter end of 1826, and they measured in 1827 and 1828. At the time that plan was made the Company had no knowledge of the delivery of the springs.

Q. But you took the same number of acres for the reservoir in 1826, did you not?—A. Yes.

Q. Did you take the same position for your embankment in 1826?—A. Yes.

Q. Did you take an embankment of the same height in 1826?—A. Yes; I think it was about the same.

Q. Explain if you took the same average, and the same position of embankment, and the same height of embankment,—how, to any material extent, the capacity of this reservoir can differ from the capacity of the one proposed now?—A. The height of the water proposed to be pent up in it might be slightly less than the present.

Q. Had you any waste weir in your embankment in 1826?—There was intended to be one.

Q. Is there intended to be one here?—A. Yes; but not to be used in the ordinary way of a waste weir.

Q. Did you not state before the House of Commons that you had no waste weir as part of this scheme?—A. No, I did not.

Q. Before the Standing Orders Committee of the House of Lords?—A. No, what I stated was this: that it was not intended to make a waste weir for the ordinary purposes of a waste weir,—but in the event of a *damnum fatale*.

Q. And what is your *damnum fatale*; explain that?—A. A *damnum fatale* is, if the embankment were to burst, and carry with it all the mills, or a very heavy unexpected flood came that would otherwise run over the top of the bank and cut it down.

Q. By a waste weir, was meant, whether the term was used properly or not, a weir that would let off the water of the reservoir after it had attained a particular height,—that is what we are speaking of when we are talking of the capacity of the reservoir?—A. It is not so intended: it is intended to make a waste weir, but not for the ordinary purposes.

Q. You will have no weir which will let off the water when it attains a particular height in your reservoir according to the plan?—A. There will be no weir, but there will be a self-regulating sluice to let off the water; and, moreover, there are two large pipes to be put through the bottom of the embankment, which, at all times, if properly used, will let off any flood that comes.

Q. Is your sluice exhibited in the plan?—A. No; it is never done so far as I know; that is merely the small details of the construction,—that is for the specification to be lodged with the Sheriff.

By a Lord—Q. In what way do you get at a capacity of 50,000,000 cubic feet; how is it calculated,—how do you calculate how much you require?—A. In this way the levels are taken round the bottoms of the reservoir,—they have been taken at every two feet in height, and the quantity of water collected in sluices of two feet high each, and the aggregate of those is 50,000,000.

Q. How do you know how much you will want?—A. There is great difficulty, but the quantity we want to have is rendered now more probable,—the springs having been measured in 1827.

By Mr Hildyard—Q. The millers are not allowed to draw off this water; they are to have the regulating of the discharge of this water?—A. To a certain extent.

By a Lord—Q. Is that by act of Parliament?—A. Yes.

By Mr Hildyard—Q. There is a certain depth of water to be constantly kept in the reservoir?—A. There is a certain depth in the bottom.

Q. What is that depth?—A. Six feet.

Q. Is that included in your computation of the capacity of the reservoir?—A. Yes.

Q. You have 50,000,000 of cubic feet; did you say irrespective of that six feet at the bottom of the reservoir?—A. Yes; but the quantity in that six feet would be exceedingly small, because a portion would be excavated out of the solid ground in order to allow the deposit of mud and gravel that may be carried when the water in the reservoir is low,—to be a deposit for that, to prevent the gravel and mud from passing towards the upper end of the pipes in the bottom and choking them up.

Q. Now, do you represent that an embankment of sixty feet is in itself so perilous, that it cannot be constructed without danger to those who are on the stream below?—A. I apprehend that every embankment of such height involves a certain degree of danger to the people below; if it be well constructed the danger will be less, but everything of that kind has a danger in it.

Q. Now, upon your character as engineer,—not talking of expense, we leave that out,—do you represent it as your opinion, as an engineer, that an embankment of sixty feet cannot be constructed as a safe embankment to pen up water of this description?—A. I mean to say that an embankment of sixty feet cannot be constructed with so much safety as an embankment of twenty.

Q. That is not an answer to the question. If you, as an engineer, were asked, is a project for penning up water by an embankment of sixty feet in altitude capable of being made a safe project with respect to these below on the stream, would you, or not, say it was capable of being done?—A. I would not say it was capable of being made perfectly safe,—there is always some slight risk.

Q. Practically, do you mean to represent that that is an unsafe embankment if properly constructed?—A. I do not say it is exactly unsafe; you can make no embankment without danger.

Q. Do you entertain any doubt that there are embankments of a much greater altitude now existing in this country?—A. I know there are embankments higher than that in this country.

Q. Do you know the Holer Firth, in the West Riding of Yorkshire?—A. No.

Q. Tell me the height of the embankments of your own reservoir at Glencorse?—A. It is seventy-five feet.

Q. Do you consider that to be a safe embankment?—A. It is nearly safe,—as safe as it could be made.

Q. Is not the danger to the embankment entirely confined to the altitude;—assuming the proper materials to be used, is it not entirely a question depending on the altitude of the embankment?—A. No.

Q. What other matter intervenes?—A. It depends a good deal on the quality of the ground you have to supply the puddle to make the bank of; but if the quality of the ground is porous, and you cannot fill up the pores, it makes the embankment dangerous.

Q. The materials and the foundation, of course, are the ingredients in every case?—A. Yes.

Q. But it does not depend on the length of the embankment, does it; assuming the foundation and the materials to be the same in both cases, and the altitude,—does the length of the embankment at all affect its stability?—A. Yes, I should think it does.

Q. On what ground? Is not the pressure that of the column of water that is pent up?—A. If you have an embankment of one hundred yards in length and a certain height, and another of two hundred yards long, there will be more risk with the last.

Q. Assuming there is the same base and the same materials used throughout, is it not a question of the altitude of the water that is pent up?—A. I think so, so far as I see at present.

Q. Your own embankment at Glencorse Burn is of the altitude of seventy-five feet?—A. Yes.

Q. You proposed an embankment at Harperrig,—What was the altitude of that embankment?—A. I think about forty feet, as far as I recollect.

Q. Just recollect yourself, will you?—A. Yes, I think the depth of water was about forty feet.

Q. What was the height of your embankment?—A. About eight or nine feet more.

Q. You have spoken of the quantity of land that will be required for this reservoir. Have you estimated that quantity as to land that will actually be covered with water, or have you taken into your consideration the lands which will be prejudiced by the wash of the reservoir?—A. I have taken into consideration the land that will be prejudiced by the wash.

Q. How much have you taken for the wash?—A. About six acres.

Q. Round the whole of the reservoir?—A. No.

Q. Wherever it is exposed to a wash?—A. Yes.

Q. Six acres,—is that the whole you have taken?—A. Yes, for the wash.

Q. Now, having your attention drawn to the western portion of the reservoir, westward of the Redford Ruins,—what will be the depth of the reservoir upon that portion of Mr Johnson's land that lies west of the Redford Ruins?—A. Of various depths.

Q. What will be its average depth?—A. At the upper end it will be nothing; and lower down, six feet, perhaps, at the bridge.

Q. Just consider what will be the deepest portion of the reservoir,—the one nearest the bridge?—A. Of course, nearest the bridge, about the middle; between the bridge and the upper end, it would be two feet.

Q. Are you speaking now with your own section before you?—A. No; but I am speaking with the plan before me.

Q. What is the extreme depth west of that road?—A. The extreme depth, I think, will be about six feet on the ordinary ground; the burn is a little deeper.

Q. Do you mean to represent that there is any portion of the reservoir west of that bridge which will be six feet in depth?—A. Yes, the burn will be more than six feet.

Q. What do you call the burn?—A. The Bavelaw Burn.

Q. What will be the depth of the reservoir, or the height of the water above the surface of the land,—either the plantation or meadow land,—if you look west of the road?—A. The plantation is about four feet.

Q. What the meadow land?—A. It will be from that to nothing.

Q. Now, how many trees do you take west of that road?—A. I think about twenty. The meadow land west of the bridges is about twenty acres. There is a plantation and a little bit of land to the south of that, across the back drain. Altogether, it may be about twenty-seven acres.

Q. West of the bridge?—A. I think so.

Q. You said twenty-six?—A. I meant then the meadow land.

Q. Now, with respect to those plantations,—are those plantations, in your judgment, intended as ornamental plantations, or is their chief value for the shelter which they afford?—A. I imagine their chief value is shelter.

Q. Do they seem as if they are planted with reference to the shelter that would result from them?—A. I do not know,—indeed, I cannot tell you.

Q. Did you make an estimate of the value of the land that is to be required for these purposes,—are you the party who proves that?—A. No.

Q. Does your L.15,000 include the land upon which the reservoir is to be constructed, and which must be taken for the purpose of the reservoir?—A. Yes.

Q. What portion of that sum have you allotted for the land?—

Mr Talbot is heard to object to the question.

Mr Hildyard is heard to submit the question as a proper one.

The Committee suggest an alteration in the question.

Q. Assuming the reservoir were constructed at that spot where you proposed in 1819 to construct it, and where you understand *Mr Johnson* wishes it now to be constructed, would the new land which would then be covered with water be more or less valuable than the land lying to the west of the Bavelaw road?—A. I believe a portion of the land that would have been occupied by the reservoir of 1819, was and is more valuable than some of the meadows that will be covered by the intended reservoir now. There is a considerable portion of the upper part that is boggy,

not meadow; the other is good land, on which they cut grass for their cattle.

By a Lord—Q. The question is regarding the whole quantity?—A. A portion I believe to be more valuable, and other portions less valuable.

Q. Taking it altogether?—A. I should think it less valuable.

By Mr Hildyard—Q. Do you think that the twenty-seven acres west of that road which you propose to take, is less valuable than the land which would have to be taken in addition to that which will be covered under either scheme,—assuming that *Mr Johnson's* scheme is adopted?—A. No; just the contrary.

Q. Now, to what extent do you think?—A. I cannot tell.

Q. Not asking you to L.50 or L.100,—what saving would result as far as you can form an opinion?—A. I have not formed an opinion on the subject, so I cannot tell.

Q. You cannot tell then to L.500?—A. No.

Q. Do you think it will be to that extent?—A. I cannot tell.

Q. On this matter you do not feel competent to give any evidence?—A. No.

Q. You were the engineer of the Company in 1826?—A. Yes.

Q. Was *Mr Telford* one of the engineers of the Company, or the consulting engineer of the Company?—A. I think he was.

Q. Did he continue so until his death?—A. No.

Q. Was he in 1826 the consulting engineer of the Company or not? Was he examined before Parliament in 1826 on behalf of the bill?—A. Yes.

Q. Was he not then acting as engineer of the Company?—A. I think he was.

Q. How much spring water do you now propose to bring into the city of Edinburgh,—how much pure water,—how many cubic feet per minute, under the powers of the new act, do you propose to introduce into the city of Edinburgh?—A. I think it is likely that the average discharge of the springs will be about 121 cubic feet per minute.

Q. Under the new act?—A. Yes.

The Committee suggested that the witness must mean by his answer the additional quantity.

Q. How many cubic feet per minute would you introduce into the city of Edinburgh?—A. You said spring water.

Q. Yes, confining it to spring water?—A. As far as I have considered the probability,—from the springs being measured before that,—it would be 121 cubic feet per minute.

Q. The whole quantity of spring water introduced into Edinburgh under the provisions of that bill?—A. That is likely to be the quantity.

Q. What will be the average quantity of spring water from whatever source, and going in whatever direction, which will be introduced into the city of Edinburgh, after this bill passes according to the provisions of this act?—A. 165 cubic feet per minute on the average.

Q. The whole quantity?—A. Of spring water.

Q. How much of that will pass through the Crawley pipe?—A. About eighty cubic feet.

Q. How much burn water will pass through the Crawley pipe into the city of Edinburgh on an average per minute?—A. About 110 cubic feet per minute.

Q. Now, sum up those figures,—What will be the

whole quantity of water flowing into Edinburgh after the act has passed?—A. 295 feet.

Q. Is there any burn water to reach Edinburgh except by the Crawley pipe?—A. No.

Q. Have you taken the produce of the Bavelaw Springs, and Black Springs, and the Listonshiels, according to their capacity, as ascertained in the experiments of 1826, 1827, and 1828, or according to their capacity when you took them last year?—A. I have neither taken one nor the other.

Q. What have you taken then to be the capacity of those three springs as likely to pass through to Edinburgh by your new pipe,—take the Listonshiels first?—A. The Listonshiels would be about seventy-one cubic feet, and the Bavelaw probably about forty-four, and the Black Springs about fifteen.

Q. When you projected this viaduct and the Colinton pipe, it was part of the scheme, was it not, for bringing in the Colzium?—A. Yes.

* The following report of the discussion, which preceded the rejection of the Colzium clauses, is taken from the *Scotsman* of the 29th April, but is somewhat abridged, by omitting several passages which went more into detail. It is worthy of being preserved, along with the other good things, in the present collection of "Water Company curiosities:—"

"London, Wednesday, 26th April.

The Committee met to-day at 12 o'clock. Mr Austin, for the Water Company, insisted on proceeding regularly through the bill, clause by clause. This was resisted by Mr Talbot, who argued, that the clauses fixing the new works should be taken up first in order. The Committee resolved to postpone all the clauses except the first, and to proceed at once to clause 105. [The Colzium clause].

Mr Andrews then proceeded to open the case for the Company, in a long and able speech. Mr Rutherford called his attention at an early period to the fact, that he had never alluded to the *ways* and *means*. This seemed to put the counsel in a very difficult position. His difficulty was that having been refused the *rating clause*, they could not find the *means* of executing the new works without sacrificing the interests of the proprietors,—for he had frequently stated before, in the course of his argument, that unless they obtained the *rating clause*, they would not realize a dividend of three per cent.; and Mr Andrews had now to prove that this was all a hoax! He laboured with great difficulty to make out that they would be mad not to expend the larger sum in bringing in the larger supply; that to confine themselves to an expenditure of only £36,000, by the old line, would be folly; that they should rather expend £50,000 in bringing in the Bavelaw Springs by Colinton; and having done so, that it would be the part of wise and prudent men to bring in the Colzium Springs also, and thus spend the whole estimated sum of £111,500!! Mr Andrews concluded, at ten minutes to three, by declaring that, though they wished the rate clause to save themselves from loss, yet they would proceed with their bill notwithstanding its rejection!

Mr Talbot commenced by replying to the statements of Mr Andrews as to the supply; and read from the newspaper, the Water Company's advertisement of the 15th October last, which, he said, is either 'words that cannot lie,' or else a 'gross fraud upon the public, with an interested object.' Mr Talbot then spoke of the 'Colzium job.' He went on to examine the nature of the transaction, and to analyse the cost of the Colzium Springs, which, he showed, would be about £600 per cubic foot. Mr Talbot then exposed very happily the view which a future Committee of the House might take, should the Company now prevail in getting these springs and in laying out the money, which, with their mismanagement and extravagance, they would likely do, and then come seeking a new rate to compensate them. He said they would make out a showy case of necessity for receiving a rate, chiefly from their mismanagement

Q. It was the best line in which the Colzium waters could be introduced into the city of Edinburgh according to your judgment?—A. I think so.

Q. What is the distance of the Bavelaw Springs from the cistern at Crawley?—A. I think about seven and a-half miles.

Q. What is the distance of the Bavelaw Springs from the cistern at Crawley?—A. You mean the Bavelaw and the Listonshiels.

Q. No, merely the Bavelaw Springs,—they are to the west of the extreme part of the reservoir?—A. It is upwards of six miles.

Re-examined by Mr Talbot—Q. Let me call your attention to an answer you gave, for there must be some confusion as to the amount of water. You have stated that there will be 110 cubic feet of spring water, and of other water 185, making a total of 295 cubic feet of water on the average discharged into the city of Edinburgh. You had previously stated there would be 190 from the old supply,—that the intended new conduit by Colinton would give 116 feet on the average, to which there was to be added fifteen feet the produce of the Black Springs, making a total of 321?—A. Yes, those quantities make 321.

Q. There is no doubt that the average supply is now 190?—A. No.

Q. That comes from the Crawley Springs and the Glencorse Burn?—A. Yes.

Q. Then we have to ascertain what the Black Springs will give?—A. They are likely to yield on the average fifteen feet.

Q. That will make 205: What shall we get by the new pipe which will take in the Bavelaw and Listonshiels?—A. I think 116.

Q. That makes 321 feet. And 50,000,000 of cubic feet is to be the capacity of the compensation reservoir?—A. Yes, of the amended one.

Q. That is as now proposed?—A. Yes.

Q. There is a clause in your bill, clause 127, which regulates the construction of that reservoir?—A. Yes.

Q. It appears there is to be sixteen months measurement of these springs?—A. Yes.

Q. And on the quantity discharged by the springs having been ascertained by these sixteen months measurement, then your reservoir is to be capable of containing half the quantity of water discharged in that period?—A. Yes.

Q. Was that a matter arranged between you and the millowners after great discussion in the House of Commons?—A. Yes.

Q. It concerns the city also?—A. The millowners almost entirely,—the city indirectly.

Q. Is it your opinion that a reservoir will be required of the capacity of 50,000,000 of cubic feet?—A. Yes.

Q. Is that founded on the best judgment you can form of the yield of these springs?—A. Yes, the probable yield.

and extravagance. *Mr Rutherford*—'We may perhaps agree with you.' Mr Talbot concluded about ten minutes to four, with a powerful appeal, showing the injurious effects which would result from the Company's success.

The Company got a terrible flagellation to-day, in the person of their chairman, as to Colzium and their advertisements; and he, at least, won't be anxious to rake up again the ashes of the late job. Mr Talbot's speech was altogether most effective, and his remarks on Mr Learmonth's proceedings and those of the Company exceedingly pungent."

Q. That will extend over the accurate measurement of sixteen months the bill speaks of?—A. Yes.

Q. You have been asked about this embankment, and whether you can pretend to say that an embankment proposed by Mr Johnson sixty feet high was necessarily unsafe,—will you state whether the apprehensions of its unsafeness were not suggested by the millers when it was twenty feet lower in 1819?—A. Yes, and very strongly insisted on by the late General Scott, who thought it would burst and carry away his house, which is just below.

Q. Your attention was called to the embankment of the Crawley?—A. Yes.

Q. When that embankment was constructed in the year 1819, was it not assented to by the millowners, on the footing that the city of Edinburgh would guarantee them from damage by the bursting of the embankment, to the amount of L.50,000?—A. Yes, and beyond the whole property of the Company.

Q. Without that you would not have been allowed to erect that embankment?—A. No; the Duke of Buccleuch and Lord Melville were very much against it.

Q. And this guarantee on the part of the city, beyond the subscribed capital of the Company, was the means of quieting that apprehension?—A. Yes; and also the employment of Mr Rennie to see the thing rightly done, according to the plan made by him and Mr Telford.

Q. Would this reservoir contain 50,000,000 cubic feet plus,—a certain quantity below a certain depth?—A. Yes.

Q. Will that six feet be available as capacity for water?—A. No; it is available only for the purpose of receiving gravel and mud for a series of years.

Q. Is the effect of that to give you 50,000,000 cubic feet clear?—A. Yes.

Q. Not abridged by the deposit of silt?—A. No.

By a Lord—Q. Can you tell what is the average that is proposed to be covered by water lying to the left of the road?—A. Twenty-seven acres.

Q. What quantity of water will be held plus the six feet,—or rather deducting the six feet,—what is the quantity of available water that will be retained on that part of the land which is covered to the left of the road?—A. I cannot at present tell without calculating,—not separately.

Q. You have stated that it will be on twenty-seven acres, of about four feet deep?—A. The lower part, next the bridge.

Q. You have never made that calculation?—A. No.

Mr Talbot—Q. Would it be possible to raise the water to the necessary height, in the lower part of the reservoir, without, at the same time, covering those twenty-seven acres?—A. No.

Q. So as to contain the requisite quantity?—A. No.

Q. You have no objection or desire to taken twenty-seven acres more than is necessary?—A. So far from it, they will be extremely desirable to avoid any valuable land.

Q. Is it a necessary consequence of raising the embankment, sufficiently to give the quantity below the bridge, that you must cover the land above the bridge?—A. Yes.

Q. Suppose you were confined to the bridge, as the utmost point beyond which you should not be allowed to raise the water, what would be the effect on the water below?—A. To reduce it to 34,000,000 instead of 50,000,000.

Q. Would that quantity enable you to keep faith with the millers?—A. Nothing like it.

By a Lord—Q. Not without a reservoir somewhere else?—A. No.

The witness is ordered to withdraw."

[The evidence of Mr Rendall is, substantially, to the same effect as he gave before the Committee of the House of Commons, and as Mr Jardine gave before the Committee of the House of Lords. It has, therefore, been thought unnecessary to print any of it, except two short extracts regarding the measurement of the springs, which follow:—]

"MINUTES OF EVIDENCE TAKEN BEFORE THE LORDS' SELECT COMMITTEE, to whom is referred the bill intituled 'An act to enable the Edinburgh Water Company to bring in an additional supply of Water, and to alter and amend the acts relating to the said Company.'

Sabbath, 22 July 1843.

The MARQUIS OF NORTHAMPTON in the chair.

James Meadows Rendall, Esq., is called in and further examined by Mr Hildyard, as follows:—

Q. You spoke of some other figures which were given to you by Mr Jardine?—A. I had not with me yesterday the calculations of the produce of the springs taken in 1826, 1827, and 1828; I have now the paper, and also the memorandum book in which the size of the reservoir was calculated, and I will read the memorandum I made at the time, if you wish.

Q. You have no other calculations with respect to the produce of those springs since the years 1826, 1827, and 1828,—all that which you gave me yesterday was a calculation founded upon the produce of those springs in October 1842?—A. No other.

Q. Now, again, tell me what it was in 1842?—A. I am now reading from my original notes taken down at Edinburgh. The Listonshiels Springs which discharge their water into Bavelaw Burn, sixty-one cubic feet per minute; the Bavelaw Springs, the discharge is above forty-eight cubic feet per minute; the Black Springs, the discharge is above ten cubic feet per minute, making altogether 119.

Q. Making altogether 119 cubic feet discharged in a minute by those several springs?—A. As measured by Mr Jardine in 1842.

Q. With regard to the delivery of those springs, I must trouble you to give me the measurements of the springs in 1826, 1827, and 1828?—A. The measurements of the springs were given to me by Mr Jardine, and he has also put into my hand the plan of those springs taken in 1826, 1827, and 1828, certified by the engineer appointed, under the act of Parliament, for ascertaining the discharge of those springs. The quantity, as made up by Mr Jardine, and given to me, which I have proved since by reference to the plan, is as follows:—The average measurements extended over the period stated in that plan, which I think is full two years. The Listonshiels Springs, which gave in 1842 sixty-one cubic feet, gave, upon the average of the years 1826, 1827, and 1828, seventy-seven cubic feet. The average of the same springs which discharged into the Bavelaw Burn from Bavelaw, was fifty-seven instead of forty-eight; and the average of those which discharged from the Black Springs was twenty-two instead of ten. The totals

of the two trials would be 156 cubic feet for those springs in 1826, 1827, and 1828, and 119 cubic feet for the same springs in 1842. Then, I have this note, which I will read to you, made at the time.

Mr Hildyard—Q. Is that a note made by yourself?—A. It is.

Q. Made at what time?—A. At the time those dimensions were given to me. Now, the note I made was this. Mr Jardine explains the diminished supply shown by the measurement of last year, by the unusual drought which then prevailed; but he states that the supply, as shown by the measurements of 1826, 1827, and 1828, will have been permanently impaired by the sheep-drains, which now prevail over the hills where those springs occur. That is a kind of surface draining which prevents the springs from yielding so much.

Mr Sergeant Wrangham—Q. Did you hear Mr Jardine examined upon this subject in the House of Commons?—A. No.

Mr Hildyard—Q. What were the months in the years 1827, 1828, and 1829, in which these measurements were made?—A. They were made by Mr Jardine and Mr Bald in September, October, and November, in 1826; and in April, May, June, July, August, September, and October, in 1827; and in April, May, June, July, and August 1828,—making two full years. Then, the way in which I calculated them was this: I took the supply according to the measurements of the three years named, and also the supply according to the measurements of 1842, and then I took the mean, which was 137½ cubic feet."

[The great value of Mr Grainger's evidence, especially in showing the superior advantages which would be derived from having two new reservoirs in place of one, as proposed in the bill, has led to its being printed entire. It appears to have convinced all parties, and to have led to the compromise afterwards embodied in the act, by the addition of new clauses, requiring two new reservoirs to be erected, in place of one, on the consent of certain parties being obtained.]

MINUTES OF EVIDENCE TAKEN BEFORE THE LORDS' COMMITTEE, to whom is referred the bill intituled "An act to enable the Edinburgh Water Company to bring an additional supply of water, and to alter and amend the acts relating to the said Company."

Die Lunæ, 24 Julij 1843.

The MARQUIS of NORTHAMPTON in the chair.

The counsel and parties are ordered to be called in.

Mr Sergeant Wrangham states, that, in pursuance of the suggestion made by the Committee on Saturday, the petitioners have embodied their proposition in clauses containing that alternative,—taking both cases which have been suggested.

Mr Austin states, that, not having received the clauses suggested till this morning, they had been since considered; but that the supporters of the bill cannot agree to their introduction.

Mr Thomas Grainger is called in and examined by *Mr Talbot*, as follows:—

Q. You are, I believe, a civil engineer, residing principally in Edinburgh?—A. I am.

Q. Have you been largely employed as a surveyor in the northern part of Ireland and Scotland?—A. I have.

Q. Have you had experience in works of the de-

scription which are the subject of these clauses,—reservoirs, and matters of that kind?—A. Yes, in works of that description.

Q. Are you acquainted with the locality where this reservoir is proposed to be made?—A. I am.

Q. I believe you have made surveys and examined the plans with considerable care?—A. Yes, I have.

Q. Have you seen also the plan which is proposed by the promoters of this measure for the construction of this reservoir?—A. Yes, I have.

Q. Have you also drawn, upon a plan somewhat of large dimensions, the extent to which that reservoir would go?—A. Yes, I have.

Q. Have you also prepared a plan of the mode in which you think any injury resulting from that reservoir to the estates of these gentlemen might be mitigated?—A. I have.

Q. Do I understand you to be of opinion, that the mode in which it is proposed to make the reservoir, according to the Parliamentary plan, is unnecessarily injurious to the property upon which it is placed?—A. I think so.

Q. I believe the best way will be to ask you to state to their Lordships in what particulars you consider that the plan has been so constructed as to cause an unnecessary damage to that property?—A. With reference to the plan before me, the blue line is the margin of the reservoir according to the amended plan now before Parliament,—the red line represents the reservoir as reduced to an extent which I think would do very much less injury to Mr Johnson's property.

By a Lord—Q. Is the embankment in the same place as in the plan before the Committee?—A. No, not exactly; but the water line is the same in both plans, so that it affects the property in the same way.

Mr Sergeant Wrangham—Q. In the plan which you have laid before their Lordships, is your proposed alteration represented as a single reservoir, with the embankment removed,—or is there not represented an auxiliary reservoir in aid of the main reservoir?—A. According to the plan now before me, the head of the embankment is precisely in the same place as in the amended plan;—in the plan before their Lordships, the embankment is moved a little lower down the stream, but in both plans the water line is on the same level.

Q. Will you state, before we go into the plans at all, of your proposed alterations, what are the principal injuries which you anticipate from the adoption of the Parliamentary plan?—A. The chief injury appears to me to arise to Mr Johnson's property, to the west of the road leading from Balerno to Bavelaw; that ground is exceedingly flat, and by raising the water only two feet four inches above the level of the line I have suggested, the ground to be occupied by the reservoir is very greatly increased, as regards the quantity of land, while it does not increase in anything like the same proportion the quantity of water;—it is just sufficiently large to destroy the land without benefiting the Company.

Q. That portion of the land to the west of Bavelaw Bridge covered with water in the Parliamentary plan, and that otherwise affected by the water, is covered to so shallow a depth, as merely to destroy the land without increasing, in proportion to that injury, the capacity of the reservoir?—A. Yes; according to the sections taken of the average depth west of Bavelaw Bridge, the fall will be twenty-one inches.

Q. What is the extent of land west of the bridge

which will be covered with water according to the Parliamentary plan?—A. About twenty-seven acres.

Q. Twenty-seven acres will be covered with water?—A. Twenty-six and three quarters.

Q. How far do you conceive the damage would be carried beyond the immediate brink of the reservoir, —how much more of land in that quarter would be damaged though not covered with water?—A. I should think certainly an equal quantity.

Q. Does the land lying west of the proposed reservoir, continuing for some distance, of that level character you have described, apply to that portion not covered by water?—A. It continues very flat nearly as far as Mr Johnson's property extends.

Q. Is it to the drainage principally you anticipate damage from the making of the reservoir?—A. Certainly it affects the drainage of all the surrounding land.

Q. You have known the land very well?—A. I have.

Q. Does it interrupt any drain which has been made there,—any main drain?—A. It interrupts the large drain made a few years ago.

Q. In point of fact, it will have the effect of checking the drainage lying west of the reservoir, and injuring the land in the way you have described.—A. Yes; for a considerable extent, far beyond the limits of the reservoir.

Q. When you say twenty-seven acres will be prejudiced, do you mean that that will be more damaged than the rest of the land lying in the neighbourhood?—A. Yes; it will be so far below the summit level of the reservoir, that it will be comparatively useless.

Q. Are there any plantations on that part of the estate?—A. There are.

Q. Are those plantations of great importance as a shelter in hard weather?—A. I should think they are. There is an old plantation immediately to the west of Redford Bridge, which extends to, I think, about two acres, which will be entirely covered with water unless the amended plan is adopted. There is also a hedge-row, running immediately west from it, of nearly half a mile in length, which will be also entirely destroyed; there is another parallel to it, of nearly the same extent, which will be also entirely destroyed; there is another, proceeding on an opposite direction, at the western extremity of the one I have just mentioned, which will be also very seriously injured; besides that there are some plantations to the east of that road.

Q. Are those the principal objections which you think are to be taken to the Parliamentary plan, and which you seek to obviate by some plan of your own?—A. I have mentioned the chief objections; but there are some subordinate objections, which it is not necessary to mention.

Q. Those are the main features of the objection?—A. They are.

Q. What is the capacity of the reservoir upon the Parliamentary plan,—or do you take it from Mr Jardine's statement?—A. According to the calculations I have made, it is 48,130,524 cubic feet.

Q. Covering what number of acres?—A. Covering ground, measuring up to the water line, 157½ acres; but, to take the necessary ground for the surge all round the reservoir, the quantity will be, as nearly as possible, 180 acres.

Q. You have told us you have proposed more than one mode by which you think those evils, west of

the bridge, might be, to a great extent, obviated?—A. I have.

Q. One of these plans is, still making one reservoir, and taking the embankments lower down the burn, and one keeping the embankment where it is, and making the second reservoir adjacent, at the left hand?—A. Yes; those are two of the plans.

Q. A third plan is, making the reservoir where it is, but lowering the water line, and having the second reservoir at Listonshiels, where the springs are?—A. Yes.

By a Lord—Q. In all the three proposals, the water line is to be lowered?—A. Yes; and the quantity of water to be stored precisely the same as according to the amended plan.

Mr Sergeant Wrangham—Q. To what extent is the water line proposed to be lowered,—where will be the western extremity to which that water-line will reach the ordinary summit,—by what do you propose to measure it?—A. I propose it should be lowered to the extent of two feet four inches,—the effect of it would be to reduce the quantity of land to be occupied.

Q. Would that have the effect of reducing the ordinary height of the summit level to the spring of the arch of Bavelaw Bridge?—

By a Lord—Q. Of what materials is Bavelaw Bridge built?—A. Stone.

Q. What sort of stone?—A. A sort of coarse sandstone.

Q. Not a limestone, but a silicious sandstone?—A. Yes.

Q. Not liable to be injured by water?—A. I do not think it would.

Mr Sergeant Wrangham—Q. Would the effect of removing the embankment to the place marked G H in the plan, be the lowering the water line to the extent you describe,—of two feet four inches,—all over, so as to reduce the summit level to the spring of the arch of Bavelaw Bridge?—A. Yes; the embankments are in different situations, but the water line is the same in both cases.

Q. In both of your plans it is lowered two feet four inches from the level on the Parliamentary plan?—A. Just so.

Q. Then the embankment, being formed at that spot, leaves the reservoir with the same capacity of water which the Parliamentary reservoir possesses?—A. Yes; I suppose it will be the same,—rather more if anything; but I will assume it to be the same.

By a Lord—Q. When you speak of the quantity of water being the same, you mean the quantity of water applicable to these purposes?—A. It is all applicable in that respect; the quantity applicable to the millowners is the same quantity of water stored up.

Mr Sergeant Wrangham—Q. Have you made an estimate of the expense of the works in that case,—of removing the embankment?—A. Yes, I have.

Q. As to the embankment itself between points G and H?—A. Yes.

Q. What is the estimate you give for that embankment?—A. L.5409.

Q. Does that include the expense of the sluice?—A. It does.

Q. And of clearing out for the foundations, and so on?—A. The whole expense.

Q. Have you calculated the quantity of land that would be occupied by that reservoir?—A. I have;

the quantity to the water line is 153½ acres; and the ground required for the margin will be a little less than in the former case, particularly on the west of the road to Bavelaw.

Mr Austin—Q. Will it be much less, or shall we take it at 180?—A. Taking the margin, and so on, it will be about ten acres less.

Mr Sergeant Wrangham—Q. You say west of the bridge particularly?—A. Yes.

Q. What would be the extent of the land you would consider as coming within that description of land west of the bridge, which will be affected by the reservoir?—A. According to the amended plan,—the Parliamentary plan,—it may be considered as about twenty-four or twenty-five acres, but this will be reduced at least three-fourths,—not above seven or eight acres will be affected, and only about one acre covered; and then it will not be affected to the same injurious extent.

Q. Those seven acres will not be affected to the same injurious extent as the twenty-seven in the other case?—A. No, they will not.

Q. Those meadow lands west of the bridge are particularly valuable property?—A. In that situation I should think the most valuable property he can have.

Q. Have you an estimate of the whole expense, taking Mr Jardine's estimate of his own work, or have you made an estimate yourself of the expense of the Parliamentary plan?—A. Yes, I have.

Q. Taking the estimate for the Parliamentary plan, and the estimate for your own plan, and the single reservoir which we are now upon, what difference do you make in favour of that plan in point of expense?—A. I make a difference in the works in favour of Mr Jardine's plan, comparing the Parliamentary plan with the single one lower down,—I make a difference in favour of Mr Jardine's plan of L.2222.

Q. You have not valued the land?—A. I have not.

Q. Did you receive the value of the land from some one else?—A. I received the value of the land from Mr Barlas, who has been intimately acquainted with that ground, and that country, for ten or fifteen years.

Q. What is the difference in the value of the land taken under Mr Jardine's plan, and the value of the land taken under your plan?—A. L.2857 in favour of my plan, which gives a balance to the extent of L.635 in favour of my plan.

Q. Do you consider that that reservoir, made in the way in which you propose, would be equally efficient for all the purposes for which the reservoir was intended?—A. I think it would be in every respect as good as the other.

By a Lord—Q. Is there any difference between the embankment in your plan and Mr Jardine's lower embankment?—A. My embankment is considerably higher.

Mr Sergeant Wrangham—A. What are the works necessary in either case, either taking Mr Jardine's plan or your plan? When you speak of the works of the reservoir, does that principally apply itself to the embankment at the head of it?—A. Yes.

Q. There is no embankment but at the back part of the reservoir?—A. No.

Q. What is the height of the embankment you propose in the line G H?—A. Forty-six feet to the water line, and eight feet above that, to the top of the embankment, making in all fifty-four feet.

Q. What is the height of the embankment on the other line?—A. Twenty-six feet eight, I believe.

Q. Does that appear upon the section twenty-six feet eight?—A. It is so marked, I believe.

Q. At what have you calculated the embankment on the Parliamentary line?—A. L.3187.

Q. Going to the second alternative of the two, the auxiliary reservoir, in addition to the main reservoir, do I understand you correctly, that in that case you would leave the embankment of the main reservoir at the same point where it is upon the Parliamentary plan?—A. Quite in the same situation, but not quite to the same height.

Q. Being lowered two feet six;—you would lower your embankment?—A. Yes; to the same extent.

Q. What would you make the cost of the lower embankment at the same place where the Parliamentary plan has it?—A. L.2321.

Q. What is the capacity of the reservoir of which that would form the embankment?—A. 116 acres to the water line.

Q. What would be the quantity of the margin with reference to the main reservoir?—A. That is a quantity which cannot be very accurately estimated: I should think that in this case you might take it at about twenty-five acres.

Q. The auxiliary reservoir is to be made immediately below this embankment?—A. It is.

Q. What would be the average of that covered with water?—A. About twenty-five acres.

Q. That, added to 116, would give 141 acres covered by water for the two?—A. Yes.

Q. What should you say should be the margin for the lower one?—A. I should think two acres would be sufficient for that purpose. The ground is much steeper, and, of course, much less margin is necessary where the ground is exceedingly steep.

Q. Then you take 141 and 27, making 168 acres in the whole, taking in the water and the margin?—A. Yes; the margin quantity, I have stated before, cannot be very accurately ascertained.

Q. That would give a saving of ten acres over the other?—A. Twelve.

Q. And the single reservoir, where there is to be no auxiliary reservoir, would give about ten?—A. Yes.

Q. You have estimated, of course, the embankment at the foot, or rather the head of that auxiliary reservoir?—A. I have.

Q. What do you make the cost of that embankment? You have given us the cost of the embankment at the head of the main reservoir, in plan No. 2, at L.2321?—A. Yes.

Q. What are the works in the auxiliary reservoir,—the embankment is near Harlaw?—A. Yes, Harlaw Plantation.

By a Lord—Q. That is near the curling pool?—A. Yes; the estimate of that embankment is L.3736.

Mr Sergeant Wrangham—Q. I understand you that that includes, as in the other case, the whole work?—A. It does.

Q. Those two sums together, of the two embankments, would form the sum of L.6057?—A. Yes.

Q. You take that as the whole work?—A. Yes.

Q. You have already given us Mr Jardine's embankment at L.3187?—A. Yes.

Q. Deducting that from the L.6057, would give a difference in his favour by this plan, in respect of these works, of L.2870, would it not?—A. It would.

Q. You have, I suppose, received the valuation of the land from the same gentleman in this case as in the other?—A. I have.

Q. What is the balance in favour of your plan on that item of the value of land?—A. The value of land which was put into my hand is L.3099, making a saving upon the whole, according to this plan, of L.209.

Q. Can you give us the dimensions of your embankment, supposing there is only one reservoir, and the embankment removed lower down,—will you give us the height of your embankment at the head of the auxiliary reservoir?—A. The proposed embankment at Harlaw Plantation is forty-seven feet to the water line, and eight feet to the top of the embankment, making the whole height fifty-five feet.

Q. What are the slopes you take that embankment at?—A. Two to one on the lower side, and three to one on the water side.

Q. Mr Jardine makes them two and a-half to one, and five to one?—A. Mr Rendall stated it so.

Q. Are you satisfied that those slopes which you have given will, taking into account the mode in which you propose to make your embankment, be sufficient to secure it?—A. I think so.

Q. How do you propose to form the embankment,—is there to be a puddle wall?—A. The centre of it must be puddled.

Q. Of what dimensions is that puddle wall to be?—A. About ten feet at the top, and fifteen feet at the bottom, on an average; it cannot be a nicely-defined line, but, in the proportion estimated, one-eighth or one-ninth of the whole embankment would be puddled.

Q. That portion, of course, would be in the centre of the embankment?—A. Of course.

Q. What number of cubic yards of earth work do you calculate or allow for that embankment?—A. I have taken the quantity at 51,261 yards of earth work.

Q. That is about 10,000 cubic yards less than Mr Rendall's calculation?—A. Yes; I have made a very full calculation.

Q. For the mere material point, taking the materials at the rate of four runs of eighty yards, what is your calculation, per cubic yard, of the expense of making the work in the situation where it is?—A. The earth work, which is laid at eighty yards, I take at eightpence, which I consider very full allowance; that portion of it which is to be puddled I take at two shillings a yard.

Q. There will be some pitching inside?—A. There will be some stone work on the face of the embankment towards the water.

Q. At what do you take that?—A. At a shilling a yard.

Q. I observe you gave eightpence as the price per cubic yard of the earth work, a sum very far below the sum which Mr Rendall gave: I think he gave 1s. 9d.?—A. Yes, he did, and ten per cent. over that.

Q. Have you had great experience in the expense of earth work in this part of the country?—A. Yes, I have.

Q. Falling back upon that experience, and having considered the matter with additional care since you heard the evidence of Mr Rendall, have you any doubt that that is an ample price for the work?—A. I should say, that at the present price of labour in that part of the country, it is a price at least twenty per cent. beyond that I could contract for it next week.

Q. And Mr Rendall, who told us he had no experience, I think in Scotland, in earth work, puts it at

1s. 9d., and ten per cent. over for contingencies?—A. Yes; 1s. 11½d., I think.

Q. Of course that reduction in the price per cubic yard would apply to the other embankments in your estimate of them?—A. Precisely in the same proportion.

Q. I think you have told me you have been versed in embankments of this description?—A. I have had a great deal of experience in earth work.

By a Lord—Q. Have you yourself acted as a contractor for works of this description?—A. Never; nor in any works.

Q. You never had any pecuniary interest in works of this kind?—A. No; only in taking charge of them for other persons.

Q. Only seeing them?—A. Yes; and drawing specifications for them, and so on.

Mr Sergeant Wrangham—Q. In Scotland?—A. Yes; entirely in Scotland.

Q. There is a third alternative suggested to the promoters of the bill, to have powers to form a reservoir near the springs at Listonshiels, where they have already power by their acts to take the land for the purpose of making one?—A. They have.

Q. As to that, you do not go into any estimate of the works, I believe?—A. No; I have made a survey of the ground, and have examined the plan of the ground, made out in 1825 by Mr Stephenson.

Q. Was he the engineer of that Company, when, in 1825, they intended to establish themselves on the Listonshiels Springs?—A. Yes; he proposed at that time two reservoirs.

Mr Austin—Q. What, Mr Stephenson?—A. Mr Robert Stephenson of Edinburgh, the engineer of the Board of Northern Lights.

Mr Sergeant Wrangham—Q. Have you seen the plan then marked out by Mr Stephenson for the Company, who were to have the Listonshiels Springs?—A. Yes.

Q. Are they places where a reservoir or reservoirs can be made?—A. There is one place very suitable on the Bavelaw Burn, on the estate of Listonshiels, about a mile to the west of the other reservoir.

Q. The words in the instrument of sasine, in favour of Sir Patrick Walker and others, in 1826, appear to be, "and also the right or power of servitude, over the said lands of Listonshiels, before described, to make and construct thereon the necessary aqueducts, fountain-heads, reservoirs, and compensation reservoirs, or any other works necessary for the complete use and possession of the said springs and runs of water." Will you state what is the measurement of the Listonshiels Springs, which was given in evidence?—A. There are two groups of Listonshiels Springs; the one group furnishes the water running in one direction. The one into the Bavelaw Burn measures about seventy-one cubic feet per minute.

Q. The Black Springs and the Bavelaw Springs rise on General Johnson's property?—A. Yes.

Q. Amounting to how much, according to the evidence?—A. About fifty-five, I think the two together.

Q. They are considerably less than the Listonshiels Springs?—A. Yes; they vary very considerably at different seasons of the year.

Q. In your judgment, the other circumstances being the same, do you consider it better for the purpose of the millers, and those who have to avail themselves of these compensation reservoirs, that the water should be stored up in a single reservoir,

or in more than one?—A. I think it much better, for the interest of the millers, that it should be in more than one.

Q. Probably you would think it better it should be in more than two, all circumstances being the same?—A. I think two would be better than one, and three better than two.

Q. Will you state why it is better for the parties who are to profit by it, to have two rather than one?—A. The chief benefit, I think, is derived from the facility it affords, to empty one, to examine, and repair the embankments.

By a Lord.—Q. Would the expense of repairing those fall upon the millowners?—A. No; it is not the expense, but it is difficult to examine them without drawing off the whole of the water. In the case of two, one of the embankments may be examined, the water being drawn off,—while the other is kept brim full.

Q. If there should be any suspicion of damage, or leak in the embankment, the Company would be able to draw off the water out of one reservoir, and to examine what the mischief was, whereas they might hesitate if they had to draw off all the water in their possession?—A. Yes; I look upon that as a very important circumstance.

Q. So that any mischief might be ascertained in one case immediately, whereas it would be inconvenient if there was only one reservoir?—A. Yes.

Q. If repairs should become necessary the same thing would occur,—that while the repairs were going on, there would be a store of water ready for use?—A. We might always manage to have one reservoir fully charged, while the other was being examined or cleaned.

Q. Have you known any instances recently where the disadvantage of having only a single reservoir was experienced by the millers who were to have compensation from it?—A. Yes; the circumstance occurred in the spring of 1842, in the case of a large reservoir above Greenock,—Shaw's water, which, I believe, in point of capacity, is by far the largest reservoir in Scotland, and repairs were necessary in the early part of last season. To enable them to make those repairs, the water was obliged to be drawn off to a certain point; the dry weather set in, and it was never in the power of the millowners to fill it again; so that, in consequence of that, Shaw's water was very deficient the greater part of last year. If the same quantity of water had been stored in two reservoirs, of course they might have repaired one, and have allowed the other to remain full at the same time.

Q. Mr Rendall has told us that there was a greater risk of accident from there being two embankments instead of one,—Do you think, that supposing there was additional risk of that kind from an external embankment, the additional security afforded by the greater facility of making an examination, with a view to see what mischief is going on, when it is suspected, is an ample counterbalance to any such increased risk?—A. I think it is,—that circumstance being coupled with the diminished quantity of water in the reservoir itself.

Q. You have told us,—I am still adverting to plan No. 2 of the two reservoirs,—they will contain together as much, or something more, than Mr Jardine's reservoir would contain, according to his own showing?—A. Yes.

Q. What is the amount at which you put the con-

tents of the two jointly?—A. The two reservoirs will contain 49,281,649 cubic feet.

Q. The quantity, according to Mr Jardine's plan, is about a million less than yours?—A. Yes, mine containing one-third in the lower, and two-thirds in the upper reservoir,—the quantity in the lower being 15,628,625.

Q. We have been talking of reservoirs and the heights of the embankment of the reservoirs,—There is a reservoir for the Glencorse Burn, belonging to this very Company, is there not?—A. Yes, there is.

Q. Do you know what the height of that is?—A. I heard it stated here the other day at seventy-five feet.

Q. Now, with reference to the conduit pipe, have you traced the course it is proposed to take through the Redford Plantation?—A. Yes, I have.

Q. That is a plantation of firs of a considerable age?—A. Yes; seemingly about fifty years old.

Q. They form a considerable protection to that estate?—A. Yes; in the elevated country, there, it is of importance,—it takes a direction from east to west.

Q. Do you think that the course of the pipe is calculated to be prejudicial,—and if so, to what extent,—to that plantation?—A. I should think it would be very injurious to that plantation, and that the line should not be carried through it when it can be avoided by that to the north.

Q. Do you think that pipe, making its passage through, will endanger the safety of the trees by letting in a current of wind?—A. I think it would injure the adjoining plantation to a very large extent,—far beyond the mere space required by the pipe itself; and the more so, as they are Scotch firs, and that they do not go into the ground as the others do.

Q. Have you traced the course of that plantation?—A. Yes; this plan represents it.

Q. You heard the objection which was stated to that plan on Saturday?—A. I did.

Q. Did you consider that an objection in which there is any weight; and, secondly, do you think it is an objection at all equivalent to the damage to be done to the plantation?—A. I should think, if the whole ground had been in the same situation, the track proposed by Mr Jardine would have been the best; but the difference is so little, that I do not think it is right to cut through that where it can be avoided.

Q. What is the difference?—A. I think, as to the difference between the two lines,—at one point the greatest difference is something between twenty and twenty-five feet, and that difference may be reduced by making a slight alteration on the gradient of the pipe to the west and to the east,—or rather the conduit,—for it is not a pipe there.

Q. Do you think any part of its course will come through rock by going outside the plantation?—A. It has been so stated,—the information I received this morning satisfied me that was no objection.

Q. Supposing it did go through rock, does that make any difference?—A. I think if it is solid rock, it would be exceedingly beneficial to the works; for if the aqueduct is to be made of stone, the finding that on the ground would be favourable to the works,—it is rather an advantage than otherwise.

Q. At all events, the injury done by going through the plantation would be far greater than by making a line outside the wall?—A. I think so.

Q. Can you give their Lordships a notion of the

difference of expense?—A. I make the difference L.305.

Q. Against their proposal of going outside?—A. Yes, the difference of the works,—of course that is a set off for the injury to the plantation.

By a Lord—Q. Have you any idea what would be the probable value of the trees which would have to be cut down in consequence of the Parliamentary plan?—A. I should think the value of the trees cut down might be perhaps L.30 or L.40; but that is not the damage I look to—it is the extreme probability, almost the certainty, of the adjoining plantation being injured, from time to time, by the stream.

Mr Sergeant Wrangham—Q. From the danger of trees of that size being blown down?—A. Yes; and it is much more injurious than if it was from south to north,—it is nearly from east to west, with the direction of the valley.

Q. With reference to the right of sporting over this water, do you apprehend that if it were taken from the proprietor, that would be likely to cause inconvenience and damage to the property?—A. I should think so. The reservoir extends along the property from east to west, to the extent of nearly two miles, and intersects the property for about one-third of that distance; one-third of the reservoir in that part is on Mr Johnson's property. I think if parties were to be admitted to shoot there, it might be exceedingly inconvenient, and unnecessarily so to the proprietor.

Q. Do you understand that it is usual to reserve the right?—A. I know a case where it is to be reserved just now.

Q. One question I will ask you before I sit down with reference to the earlier part of your examination as to the drainage, which you stated would be very much interfered with to the west of Bavelaw Bridge,—Do you think it would be interfered with in such a way that it would only be even modified or mitigated by having a drainage which should pass under the reservoir and into the Bavelaw Burn?—A. I do.

Q. That would be of course attended with a considerable expense?—A. It would.

Q. That must be done by an iron pipe passing under the reservoir?—A. Yes; in that situation the reservoir is very narrow.

Q. At what would you put that expense without going into very minute detail?—A. I should think about L.200 for that particular work,—for the part under the reservoir.

Q. I mean so as to carry out the object of that main drain?—A. I should think from L.1000 to L.1500.

Q. To carry into effect that which the main drain, which now exists, would otherwise have been enabled to do?—A. Certainly, to enable Mr Johnson to drain all the lands to the west of the field marked No. 26.

By a Lord—Q. Would that expense be avoided by your proposed reservoir?—A. Almost entirely.

Mr Sergeant Wrangham—Q. Am I to understand that the land lying west of the bridge lies in such a way that it could be drained, and the drains kept almost clear of the reservoir, if it did not come beyond the bridge?—A. Nearly so; but not to such an extent as would justify this work.

Q. The drainage would not be interfered with to such an extent as to justify an expense of L.1000 to L.1500?—A. No.

Cross-examined by Mr Austin—Q. Do you know this land?—A. I know it very well.

Q. Is it dry and well drained at present?—A. Some part of it, and some not.

Q. With reference to those parts which are not drained, I believe they are all boggy?—A. Some part of it is; but I have all along avoided speaking to the land, and the description of it.

Q. I presume you are speaking of the land below the bridge?—A. Yes; I speak generally of the whole of the land.

Q. Is the land west of the bridge well drained, or wet and uncomfortable?—A. A great part of it is meadow land; of course the fertility of that is maintained by irrigation, and by having the water over it.

Q. It is wet, is it not?—A. Some part of it is.

Q. A good deal, is it not?—A. I do not think the greater part is more wet than it is desirable to have it.

Q. Is the portion you speak of that lying just about the bridge?—A. The widest part of it is to the north of the bridge, and to the west of the Redford Road.

By a Lord—Q. Is it north of the burn?—A. It is marked No. 9, that is the worst of it.

Mr Austin—Q. No. 9 you speak of to No. 10?—A. No. 9 is immediately north of Redford Barns.

Q. That is the largest,—the west?—A. I think it is.

Q. You have been over all the land you say,—Is not the whole of the land which will be covered by the Parliamentary plan more or less wet?—A. The greater part of it is meadow land, and I do not think it is wetter than it is desirable to have meadow land.

Q. Have you ever rode across it?—A. I seldom ride on horseback.

Q. Are there snipes to be found on that land?—A. I never inquired,—I am not in the habit of shooting.

Q. Is that all you know about this land?—A. Yes.

Q. You have been talking about this embankment,—Have you ever made an embankment?—A. Many an embankment.

Q. You mean railway embankments?—A. Yes.

Q. Have you ever made an embankment for this purpose,—the head of a reservoir?—A. No; I never have had charge of an embankment for a reservoir, but I have seen the best embankments of that description in Scotland. I have seen them during their progress, and have attended particularly to their construction.

Q. You have not made such an embankment yourself?—A. No.

Q. Railway embankment, you have?—A. Yes.

Q. Do you propose to make the slope of this with a puddle wall, and the other parts of earth work?—A. Certainly.

Q. Take the highest, which will be No. 2, the Harlaw embankment, you make a puddle wall there of ten feet thick?—A. Yes.

Q. The rest of the work is earth work?—A. Yes.

Q. Do you make the earth work in the same way as you deposit the earth work for a railway embankment?—A. Certainly not.

Q. How then?—A. In horizontal courses.

Q. Do you ram it down?—A. It depends a little on the nature of the stuff; if the stuff is small it does not require it,—if it is hard and lumpy you do.

Q. If the stuff is not hard and lumpy you would not ram it down?—No.

Q. Do you carry it down by layers, or shoot it down?—A. By layers.

Q. By barrows?—A. Yes.

Q. And you allow it to settle by its own weight?—A. Yes; and if you can manage to introduce a little water upon it so much the better.

Q. As I understand you, you do not agree with Mr Jardine and Mr Rendall in their mode of making the whole a puddle bank?—A. I am not aware of any reservoir so made; I have never seen it done, and I have seen the best embankments made in Scotland.

Q. You have been asked, with reference to the seventy feet embankment belonging to the present Company,—do you happen to know how that was made?—A. Yes, I do.

Q. Was it puddled?—A. It was puddled.

Q. And dry rammed?—A. A considerable portion of it.

Q. Do you know what are the slopes in the embankment?—A. I think they are precisely the slopes I have stated for my embankment.

Q. Are not the slopes four to two, and two and a-half to one.—A. I think not.

Q. Have you ascertained that?—A. Yes; my attention was particularly directed to that last autumn, and I was satisfied it was as near as possible the slope which I have given for this.

Q. You cannot give that from actual admeasurement?—A. I think it is as near as possible from actual inspection and observation.

Mr Austin applies on behalf of himself and Mr Sergeant Wrangham, that their Lordships will permit the absence of counsel till half-past three, in the hope that it may lead to a shortening of the proceedings.

The counsel are informed that their Lordships will dispense with their attendance till half-past three.

The counsel and parties withdraw.

At half-past three the counsel and parties return to the committee-room.

Mr Sergeant Wrangham states, that three clauses are agreed on by the parties, and to which he trusts the Committee will not see any objection.

Mr Talbot states, that the promoters of the bill are willing to acquiesce in the clauses proposed.

Mr Sergeant Wrangham states, that the agent for the millowners has seen the clauses, and concurs in them.

The clauses are delivered in and read.

The counsel and parties are directed to withdraw.

The preamble is again read, and agreed to.

The clauses are severally read, and agreed to; amendments being made therein.

The title is read and agreed to.

The chairman is directed to report this bill, with amendments, to the House.

[The following is the most important of the three

clauses above referred to, and the only one in which the inhabitants are interested:—

“**ADDITIONAL RESERVOIR TO BE CONSTRUCTED IN A CERTAIN EVENT.**—Provided always, and be it enacted, That it shall be lawful for the Company, and they are hereby required, if the said William Johnson and the majority of the Committee to be appointed by the owners of mills on Bavelaw Burn and the Water of Leith, as mentioned in this act, shall, within three months after the passing of this act, consent thereto in writing, so as to construct the said reservoir at Threipmuir as that the summit level of the water thereof shall not rise higher than the present level of the spring of the arch of the bridge over Bavelaw Burn, on the line of road leading from Balerno to Bavelaw House; but in the event of their so limiting the dimensions of such reservoir, they are hereby required (if the owners and occupiers of the lands necessary for that purpose, and the majority of the said Committee to be appointed by the said owners and occupiers of mills, shall consent thereto in writing) to construct and complete, in a proper and substantial manner, at some place between the point where the proposed aqueduct crosses the Bavelaw Burn and the head embankment of the said reservoir at Threipmuir, an additional or auxiliary reservoir, capable of containing a quantity of water which, together with the quantity of water which the said reservoir at Threipmuir, so limited and constructed as aforesaid, shall be capable of containing, shall be equal to one-half of the quantity of water discharged by the said springs and feeders of the Bavelaw Burn and Stream Burn, and their tributaries, during the above-named sixteen months, to be estimated, ascertained, and declared as aforesaid; and such additional reservoir shall be considered as a part of the said reservoir at Threipmuir, and shall be subject to the like provisions and enactments as are herein contained in relation thereto; and the provisions of this act with respect to the acquisition of lands by consent shall extend to the lands necessary for such additional reservoir; but such lands shall not be reckoned as part of the fifty acres which the Company are by this act authorised to acquire by consent: Provided also, nevertheless, that if the owners and occupiers of the lands necessary for making the additional or auxiliary reservoir hereinbefore mentioned, or the majority of the said Committee to be appointed by the said owners and occupiers of mills, shall not consent to the construction of such additional or auxiliary reservoir, it shall not be lawful for the said Company to construct the said reservoir at Threipmuir of the limited dimensions hereinbefore specified, but the said reservoir shall be constructed in all respects as if the power to construct the same of limited dimensions as hereinbefore provided had not been given.”]

APPENDIX.

No. I.

PROCEEDINGS on the Water Company's Bill, from the 31st March, when the Committee commenced their sittings, until the 10th April, when the preamble was found to be proved:—

REPORT BY MR M'LAREN.

"TO THE OPPOSING RATEPAYERS.

"GENTLEMEN,—Having at your solicitation agreed to spend a few days in London, while there on my own business, in assisting the opponents of the Water Company's bill to get that obnoxious measure thrown out on the preamble, it is due to you that I should state the result of our labours. The Committee met on Friday the 31st March, and terminated its sittings on Monday the 10th instant, at five o'clock. It sat during the whole time, with the exception of Saturdays and Sundays. It was not till the afternoon before the meeting of Committee that I got to London, but Messrs Macfarlan and Murray, as a deputation from the Town Council, having been there several days earlier, I found on my arrival that counsel had been engaged, and all the usual means adopted for carrying on a vigorous opposition. At a consultation on the following morning, it was agreed that I should appear on one of the petitions, as a party, for my own interest; and that the counsel for the Magistrates should likewise appear for the inhabitants on the petition signed, in two days, by 4600 of their number. The advantages anticipated from this arrangement were, that I should be able to give the counsel for the city all the information in my power for the cross-examination of the witnesses as the case proceeded, and that in the event of the unavoidable absence of both at other Committees, which frequently happens for a short period in all such contests, I might be able directly to put questions to elicit useful information, until they should return. The gentlemen selected for the city were the Hon. J. C. Talbot and Mr Hope. It is impossible to speak of their attention to the case in terms sufficiently high. If the fortunes of their dearest friends had been involved in the investigation, their anxiety, first to make themselves master of the whole facts of the case, and then to make their knowledge available for the promotion of your interests, could not have been greater. The attendance of one or both was so constant that I never had occasion to put a single question. My chief labour was, along with the other deputies, in collecting and digesting damaging facts, which our counsel might be able to elicit from the cross-examination of the Water Company's witnesses; and thus out of their mouths expose the rapacity and

profligacy of that matchless Corporation. By following this course, counsel were so successful, that it was the unanimous opinion of all parties connected with the opposition that we should lead no evidence regarding the preamble, but rest our case on the facts elicited from our opponents. By this course we had the additional advantage of having the last speech. Accordingly, after Mr Austin had concluded his speech for the Company, on Friday about half-past two o'clock, Mr Talbot opened for the city, and spoke till the hour of adjournment, four o'clock. On Monday he resumed, and spoke for other three hours, and it was one of the best speeches of the kind that I ever heard. He did not miss a single point in the case. The Committee then remained in deliberation for an hour, and after we were called in, it was announced by the chairman that the preamble had been found proved, but that the Committee had resolved to postpone all the other clauses, and take up the proposal for increasing the rates, first in order. He said this course had been adopted as the most likely means of saving expenses to opposing parties, and that the Committee would sit again after the Easter Recess, on the 24th instant. This was all the information publicly given; but I understand, from private sources which may be relied on, that the preamble was found proved by seven to six votes,—that the Committee were unanimously of opinion that no increased rates should be granted,—and that, in passing the preamble, and resolving to take up the increased rate clause first, in order to strangle it, they expected the Company would then withdraw the bill. By another account which reached me, the Committee were not quite unanimous, one member being favourable to giving increased rates.* But one thing is quite clear, that the Water Company will leave no stone unturned in endeavouring to get this adverse impression effaced from the minds of the Committee; and past experience has led me to the conclusion, that, with the total disregard of truth which they have hitherto manifested in their authorised publications as a corporate body, (which was amply proved before the Committee, to the utter astonishment and disgust of every person present,) they will

* It is not a little remarkable, that this information proved correct even to the very letter. The Committee did take up the rate clause first, and rejected it *unanimously*; one member (Mr Martin) having at first had some scruples on the subject, which were, however, got over; and it farther appears that the Committee expected the rejection of the clause would have led to the withdrawal of the bill.—(4th September.)

stick at nothing to carry this point. The inhabitants should therefore be doubly vigilant hereafter in watching this and the other objectionable clauses, very narrowly, in the Committee.

The attendance of the members of Committee was extremely good, and they appeared to listen with great attention and patience to the evidence. Two or three of them appeared to have had their minds made up at a very early period in favour of the Company, but the great majority did not seem to have any bias one way or the other. Mr Hume attended during the first day, but never returned again. Mr Bannerman of Aberdeen was absent during nearly the first two hours of Mr Talbot's speech in favour of the inhabitants; but, although he was thus deprived of the advantage of hearing a considerable portion of our defence, he returned in time to vote against us, and in favour of the Company. I have no doubt that both gentlemen were prevented from attending by some more important engagements. These were the only instances of the absence of members which I noticed. Mr Duncan of Dundee, and Sir T. Hepburn of Haddington, were the only other Scotch members, who voted against us, and in favour of the Water Company.

The chairman, Mr Acland, conducted the business with great judgment and impartiality. I never saw any one apparently more anxious to do justice to all parties. The point which seemed to weigh most in favour of the Water Company with the members who voted for them, was the admitted deficiency of water, and no rival Company in the field. If the rival Company had gone on, the present Company would have received no quarter, I think, even from those members who now support their bill. There is one member of Committee to whom the inhabitants are under a deep debt of gratitude for his attention to the cause,—I mean Mr Rutherford the member for Leith. I do not think it would be possible for the Water Company to point to a single act or word of his partaking of the character of partisanship, but it was evident to all, that he had carefully studied their existing acts,* and the provisions of the new bill, and had made himself fully master of the case in all its bearings. This enabled him frequently to clear up obscure points by short explanations, and

also to follow the arguments of our counsel on all the legal bearings of the case; and to suggest additional expressions in other clauses bearing on both sides of the points under discussion. Of course it was all but impossible for him, or any other man, to have made himself fully master of the case, without at the same time becoming convinced of the injustice of the bill, and of the bad faith of the Water Company, in very many of their transactions. This was early apparent to all who witnessed the proceedings, and was a subject of frequent remark to us by the loungers in the room. It is only to his public conduct in the Committee that I refer. His private opinions I had no means of knowing anything of.

The city members, up to the close of the case for the Water Company on Friday afternoon, did not, by any information privately communicated to any of the deputies, or by anything said in public, lead us to know whether they were to vote for the Water Company or the inhabitants. Late on that evening (having to attend to my own private business on Saturday) I considered it a duty I owed to you to write them on the subject. The letter was addressed to Mr Craig, as I stated to him, because his name was first printed on the bill; but I requested him to communicate it to Mr Macaulay. My sole object in writing them was to get them to take some interest in the matter on behalf of the inhabitants, and to induce them to abandon that position of frigid neutrality which they had maintained in committee during the whole period of the investigation, and which, we were all aware, was greatly damaging our cause. I kept no copy of the letter, but in it I referred, perhaps somewhat sarcastically, to their 'strict impartiality' in the committee, stating that it had been made the subject of frequent remark to me; and I expressed a hope that they would now exert themselves to defeat the bill (the case for the promoters was then closed), and protect the inhabitants from the contemplated injustice. The reply to this communication was of such a peculiar character that, in justice to myself, as well as to you, I feel compelled to give it publicity, together with my reply; * but I shall not add a word of comment.—I am, &c., D. M'LAREN.

Manchester, 11th April 1843."

—(From the *Caledonian Mercury* of the 13th April.)

No. II.

PROCEEDINGS regarding the Water Company's Bill, while the clauses were discussed before the Committee from the 25th April to the 10th May:—

REPORT BY MR MORTON.

A joint meeting of the Town Council and the Inhabitants' Committee, and the Commissioners of the Southern Districts, was held in the Council Chambers on the 19th May, to receive the report of the deputation sent to London to oppose the Water Com-

pany's Bill, and to resolve upon the measures necessary to be followed in the circumstances. In the absence of the Lord Provost, Bailie Wilkie was called to the chair, and stated the object of the meeting.

It was explained that Councillor Macfarlan had not yet returned to town, but that he was expected on the following day. Mr C. Morton, W.S., who had been sent to London as the deputy on the part of the inhabitants, was requested to explain the proceedings in London before the Committee, and the

* Mr Rutherford, a few days before leaving home for London, had been consulted professionally, and in consequence gave a legal opinion regarding certain parts of the Water Company's act, and thus he had become familiar with their provisions.

* These letters, together with others which followed, and the public discussion which afterwards took place in the Council-room between Mr Gibson-Craig, M.P., and Mr D. M'Laren, will be found in the Edinburgh newspapers of April 1843.

effect of the alterations which had been made on the bill.

Mr MORRISON said, that he was glad now to be able to congratulate the meeting upon the result of the opposition by the Town Council and the inhabitants. It was indeed highly satisfactory,—all the most objectionable parts of the bill having been either struck out, or so altered, as to remove the objections, while a number of beneficial provisions had been added, as amendments. Amongst the most important alterations were the following:—The clause authorising additional rates, and a departure from the police survey, had, after a keen contest, been wholly expunged, by the unanimous resolution of the Committee, after only a few minutes' deliberation; with an explanation from the chairman (after clearing the room a second time), that in expunging the clause, the Committee wished it to be understood, that they would not give any increase of rates, whatever resolution might afterwards be come to in regard to the other portions of the bill. That announcement was of much importance, as showing the resolution of the Committee that the bargain of 1826 should be adhered to in regard to the rates, whether the additional supply of water should be taken in by the works formerly authorised, or by the new works then proposed to be undertaken by the Company. In a pecuniary point of view, the rejection of this clause was of great importance to the city. If carried, it would have increased the rates from tenpence to one shilling per pound, or one-fifth part; and as the Company estimated their present revenue at L.16,000 a-year, the proposed increase would, of course, have *directly* added L.3200 a-year to the taxes of the inhabitants; and, taking into account the *indirect* operation of the power sought by the Company, to take up a new rental as the basis of their assessment, when dissatisfied with the amount of the police rental, there could be no room for doubt, that the amount of the increased burdens would not have been less than L.4000 a-year; and these increased burdens were to commence at Whitsunday next, although the additional supply of water was not likely to reach the city for five years. The rejection of the clause was also very important in another respect. It would have given the Company the extraordinary power of applying to the Sheriff *in every case* to fix the rental, and, consequently, the water rate,—a power which might obviously have been made the means of the greatest oppression. By the rejection of the clause, the police survey remains as the rule in all cases. The clauses for bringing in the Colzium springs had been next discussed, and, after a keen contest, had also been struck out, although only by the casting vote of the chairman,—the Committee intimating, at the same time, that, after this decision, the Company should consider and inform them whether they would still prefer to bring in the springs of the act 1826, by the proposed new line, or whether they would adhere to the works by the Crawley line, authorised in the former act. On the following day, the Company stated their preference for the new line by Colinton; and, after some discussion, the Committee agreed to sanction it. The change would cause some additional expense, but that was of no consequence to the community, for the Company certainly could not make that extra expense the ground of any future application to Parliament for an increase of rates, after having voluntarily made

choice of that line in place of the one by Crawley, and after the distinct intimation given by the Committee that no additional rates would be given, under any circumstances that might arise. On the other hand, the new line would undoubtedly be of much benefit to the community, for the whole of the present supply from Crawley Spring and the Glencorse Burn, would continue to be furnished by the old line, and the city would get, in addition, the waters of the Bavelaw and Listonshiels Springs by the new line, thus increasing the supply from the present maximum of 250 feet per minute, to a maximum of upwards of 400 feet,—which would be obtained if the new works were fairly and properly constructed.

After a discussion between the Company and the paper makers on the Water of Leith,—which ended in any rights competent to the latter under the act of 1826, for a compensatory supply of spring water, being reserved, to an extent not exceeding ten cubic feet per minute,—the Committee proceeded with the other clauses of the bill. The clause authorising them to borrow money was restricted from L.70,000 to L.20,000. Their powers to purchase land were restricted to the purchase of fifty acres, in the vicinity of the authorised works, in place of 200 acres, without reference to any particular locality,—thus removing the objection arising from purchases being made in Colzium, or other quarters, for monopoly purposes. A keen discussion had taken place on the clauses authorising the Company to raise actions of declarator in the Court of Session, in the course of which the Company urged, that they ought to have the privilege of having the point, formerly decided by the Sheriff in Mr Malcolm's case, tried of new in the supreme court; but the Committee decided against them, by expunging these clauses from the bill. Much weight was obviously given by the Committee to the opinions of the judges in Mr Malcolm's case, and particularly to the views contained in the very able note attached to Lord Cuninghame's interlocutor, dismissing the declaratory action which the Company had attempted against Mr Malcolm, and which was finally decided against them, as being incompetent, in the House of Lords.

Amongst other clauses expunged was the clause imposing penalties on the Sheriff (which the Company had abandoned) and on jurors, which they had pressed,—the clause giving the half of all penalties to the Company,—and a very inefficient clause which they had introduced, professedly for imposing a penalty on themselves, if they did not continue to supply parties with water. In lieu of the latter, a very effective clause was introduced,* imposing a penalty on the Company of one pound a day in favour of every householder not properly supplied, and admitting only the exceptions of a deficiency arising

* "PENALTY FOR FAILURE OF SUPPLY OF WATER.—And be it enacted, That if the Company shall neglect or refuse to continue to furnish a regular supply of water to any householder during any part of the period for which the rate for such supply shall have been paid or tendered, they shall forfeit to the person having paid or tendered such rate a sum not exceeding *twenty shillings* for every day during which such refusal or neglect shall continue, after *five days'* notice shall have been given to the Company of the want of such supply, to be recovered before the Sheriff, whose decision shall be final and not subject to review; but no penalty shall be payable by the Company if the want of such supply shall arise from frost or other unavoidable cause."

from frost or other unavoidable cause, if such should be established to the satisfaction of the Sheriff. A struggle had been made by the Company to introduce the exception of deficiency arising from drought, but that was rejected, so that it remains open to the Sheriff to judge, in case of an alleged scarcity from drought, whether the scarcity may be unavoidable, or whether it may not be caused mainly by insufficient or incomplete works.

The more important clauses added to the bill in Committee were the following:—A clause requiring the whole supply of water attainable under the former acts, and the new bill, to be brought into the city without delay, and at all events within five years, under a penalty of five pounds per day thereafter,*—a clause requiring meters to be put on the main pipes, and a register to be kept of the supply, and communicated monthly to the Town Council, and also authorising the appointment of an engineer to inspect the works, on an application by any five householders to the Commissioners; a clause (which it is but fair to say the Company themselves introduced) depriving them of the power of cutting off the supply from common cisterns and common pipes, in the event of any one party interested not paying his rates; and a clause authorising the Town Council to elect new Directors, in case any of their representatives at the board should die or resign. Some other clauses had been proposed by the deputies, such as for a more copious supply to the public wells, and a supply for police purposes; but these the Committee had rejected, on various grounds, which they explained.

The only other matter (and it was one of great importance) on which the deputies had to report, was, that clauses had been proposed by the Company, as agreed to between them and the landed proprietors and millowners on the Esk, for regulating the supply of water sent down the river to them from the compensation reservoir. On examination of these clauses, the deputies found that they would have largely increased the expenditure of water from the reservoir,

* "WATER TO BE BROUGHT IN FIVE YEARS.—And be it enacted, That the Company shall, within five years from and after the passing of this act, make, construct, and complete the necessary works for the purpose of bringing into Edinburgh and Leith and places adjacent, and shall bring in for the supply of the inhabitants thereof, the whole of the water which they are authorised to take by the said recited acts and this act; and in the event of the said works not being completed, and the supply of water not being brought in as aforesaid, within the said space of five years from and after the passing of this act, the Company shall be liable in a penalty of not exceeding five pounds for every day after the said five years, until the said works shall be completed and supply brought in, which penalty shall be recoverable before the Sheriff at the instance of any person paying rates to the Company, and shall be paid over to the Lord Provost, Magistrates, and Council of the city of Edinburgh, to be applied by them towards the reduction of the assessment for the relief of the poor of the said city: Provided always, that it shall be lawful for any person paying rates to the Company, at any time after four years from the passing of this act, to apply to the Sheriff alleging that the Company are not proceeding with due expedition in the execution of the said works, and after hearing the Company and examining into the matter in such ways as the Sheriff shall think fit, it shall be lawful to the Sheriff to make such order therein as he shall think fit, which shall be binding on the Company, and the Sheriff shall have power to award costs against either party."

and in consequence increased the risk of its becoming dry,—in which event the Esk proprietors and millowners are entitled to demand that the whole of the Crawley Spring, as well as the whole of the burn, shall be sent down the channel for their use, thereby entirely cutting off the supply for the city. Indeed, the practical effect of these clauses would have been to dry up the reservoir, and consequently to stop the whole supply of the city in every period of drought. The deputies had therefore found it necessary to oppose these clauses in the most determined manner; and, after a very long discussion, in which the Company had even objected to the right of the city to be heard in opposition to the bargain made between them and the Esk proprietors, the Committee had wholly rejected them. Subsequently to their rejection, the deputies had several meetings in London with a committee of the Esk proprietors and millowners, along with the deputation of the Water Company, with the view not only of endeavouring to adjust matters with the Esk proprietors, but also to make a general arrangement, to save, if possible, any farther contest in the House of Lords. In these interviews the deputies had been frankly met by the deputation of the Water Company, and by the Committee of the Esk millowners and proprietors, and on all sides a sincere desire appeared to exist to come to an amicable arrangement. Since he had left London, the Duke of Buccleuch had honoured Councillor Macfarlan with an interview on the subject, and matters seemed to be in a fair train for adjustment, if the bill, in its amended condition, was likely to prove acceptable to the Council and the community. That would be for the meeting to consider. If the bill should be generally approved of, and an arrangement gone into, farther opposition in the House of Lords would be rendered unnecessary. But if the bill should not be approved of, or if no such arrangement could be made with the Water Company, then the meeting would have to resolve on the propriety of opposing the bill in the House of Lords. It was quite in the power of parties to re-introduce into that House clauses which had been struck out in the other, with the exception of money clauses; and, therefore, the only safe plan of proceeding, if farther opposition should be thought necessary, would be to oppose the whole bill in the House of Lords.

After observations from Mr Wm. Law, Mr D. McLaren, Mr Richardson, Councillor Miller, Mr Glass, and other parties present, to the effect that the bill, as now amended, might be agreed to, if satisfactory terms could be adjusted with the Esk millowners and proprietors; and that a general arrangement should be entered into to carry it through its remaining stages, without any substantial alteration,—

Councillor MURRAY moved, and the meeting unanimously resolved,—“That the Magistrates and Council should appoint Councillors Macfarlan and Campbell as a committee on their behalf (leaving the Inhabitants' Committee and the Commissioners of the Southern Districts to appoint each two members), to meet with the Directors of the Water Company, or any committee of their number, and all other parties interested, with full power to make such arrangements in regard to the bill as to them shall seem expedient, with the view of preventing the necessity of opposing it in the House of Lords, if this can be done, on terms advantageous to the interests of the inhabitants at large.”

Councillor CAMPBELL said that the bill was now certainly very different from what it was when originally introduced; and while he cordially approved of an arrangement being attempted in terms of the last resolution, it appeared to him, at the same time, to be absolutely necessary to continue the most vigorous opposition to it in all the future stages, unless such an arrangement could be carried. He therefore moved, "That the powers formerly granted to the Law Committee be renewed, to the effect of authorising them to give all necessary instructions, and to adopt all such proceedings as shall appear to them to be expedient, for opposing the Water Company's bill in the House of Lords, in the event of the negotiations with the Company, and other parties in-

terested, proving ineffectual." This motion was also unanimously agreed to.

Mr. DENHAM, as interim secretary of the Inhabitants' Committee, read a minute which had previously been agreed to, appointing Messrs M'Laren and Morton a sub-committee, with full powers to act for them in the negotiation. And the gentlemen of the Southern Districts present appointed Messrs Glass and Richardson as their representatives, with the same powers.

Thereafter the thanks of the Council having been voted to their deputies, Councillors Macfarlan and Murray,—and the thanks of the meeting to Messrs M'Laren and Morton, the Inhabitants' Deputies, for their respective services in London, the meeting broke up.

No. III.

AGREEMENT BETWEEN THE WATER COMPANY, THE INHABITANTS, AND THE ESK MILLOWNERS.

AFTER the meeting referred to in Appendix No. II., a correspondence took place between individual members of the Inhabitants' Committee, and members of the Committee of Esk millowners, in reference to certain clauses framed and proposed on the part of the inhabitants. This led to a joint meeting of all the parties interested, when a compromise took place, by the adoption, in substance, of the terms suggested on the part of the inhabitants; and all parties agreed to support the bill, including these additions and alterations, in terms of the following minute, the more important parts of which, referred to in Appendix No. IV., are printed in italics:—

"Edinburgh, 24th May 1843.

PRESENT:

MR CAMPBELL,	}	for the Town Council.
MR MACFARLAN,		
MR M'LAREN,	}	for the Inhabitants' Committee.
MR MORTON,		
MR RICHARDSON,	}	for the Southern Districts.
MR GLASS,		
MR LEARMONTH,	}	for the Water Company.
MR BROWN DOUGLAS,		
MR BALFOUR,		
MR CAMERON,	}	the Millowners on the Esk.
MR MERRICKS,		

"After full consideration, the Water Company agreed to introduce into the bill two clauses, regulating the claims of the millowners on the Esk and Glencorse Burn, in consideration of which they agreed to abandon all opposition to the bill. The clauses referred to are marked by the parties with reference to this minute.*

SIMON CAMPBELL.
JOHN LEARMONTH.
JOHN CAMERON."

* These clauses form sections 142 and 143 of the act, which have been printed along with the evidence.

"The Water Company agreed to make the following alterations on the bill, and relative plan and book of reference:—

The plan and book of reference referred to in the 93d section of the amended bill, are to be limited to the works authorised by the bill and described in schedule D.

To strike out the words 'or discontinue,' on the fourth line of the 103d section.

To amend the 161st clause, so as to make it refer to the two members of Council, and not to the Lord Provost, who is *ex officio* a Director; the amendments agreed to being made on the City's copy of the bill.

In consideration of these alterations, which the Company engaged to introduce, and of the arrangements with the millowners, the Magistrates and Council, and others representing the inhabitants, agreed not to oppose the bill in the House of Lords, it being distinctly understood that the Company shall not consent to any other alterations on the bill, at the instance of any other parties, or make any alterations themselves, without the consent of the City's solicitors, and that they shall resist all attempts at such further alterations.

SIMON CAMPBELL.
JOHN LEARMONTH."

"The Committee of the Town Council and Inhabitants authorised the petition against the bill, which lies ready for presentation to the House of Lords, to be transmitted to the City's solicitors in London, with instructions to them, to make such use of it as they and the solicitors for the Company shall think fit, with a view of furthering the passing of the bill through the House of Lords, in accordance with the arrangements made by the foregoing minute; and further, to give such assistance to the Company as they may deem proper, the expense of these proceedings being defrayed by the Company.

SIMON CAMPBELL.
JOHN LEARMONTH."

No. IV.

VIOLATION, BY THE WATER COMPANY,
OF THE AGREEMENT MADE
WITH THE INHABITANTS.

THE agreement with the Water Company having been made, as detailed in Appendix No. III., they appear to have immediately resolved to consider it as so much waste paper, and only to observe it in so far as their own interest was concerned. This course certainly had the merit, if such it may be called, of being quite consistent with all their other proceedings towards the inhabitants since the year 1826. The part of the agreement to which the Committees of the Town Council and inhabitants attached most importance, was that regarding the alteration of the Parliamentary plans and book of reference, so that they might, according to the words of the agreement, "be limited to the works authorised by the bill, and described in schedule D;" because section 93 enacted, "That, subject to the provisions and restrictions in this act contained, it shall be lawful for the Company to make, complete, and maintain the works, in the line and upon the lands delineated and described on the plan and book of reference hereinafter mentioned, and in schedule D hereto," &c. Now, since the plans and book of reference had never been altered, they, of course, contained the Colzium and Harperrig works; and the joint Committees felt that, unless they were altered, the Company might allege that, although Parliament had refused to grant compulsory powers for the purchase of the lands and springs of Colzium and Harperrig, and the execution of the relative works; yet, that if the owners were willing, voluntarily, to sell the several properties included in the Parliamentary plans and book of reference, and to allow the execution of the relative works, that the letter of the bill would appear to sanction such a course, although there could be no doubt that the intention of Parliament was decidedly to prohibit the Company from having any connection with these lands, springs, or works.

With these views the joint Committees, having thus got the Company solemnly bound, by a minute, signed by their chairman, that the necessary alterations would be made,—that "the plan and book of reference referred to in the 93d section of the amended bill, be limited to the works authorised by the bill, and described in schedule D"—(which schedule (D) had been altered in the bill, by expunging all the Colzium and Harperrig lands and works, although the plans, through inadvertency, had not been altered to correspond with the printed schedule)—never imagined that any difficulty would thereafter be interposed to the completion of the agreement. But, in this expectation, they were sadly disappointed. Looking at the whole conduct of the Company, past and present, they had abundant reason to exclaim, "Can the Ethiopian change his skin," &c. The Company did not change their ways. They positively refused, over and over again, to carry their own agreement into effect. When remonstrated with on the subject, Mr Balfour for the Company, and Mr Morton for the inhabitants, at length arranged a proviso to be inserted in the bill, with such altera-

tions as might be made on it by the agents in London. But even this proviso, so adjusted in Edinburgh, was repudiated in London. The Company refused to agree to its insertion. A great deal of correspondence took place, and much unnecessary trouble was given by them to the London solicitors for the city. The clerks of Parliament, the chairman of the Standing Orders' Committee, the chairman of the Committee on the Bill, and the Speaker, were severally applied to by the solicitors for the city, and they all agreed that the alterations ought to be made; but the Water Company always delayed or refused. The city members were applied to in order to present the inhabitants' petition against the bill, and to stop its progress in the House of Commons, until the plans were actually altered. It was understood they had this power, from their names being printed on the bill as having charge of it. In both of these steps the joint Committees were disappointed. The necessity for this course was not perceived; and hence the petition was not presented, and the bill went to the House of Lords without the plans being altered; but, at the very last stage, amendments were made on the clauses, requiring restricted plans to be deposited with the sheriff-clerk within one month after the passing of the act,—the Company having at length been forced to give way to that extent. The following extract, from the business account of the solicitors for the city (omitting the charges), will give some idea of the steps they were obliged to take, and the extent of trouble which they had, to get the Water Company to carry the agreement, signed by their own chairman, into effect:—

"May 24. Attending at the Private Bill Office, inspecting the plan and book of reference; we found the same had not been altered and signed by the chairman in terms of the standing order and the understanding of the Committee.

"Attending the agents for the bill thereon, and we wrote to them pointing out the necessity of still altering the plan, and having the same certified by the chairman, and of providing in the bill for the deposition of an altered plan and book of reference with the sheriff-clerk, and writing to them accordingly.

"25. Attending with Messrs Webster this day thereon, they contended that it would not be necessary to alter the plans and book of reference; we intimated that we should oppose the further progress of the bill unless this were done.

"Attending with Mr Chalmers, chief committee clerk thereon; he thought the Speaker would agree to the necessary alteration without recommitting the bill.

"Attending with Mr Gibson-Craig thereon; we found notice of the further consideration of the report had been given for to-morrow.

"26. Having received from Mr Sinclair the joint minute of the Council, Inhabitants, and Water Company of the 24th, agreeing to the amendments, and including the alteration of the plan and books of reference, perusing these.

"Attending Messrs Webster thereon; they were to put off the consideration of the report.

"Attending at the House, and with Mr Gibson-

Craig thereon, the consideration of the report was postponed.

"27. Having received further letters from Edinburgh with the long petition to the House of Lords, attending the agents for the bill; they promised to send us a bill with their proposed amendments, and we wrote to Mr Sinclair thereon.

"30. Attending at the Private Bill Office thereon; we found that notice of the consideration of the report had been given for Friday, but that no notice of the necessary amendments had been given.

"Attending Mr Webster thereon; he had not yet settled his amendments, and we intimated that he must not proceed till these were adjusted.

"June 1. Having received an altered bill, and clauses to be proposed on the consideration of the report, perusing and considering the same, and examining the clauses with those agreed to in Edinburgh,—*nothing, however, was proposed as to the altered plans and book of reference.*

"Attending the agents for the bill thereon; they intimated that they intended to do nothing as to this.

"Attending Mr Chalmers, the chief committee clerk, and at the Private Bill Office upon this subject, and afterwards attending for Mr Gibson-Craig in St James's Place, and afterwards with him in Great George Street, arranging a meeting with Mr Acland, the chairman of the Committee.

"Attending Mr Macaulay thereon, explaining this matter to him.

"Attending Mr Acland, chairman of the Committee; he distinctly recollected that the Committee had directed the plan and book of reference to be altered; and he agreed to come down and meet Mr Greene, and, if necessary, the Speaker, upon this subject.

"Attending a meeting afterwards with Mr Greene, the chairman of committees, Mr Acland, and Mr Gibson-Craig, and Mr Chalmers; they considered it absolutely necessary to alter the plan and book of reference, and that this might still be done by Mr Acland without recommending the bill.

"Drawing addition to the clause as to the plans deposited with the sheriff-clerks, providing for the deposit of altered plan and book of reference with him, and copy.

"Attending a long meeting with Messrs Webster, discussing this with them; we were to send them a copy, as proposed by us.

"Two copies of our amendment for Messrs Webster.

"Attending them requesting the postponement of the consideration of the report till this matter should be settled; they declined to agree to this.

"Four copies of the proposed amendment.

"Attending Mr Gibson-Craig and Mr Macaulay thereon; the latter declined to present the petition of the inhabitants as matters now stood; we were to meet them at the House at four o'clock.

"Attending at the House at four o'clock; after communication with Mr Greene, Mr Acland, Mr Gibson-Craig, and Mr Macaulay, it was at last agreed to postpone the consideration of the report, and the same was postponed accordingly.

"Copy of our amendment sent to Mr Sinclair.

"The same to Mr Morton.

"Attending with Messrs Webster on this subject; they still declined to make the amendments suggested by us, which we held to be necessary, and we wrote to Mr Sinclair and Mr M'Laren thereon.

"Attending Messrs Webster this day on the fur-

ther amendments as agreed to at the meeting of 24th May, and arranging with them that the clause as to the Directors from the Town Council should remain unaltered.

"7. Having received a copy of the minute of the Committee of Counsel, and instructions to insist on the plan and book of reference being altered, perusing ditto and the standing orders, and drawing statement in support of the proposed alteration, and provision for depositing altered plan, &c., with sheriff-clerk, as well on the ground of complying with the standing order as of general expediency.

"Copy thereof to be laid before the Speaker, twenty-five folios.

"8. Having received from Mr Morton a copy of our proposed amendment as altered and agreed to by Mr Balfour, attending Messrs Webster thereon; they were still averse to agree to it.

"Attending Mr Macaulay and Mr Gibson-Craig thereon; they had been written to from Edinburgh, and were to assist in this matter.

"9. Attending at the Private Bill Office, and with Mr Gibson-Craig thereon; no notice had been given; Mr Gibson-Craig was to watch that the bill did not proceed without our amendment; Mr Acland, the chairman, was out of town.

"10. Attending at the Private Bill Office, we found notice for consideration of the report given for Tuesday, but there was still nothing said as to our amendment.

"Attending Mr Webster on this subject, it appeared that some statement had been laid by them before the Speaker; we complained that this had been done without communication with us.

"Attending the Speaker's secretary thereon, explained the state of this matter to him; an appointment was made for us to meet the Speaker thereon to-morrow.

"13. Having received from Messrs Webster an amended bill as finally proposed for further consideration of report, perusing and examining the same; this was still without our amendment.

"Drawing statement explaining the points of this matter for the Speaker.

"Two copies thereof.

"Attending a meeting with the Speaker and Mr Gibson-Craig upon this subject; he said he should not object to Mr Acland amending the plan and book of reference, and approved of our proposed addition to the clauses in the bill.

"Attending a long meeting afterwards at Messrs Webster's with Mr Gibson-Craig; they at last agreed to insert the amendment at the third reading, and we adjusted the terms thereof with them.

"Attending at the House when the report was further considered, and the bill ordered to be engrossed.

"14. Attending Messrs Webster, finally settling the amendment to be made on the third reading, and examining the same.

"Copy of the amendment sent Mr Sinclair, and we wrote to him thereon.

"Attending at the Private Bill Office on this subject; the bill stood for third reading, but the plan and book of reference had not been altered and signed by the chairman in terms of the standing orders.

"Attending Messrs Webster thereon; they mentioned that Mr Acland was out of town, but that they should get this done on his return.

"Attending at the House with Mr Gibson-Craig

before the meeting of the House on this subject; we stated our difficulties, and urged the propriety of having the plan and book of reference altered before the bill left the House; after communication with the Speaker, Mr Gibson-Craig was satisfied to proceed with the bill, and it was read a third time and passed, and we wrote to Mr Sinclair and Mr Morton thereon.

"19. Attending with Mr Chalmers this day, and at the Private Bill Office; we found from the chief clerk at the latter place, that the Speaker had given permission to have the plans altered by the chairman."

After all the trouble occasioned by the Water Company, in the manner indicated in the foregoing business account, (which, however, is incomplete, as it does not include numerous letters, elsewhere charged, written and received by the city solicitors on the subject,) the arrangement effected at the eleventh hour was by no means so satisfactory as could have been wished; for there was no penalty imposed on the Company by the amended clauses, in the event of their failing to deposit the restricted plans in terms of the act; and thus, taking into account their former conduct, there could be no certainty that these plans would ever be deposited, and therefore it was matter of regret to the joint Committees that the bill had been allowed to get out of the House of Commons until the plans had actually been deposited in their altered form. Lord Shaftesbury appears to have viewed the matter in the same light, for he at once stopped the progress of the bill in the House of Lords, and would not allow it even to pass the preliminary stage of Standing Orders Committee, until the restricted plans were made and deposited, both with the clerks of Parliament, and the sheriff-clerk, in Edinburgh, to be substituted for the original plans, and to be specially referred to in the act as having been so deposited, and as being the plans which

were to be executed; and the clause was accordingly altered by the House of Lords, and passed, in a manner perfectly satisfactory to the joint Committees, as follows:—

"PLAN AND SECTION DEPOSITED WITH SHERIFF-CLERK.—And whereas a plan and section describing the lines, levels, and situation of the works to be made and completed, and of the lands upon or through which the same were intended to be made and completed, and a book of reference containing a list of the owners, lessees, and occupiers of such lands have been deposited with the sheriff-clerk of the county of Edinburgh; and whereas the Company are not by this act authorised to construct certain of the works described in the said plan upon certain lands therein laid down, within the parishes of Midcalder, Kirknewton, and Currie, but only to construct the works laid down on the said plan on the lands described in the schedule (D) to this act annexed; and whereas since the said plan, section, and book of reference were deposited, an amended plan, section, and book of reference, exhibiting thereon respectively the property to be taken and the works to be executed in virtue of the powers of this act, and excluding therefrom the before-mentioned works and lands, in the foresaid parishes of Midcalder, Kirknewton, and Currie, have been deposited with the said sheriff-clerk, be it enacted, that such amended plan, section, and book of reference, shall be substituted by the said sheriff-clerk in place of those deposited with him as aforesaid, and the said sheriff-clerk for the time being shall keep the said amended plan, section, and book of reference, and shall permit all persons to inspect the same at business hours, and shall make out copies or extracts therefrom for all persons requiring the same, on being paid one shilling for every such inspection, and after the rate of sixpence for every one hundred words of any such copy or extract."

No. V.

DIMINISHED SUPPLY OF WATER FROM THE PUBLIC WELLS.

"Edinburgh, 4th September 1843.

"Dear Sir,—Accidental causes led me to be somewhat familiar with the public wells of the city,—that is, the wells (about thirty in number) supplied by the Water Company. These are all in the more ancient portions of the city and southern districts; no new well, with probably one exception, having been erected since 1819. There were, however, besides the wells supplied by the Water Company, a large number of pump-wells in various quarters, particularly in the older parts of the New Town, but which are rapidly going out of use, except where attached to stable yards or public works. In the olden time, nearly half the water used in the city was obtained from these pumps. Previous to 1819, the public wells, in the more crowded districts, were supplied with two spouts or nozles for discharging the water. To one of these nozles the water carriers, now an extinct race, had right of access, at all times, without taking their turn, except among themselves,—they having been at the expense, as I have been

informed, of fitting up one nozle at each of those privileged wells, and a large stone on which they placed their barrels while being filled with water. Shortly after the establishment of the Water Company, one of the nozles was removed from each well having two; and in no case, except where worn out by use, or destroyed by mischief, was a new nozle supplied to any well; and, besides, they are so regulated inside the well, as not to be allowed to discharge sufficient water to fill the orifice of the external tube. In fact, the majority, if not the whole, of the nozles at present in use for the discharge of water from the public wells to the poor, are the identical pieces of brass or iron fixed there previous to the establishment of the Water Company, and of course it is utterly impossible, in these circumstances, that any enlargement of the spouts or nozles can have taken place.

I am, your most obedient Servant,

ALEX. MURRAY.

Dun. McLaren, Esq."

The following extracts, from the Minutes of the General Commissioners of Police, show that they were fully alive to the evils resulting to the inha-

bitants from the Water Company having cut off the cranes or nozles from the public wells:—

On the 9th November 1831, a committee of the Commissioners, consisting of Messrs James Aitken, (convener), E. D. Sandford, Donald Horne, J. G. M. Burt, and James Cruickshanks, prepared a memorial to the Water Company, in reference to a larger supply of water for police purposes, in consequence of the cholera then prevailing, and the memorial likewise contained the following statement:—"The Commissioners farther beg to bring under the attention of the Directors [of the Water Company] that the number of cranes on the public wells having been some time ago reduced to one-half of their original number, *this reduction has occasioned great inconvenience and loss of time to the public, and it is most*

important that, at present, the number *should be again restored.* (Signed) JAMES AITKEN, Convener."

At a general meeting, held on 5th December 1831, the draft of the memorial was brought under the notice of the Board, when "the meeting having heard read the minute of the committee appointed at last meeting to memorialise the Water Company, along with the memorial sent to the Water Company, *approved of the minute and memorial, and continued the committee with full powers.*

(Signed) AD. DUFF, P."

It does not appear that any practical result arose from this application, but it may be mentioned, that the minute of the general meeting, which appointed the committee, held on the 8th November 1831, is signed by the present chairman of the Water Company, thus:—"JOHN LEARMONTH, Lord Provost."

No. VI.

"REMARKS ON the ACCOUNTS of the EDINBURGH WATER COMPANY, as made up by their Treasurer at Martinmas 1842,—submitted to the Statutory Commissioners appointed to examine and certify these Accounts.

"By the provisions of the Water Company's act of 1826 (7th Geo. IV. c. 108, sect. 11), the Commissioners are appointed 'to examine the books of the said Company, and to report that the rates or duties collected during the year previous to the term of Martinmas preceding have been laid out and expended' in the manner thereby prescribed; and by the subsequent statute passed in 1835 (5 William IV. c. 33, sect. 5), it is enacted, 'That the said Company shall have full power and authority, notwithstanding anything contained in the said before-recited act to the contrary, to *apply and expend* the rates and duties which may be collected annually, by virtue of the said recited act, or of this act, in payment of the interest of the money borrowed at the time, due and owing in virtue of this act, and of the said recited acts,—in keeping in repair the works belonging to the said Company, and necessary for the proper supply of the city of Edinburgh and town and port of Leith, and places adjacent, and his Majesty's dock-yards at Leith, and Castle of Edinburgh, with water, and the farther works authorised to be made by this or the before-recited acts,—in paying to the proprietors of the stock of the said Company the dividend or share of profits to which they are entitled by this or the before-recited acts, not exceeding six and a half per cent. on the amount of the stock of the said Company at the time created in virtue of this act, or of the said recited acts,—in office-rents and salaries, and contingent expenses, to the office bearers and turncocks, and other servants of the said Company, or other expenses incurred in the affairs of the said Company; and if any surplus shall remain after the before-mentioned payments, the said Company shall apply the same towards paying off the debt or sums by this or the before-recited acts authorised to be contracted or borrowed by the said Company; and the Commissioners appointed by the said last recited act shall at their meeting, appointed by the said act to be held on the fourth Monday of November an-

nually, or the adjournment thereof, for examining the books of the said Company, report that the rates and duties collected during the year previous to the term of Martinmas preceding have been so applied, laid out, and expended; and it shall not be lawful for the Directors of the said Company to take credit in their annual account for any articles which shall not be allowed in the said report of the aforesaid Commissioners."

"The subscribers having had inspection of the balance sheet and statement of accounts made up by the treasurer as at Martinmas last, and which, it is understood, are now to be laid before the Commissioners for their approbation, it appears to them that these accounts are in several important respects at variance with the provisions of the statute, and injurious to the interest of the community. In order, therefore, to protect themselves and the other rate-payers, the attention of the Commissioners is respectfully requested to the following observations upon the accounts.

"It will be observed that the drafts upon the account with the Bank of Scotland during the preceding year amount to . . . L.23,073 11 2

"While the cash paid into the account amounts only to . . . 16,259 14 4

"Leaving a balance drawn out of . . . L.6,813 16 10

"To this extent the debt to the bank has been increased by the operations of last year; but, on the other hand, a debt of L.6000 to John Pringle has been paid off by the Company, which so far lessens the debt thus contracted,—*inde,* deduct . . . 6,000 0 0

Remains . . . L.813 16 10

"Thus there remains a balance of L.813, 16s. 10d. of additional debt contracted last year, which, it will be observed, has been applied in making up the sum of L.8775, taken credit for on account of dividends to the partners, at the rate of six and a-half per cent. It requires no argument to show the impropriety and injustice of such an operation, which resolves itself into making a division of a sum larger than the

amount of profits during the year. It is impossible to point to any of the enactments of the statutes affording the slightest colour of authority for such a course of dealing. On the contrary, it is the profits accruing from the capital of the Company (7th Geo. IV. c. 108, sect. 4), after payment of the annual expenses, which alone the partners are entitled to distribute; and if any surplus remain, it is directed to be applied in extinction of the debt previously contracted (5 Will. IV. c. 33, sect. 5).

"The explanation which has been offered by the treasurer of the Company is, that the dividends taken credit for in the present account have been already paid as applicable to the *past* year; and he states that the division is justified by the circumstance that, in the year preceding the last, there were profits more than sufficient for the dividends. This explanation, however, so far from being of any validity, makes the matter worse. 1st, It can be of no consequence to what year the dividends taken credit for are held to be applicable. Here is an account exhibiting the transactions of the Company for a definite period, and exhibiting a certain amount of profits; but the dividends taken credit for in the same account exceed these profits, which has been shown to be contrary to the statute. To allow this account to pass would be in effect to allow the Company to borrow money for the purpose of paying their dividends, and to charge the inhabitants with the interest of the money so borrowed in all time coming. 2d, According to the statement of the treasurer, the dividends have been paid before the profits had accrued,—a practice entirely improper and contrary alike to the acts of Parliament and to the usage of other companies; but, now that it appears from the Company's own statement that the profits are insufficient to pay the dividends, the remedy to be applied is, to carry forward as a charge against the Company in next year's accounts the excess of L.813, 16s. 10d., by stating this in the certificate of the Commissioners to be appended to the account. The necessity for such rectification being made will be the more apparent, when it is taken into view that in this account the rates levied by the Company is stated at the full amount actually levied, although a considerable part of that amount has been judicially ascertained to have been an overcharge, and the Company are now in the act of paying back the excess. The overcharges extend over the last five years, and the sum to be refunded by the Company will amount to several thousand pounds, which involves the necessity of a still farther rectification at some future period. If a full rectification were made now, as it perhaps ought to be, the excess to be carried forward against the Company would be very considerably increased; but while the subscribers are not very anxious to press this at the present moment, they will certainly insist on it hereafter, and that circumstance renders it all the more necessary that the partners of the Company should be restrained from appropriating to themselves, as on the face of this account they propose to do, a fund clearly beyond that properly applicable to their dividends.

"Before leaving this subject it is proper to observe, that the remarks now made proceed on the assumption that, with this exception, the account is accurate as it stands, but this is by no means the case. Upon effect being given, however, to the objections which are now to be explained, there will be a diminution

of the expenditure on the credit side of the account, which will leave room for the full amount of dividends, stated by the Company, thus:—

"1st, There is taken credit for, in the account of annual expenditure, a sum of law expenses amounting to L.608, 19s. 8d., but to this falls to be added a sum of L.139, 2s. 9d., which has been deducted from the law expenses of last year, as a payment received of expenses previously disbursed. The real amount, therefore, is L.748, 2s. 5d. From an examination of the journal, it appears that almost the whole of this sum is composed of expenses incurred by the Company in a litigation in which they were lately engaged with Mr Malcolm, respecting the extent of the rates which they were entitled to levy from the inhabitants. The expenses stated in this account form only a part of those incurred in the litigation referred to, but it is not doubted that the Commissioners will see good reason to disallow the whole amount as an article of expenditure in the accounts. It seems unnecessary to enter into the subject of litigation, farther than to notice, that it was an action in which the Company, on the one hand, contended for a higher rate of assessment, while Mr Malcolm, on the other hand, maintained that the Company was limited to a lower rate. The case of Mr Malcolm was the case of all the ratepayers within the bounds of police, and he succeeded in establishing that the Company were in the wrong. It would be inconsistent with every principle of justice and of law, therefore, that the party who had thus unsuccessfully contended for an undue advantage to himself, should be allowed to devolve the burden of the expense attending these measures upon that community which was virtually the adverse party in the cause. The Company are no doubt entitled, by the 33d section of the act of 1826, already quoted, to take credit for expenses incurred in the affairs of the Company; but this is obviously to be interpreted with reference to what goes before, and plainly comprehends nothing more than such expenses as might be incurred in maintaining a proper supply of water to the inhabitants. The sole aim and intention of the section is to protect the inhabitants against charges not conducive to that object, and it would be inconsistent with its whole scope and spirit to construe it as authorising the partners of the Company to take credit for any expenses incurred in seeking to benefit themselves, by fastening upon the inhabitants a rate of assessment unwarranted by the act. The litigation was not the affair of the Company, but the separate and private affair of the partners, who alone must take the consequences of it. Many analogous cases have occurred in the courts of justice, and the principle has been clearly recognised, both here and in England, that, in all such cases, the expenses must be borne by the party with a view to whose interest they were incurred. Without referring more particularly to authority, the subscribers feel perfectly confident that if the Commissioners shall be pleased to consult any lawyer upon the point, they will be advised that the Company have no right to state their expenses against the public as an article of expenditure."

[The concluding part of this excellent paper, volunteered for the objectors by Mr James Malcolm, S.S.C., to whom the inhabitants are so deeply indebted for his patriotic and successful resistance to the illegal and oppressive proceedings of the Water Company, has been printed as a note to the evidence.]

