

that it would be detrimental to the feuing prospects of their estates, and (b) to the provision which laid on them the burden of connecting their buildings with the surface drainage system at their own expense. In the course of the proceedings, however, an agreement having been arrived at and a clause adjusted in terms thereof, they ceased to oppose the preamble of the Order.

The second object of the Order was opposed by the trustees of the late John Waddell, proprietors of a piece of ground extending to about 4 acres, of which the promoters proposed to take power to acquire about 3 acres for the purpose of constructing thereon one of the proposed tanks. The objectors contended that the promoters should be bound to take the whole of their ground, as the amenity and general usefulness of the remaining small portion which was not proposed to be taken would be so destroyed by the construction of the tank that it would be unfair to leave it on their hands. It was argued for the promoters that this was a question which ought to be left for the decision of the arbiter, who would have to settle the matter of compensation, and was not a suitable question for the present inquiry.

The third object of the Order was opposed by the Leith Harbour Commissioners, who stated that it would become necessary for them in the immediate future to extend their docks over the site of the existing sewer outfall and the new pipe which the promoters here proposed to lay alongside it. They therefore objected to power being granted for the new work unless it was coupled with an obligation on the promoters that they should remove it or alter its position, at their own expense, if and when the Harbour Commissioners required to use the area for dock purposes.

Argued for the Leith Dock Commissioners—The promoters had fair warning here that if they took the line proposed for their pipe they would encroach on ground which would presently be required for dock extension. In these circumstances the obligation asked was reasonable. A similar obligation was granted in the Birkenhead Water Act, 1907, sec. 52, sub-sec. 7.

Argued for the promoters—The obligation asked for was unprecedented, and should not be granted. The clause referred to in the Birkenhead Water Act was put in by agreement of parties there, and not by Parliament.

After hearing evidence for the promoters and objectors, the Chairman intimated that the Commissioners found the preamble proved, but subject to the insertion of a clause requiring the promoters to take the whole of the property of Mr Waddell's trustees if they took any part of it.

On clauses, the objecting proprietors sought to have a provision inserted which would give an appeal to the Sheriff in any case where the promoters refused to allow a junction with their main surface-water drains to be made at the nearest available point to the subject requiring a connection.

Alternatively they asked for a provision that where a junction was necessary, and a demand on the part of the proprietor that it should be made at the nearest available point was not unreasonable, the promoters should, if they elected to have it made further away, be themselves at the expense of the additional piping required. These proposals were objected to by the promoters, who argued that it would be contrary to the practice of Scotland under the Public Health Acts and public policy that the local authority should be in any way fettered as to the places where junctions with their pipes should be made.

The Commissioners refused both these proposals.

Counsel for the Promoters—Cooper, K.C. — Horne. Agents—H. Inglis Lindsay, W.S., and A. & W. Beveridge, Parliamentary Agents, London.

Counsel for Hailes Estate and Quarry Company, Limited—Macmillan—Pringle. Agents—Pringle & Clay, W.S.

Counsel for the Trustees of Charles Ferrier Gordon—Macmillan—Pringle. Agents—W. & J. Burness, W.S.

Counsel for J. H. Dickson and H. Dickson, C.E.—Macmillan—Pringle. Agents—W. & J. Burness, W.S.

Counsel for John A. Inglis, of Redhall—Macmillan—Pringle. Agents—J. C. & A. Stuart, W.S.

Counsel for Corporation of Edinburgh—Macmillan. Agent—Thomas Hunter, W.S., Town Clerk.

Counsel for the Trustees of John Waddell, of Easter Inch—Macmillan. Agents—Simpson & Lawson, W.S.

Counsel for the Commissioners of Leith Harbour and Docks—J. H. Millar. Agent—Victor A. Noel Paton, W.S.

Counsel for the Governors of Gillespie's Hospital—W. T. Robertson. Agent—Alex. Heron, S.S.C.

For Messrs White, Burns, & Company, and Others—James Watt, W.S.

IX. EDINBURGH AND LEITH · CORPORATIONS GAS ORDER.

23rd, 24th, 25th, and 27th July.

(Before the Earl of Strathmore, Lord Falkland, *Chairman*, Mr J. D. Hope, M.P., and Mr J. M'Callum, M.P. — at Edinburgh.)

This Order was promoted by the Edinburgh and Leith Gas Commissioners. Its principal objects were (1) to get an extension of time for completion of certain works authorised by Parliament in 1898; (2) to get power to borrow money to redeem certain annuities due by the Gas Commission to their predecessors, the Edinburgh and Leith Gas Companies; (3) to establish a superannuation fund for their officials; (4) to extend the limits of their supply area; and (5) to reduce the statutory minimum

candle power of the gas supplied by them from 20 candle power, as fixed in 1888, to 14 candle power.

The expediency of reducing the minimum candle power, as thus proposed, was urged by the Gas Commissioners on the ground that it would be cheaper for the consumer, and could be supplied with less loss in transit, and at the same time was better adapted to modern conditions of lighting by incandescent mantle, and of heating, cooking, and production of power. This part of the Order was however opposed by the Corporation of Edinburgh, who denied the advantages claimed for the lower grade gas, and particularly urged the claims to consideration of the large body of consumers who still used flat flamed burners or had their houses fitted with pipes of a small diameter. They submitted that if the candle power was reduced as proposed, the official testing places should in future be at the City Chambers, Edinburgh, and the Municipal Buildings, Leith, or at any rate at places appointed by them, and not as heretofore at the Gas Works or such other place as the Gas Commissioners should determine, as provided by the Act of 1888.

They further objected to the proposal in the Order that in making tests of the gas, under their statutory powers, the Corporation should be bound to take an average of the results obtained at various times, and to the proposed change of the standard testing burner from the present statutory union jet to the Argand No. 2. The objectors stated that they were willing to accept a minimum of 16 candle power tested by the union jet burner, or 20 candle power tested by the Argand No. 2, either of which they calculated would give the same grade of gas, provided that the tests were made at the City Chambers.

After evidence had been led, the Commission found the preamble proved, subject to an additional daily test at the City Chambers and at Leith Municipal Buildings, and clauses were subsequently adjusted.

Counsel for the Promoters—The Dean of Faculty (Campbell, K.C.)—Duncan Millar. Agent—James M. Jack, S.S.C.

Counsel for the Corporation of Edinburgh—Cooper, K.C.—J. W. Forbes. Agent—Thomas Hunter, W.S., Town Clerk.

X. NORTH BRITISH RAILWAY ORDER.

27th and 28th July.

(Before the Earl of Strathmore, Viscount Falkland, Chairman, Mr J. D. Hope, M.P., and Mr J. M'Callum, M.P.—at Edinburgh.)

Provisional Order—Harbour—Dock—Support—Working of Mines—Railways Clauses Consolidation (Scotland) Act 1845, secs. 70 to 78, Applied to Dock.

This Order was promoted by the North British Railway Company for a number of objects, of which only four were opposed.

The more important of the unopposed objects were to get authority to amalgamate the North British and West Highland Railways, and to make a working agreement between the former and the Invergarry and Fort Augustus Railway Company.

The opposed objects of the Order were as follows:—(1) Power to acquire certain land for railway sidings at Methil Docks; (2) protection of the Methil Docks from the working of the minerals lying underneath them; (3) power to close Leven Dock; and (4) dispensation from the requirement that they should render annual accounts for their docks to the Board of Trade separately from those for their railway.

The first of these objects was opposed by Mr Randolph G. Erskine Wemyss, the Wemyss Collieries Trust, Limited, and the Wemyss Coal Company, but after evidence had been led a settlement was arrived at, and a clause giving effect thereto was adjusted and passed.

The second object of the Order referred to the working of the minerals under Methil Dock No. 2, the construction of which was authorised by the North British Railway (Methil Harbour) Act 1891. The promoters now proposed to apply to this dock the provisions of sections 70 to 78 inclusive of the Railways Clauses Consolidation (Scotland) Act 1845, in order to protect it from possible danger owing to future working of the coal lying under the dock.

This was opposed by the objectors, who argued—There were two Clauses Acts passed about the same date, viz., the Harbour and Docks Clauses Act 1847, and the Railways Clauses Act 1845. It was unprecedented and incompetent to apply the provisions of the Railways Act to docks, and thus to introduce into a private Act a provision differing from the general statute law. Further, under the agreement between Mr Wemyss and the Railway Company, when the latter acquired the site of the dock, Mr Wemyss was entitled to take out all the coal underlying it. This was just an attempt to get behind that bargain. The proper course for the Railway Company would have been to have bought the coal out and out before constructing the dock. The objectors were quite willing even now that the coal should be taken on the footing that the area of coal to be left unworked should be fixed now, and payment therefor made now.

Leven Dock, the closing of which was proposed by the Order, was taken over from Mr Wemyss by the promoters in 1889, who at the same time came under an obligation to maintain it. The promoters now stated that the dock had ceased to serve any useful purpose, owing to the construction of better docks at Methil, that owing to its position it was impossible to keep it open with a reasonable amount of dredging, and that it had become a danger to public health owing to the pollution of the river Leven. They proposed to fill up the dock and substitute for it an open jetty for small craft.