

man intimated that it did not insist on the insertion of a sterilisation clause.

The Commissioners intimated considerable difficulty, but looking to the peculiar circumstances and the very limited duration of the power sought, found the preamble proved.

Clauses were adjusted.

Ardrossan Harbour Company sought an increase of 50 per cent. on their maximum rates, limited to fifteen years' duration. The schedule of rates here was recent, 1909, and it had not been found necessary to apply to the Board of Trade for any increase during the war owing to a large extent to the advent due to the war of exceptional traffic which had now disappeared. The harbour was purely a commercial undertaking. Opposition came from shipowners using the harbour based on the ground that the existing maximum dues on ships, as distinguished from the other rates and charges, had not been reached, and the company was able to pay a fair dividend. It was suggested the dues on ships should be excluded, or alternatively that the increase granted should be much smaller and for a much shorter duration. Something was also said as to differential treatment of coasting steamers, but it was admitted that the company had power to compound, provided always similar terms were given to all in a similar position, had been in the habit of exercising such power by agreements, and was likely to do so again in the future.

The Commissioners intimated that, following the precedent of the Manchester Ship Canal case in England, no sterilisation clause would be inserted here in dealing with a trading company. They found the preamble proved but limited the increase to 33½ per cent.

Clauses were adjusted.

Counsel for the Clyde Navigation Trustees (*Promoting*)—Sandeman, K.C.—Black. Agents—Wright, Johnston, & Mackenzie, Solicitors, Glasgow.

Counsel for the Ship-Repairers and Others (*Objecting*)—Gentles, K.C. Agents—Biggart, Lumsden, & Company, Solicitors, Glasgow.

Counsel for the Greenock Harbour Authorities (*Promoting*)—Sandeman, K.C.—Harold Beveridge. Agents—Neill, Clark, & Murray, Solicitors, Greenock—Beveridge & Company, Westminster.

Counsel for the Greenock Harbour Bondholders (*Objecting*)—Constable, K.C. Agent—Thomas Macquaker, Solicitor, Glasgow.

Counsel for the Ardrossan Harbour Company (*Promoting*)—Constable, K.C.—Black. Agents—Keyden, Strang, & Company, Solicitors, Glasgow.

Counsel for Shipowners (*Objecting*)—Gentles. Agents—Wright, Johnston, & Mackenzie, Solicitors, Glasgow.

5th, 6th, and 7th August 1919.

FRASERBURGH HARBOUR (NEW WORKS) PROVISIONAL ORDER.

(Before Lord Forteviot (*Chairman*), the Marquis of Linlithgow, Mr William Graham, M.P., and Mr J. L. Sturrock, M.P.—at Edinburgh.)

Provisional Order—Harbour—Erosion of Coast—Feared Damage to Owner of Adjoining Property and Foreshore—Protection Clause.

The Fraserburgh Harbour Authority promoted this Order for power to carry out certain new works at their undertaking, the most important of which was the lengthening to a small extent of two breakwaters so as to contract the entrance, and prevent heavy seas penetrating into the basin of the harbour. Lord Saltoun opposed. He was the owner of the coast property to the south of the harbour, and fearing damage from a possible diversion of the force of the waves on to his shore, where his property behind was protected by a narrow line of sandy dunes, he had sought a protection clause referring to arbitration any claim he might hereafter have for damage caused through the new works, and that joint plans should be prepared showing the existing position of matters. The promoters, however, had refused such a clause, preferring that the matter should be left to the common law.

The Commissioners refused a protection clause and found the preamble proved.

Clauses were adjusted.

Counsel for the Fraserburgh Harbour Authority (*Promoting*)—Sandeman, K.C.—Morrice Mackay. Agents—J. W. Tarras, Solicitor, Fraserburgh—Alexander Morison & Company, W.S., Edinburgh.

Counsel for Lord Saltoun (*Objecting*)—Constable, K.C.—Graham Robertson. Agents—W. & J. Cook, W.S., Edinburgh.

8th, 9th, 11th, and 12th August 1919.

GREENOCK IMPROVEMENT PROVISIONAL ORDER.

(Before Lord Forteviot (*Chairman*), the Marquis of Linlithgow, Mr William Graham, M.P., and Mr J. L. Sturrock, M.P.—at Glasgow.)

Provisional Order—Burgh—Improvement Scheme—Acquisition of Property—Church and Burial-Ground—Property not Required for the Burgh Improvement but for Shipbuilders with whom Scheme to be Carried Out.

Greenock Corporation and Greenock Harbour Trust promoted this Provisional Order for power to carry out a large improvement scheme, whereby a considerable amount of slum property was to be cleared away. The scheme had originated, and been shaped, with a large shipbuilding firm, who desired to

enlarge and reconstruct their yard. An old portion of the harbour was to be closed and part of it given to the firm, who had acquired a large amount of property already, and were to acquire more from the Corporation. Streets would require to be closed, and houses would require to be built elsewhere for the occupiers of the properties to be cleared, which were of a slum character. An ancient church and old burial-ground were situated amidst the other properties acquired and to be acquired, and the shipbuilding firm maintained that their acquisition also was necessary for the reconstruction and enlargement of the yard. The arrangement between the firm and the Corporation was conditional upon this. The arrangement was admittedly, financially a very good one for the Corporation, but lairholders, parties having relations buried in the burial-ground, and parties interested in James Watt, whose father and grandfather were buried there, and parties interested in Burns, whose Highland Mary was buried there, opposed the scheme because of the acquisition of the church and burial-ground. The promoters proposed to take power to acquire them, and an arrangement had been made between the congregation and the firm for the transfer of the church and the burial-ground which was not ungenerous. The objectors maintained that the leaving the church and burial-ground alone would not necessarily

interfere with the enlargement and reconstruction of the yard, and even if it added to the expense or caused some inconvenience, such considerations, where it was merely a private dividend-earning concern which was in question, should not be given much weight.

The Commissioners found the preamble proved.

Clauses were adjusted.

Counsel for Greenock Corporation and Greenock Harbour Trust (*Promoting*)—Wilson, K.C.—Hon. Wm. Watson, K.C.—H. W. Beveridge. Agents—A. Nimmo, Town-Clerk, Greenock—John Cameron, Solicitor, Greenock—Neill, Clark, & Murray, Solicitors, Greenock—John Kennedy, W.S., Westminster—Beveridge & Company, Westminster.

Counsel for Burial-Ground Lair-owners and Others (*Objecting*)—Macphail, K.C.—Fenton. Agents—W. Neil & Rowan, Solicitors, Greenock.

Counsel for Carting Contractors (*Objecting*)—Sandeman, K.C.—Gentles. Agents—Fyfe & Murray, Solicitors, Greenock—Patten & Prentice, Solicitors, Greenock.

Mr James Wilson, Solicitor, Glasgow, instructed by Messrs Maclay, Murray, & Spens, Solicitors, Glasgow, watched for the Glasgow and South-Western Railway Company.

END OF VOLUME LVI.