

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.

This was opposed by Mr Wemyss's representatives and also by Mr Christie of Durie, the original proprietor of the harbour of Leven, who had transferred his rights under agreement that the dock was to be maintained as a public harbour. They maintained that the dock was of value to the neighbouring agricultural community, and that the Railway Company should not be allowed to evade an obligation to maintain undertaken by them under private contract, and which they had recently been ordained to implement by decree of the Court of Session.

The proposal to authorise the promoters to dispense with the requirement that they should render separate accounts to the Board of Trade for their dock undertaking was opposed on behalf of the traders, who urged that there was no good reason for altering the general law on the subject.

On the question of protection of Dock No. 2 from the effect of mineral working, the Commissioners found the preamble proved, and a clause was subsequently adjusted applying sections 70 to 78 inclusive of the Railways Clauses Consolidation (Scotland) Act 1845 thereto.

As regards the closing of Leven Dock, the Commissioners found the preamble proved, subject to the adjustment of a clause duly providing for the erection of the proposed jetty, &c., and for the expense of upkeep thereof.

As regards dispensation from rendering separate accounts for the docks, the Commissioners found the preamble proved.

Counsel for the Promoters—Clyde, K.C.—Cooper, K.C.—Grierson. Agent—James Watson, S.S.C.

Counsel for Randolph Gordon Erskine Wemyss, the Wemyss Collieries Trust, Limited, and the Wemyss Coal Company, Limited—Dickson, K.C.—Chree. Agents—Gordon, Falconer, & Fairweather, W.S.

Counsel for Robert Maitland Christie of Durie—Dickson, K.C.—Sandeman. Agents—J. H. Smith, Solicitor, Leven, and Milne & Campbell, W.S.

Counsel for the Fife and Clackmannan Coal Owners Association—Horne. Agents—Wallace & Begg, W.S.

XI. PERTH CORPORATION ORDER.

30th July.

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

The main object of this Order was the extension of the Burgh of Perth by including therein a part of the County. The only

objectors who appeared to oppose the Order were the two proprietors of Woodlands and Cleeve, small estates extending respectively to about 93 and 32 acres, which were included, Woodlands wholly and Cleeve partly, in the area proposed to be taken in from the county, and whose main ground of objection was that the transfer would entail an additional burden on them in the matter of rates.

The only other purposes of the Order which call for mention were—(1) to make the burgh a county of a city, with power to the Crown to appoint a Lieutenant and a separate Commission of the Peace, and (2) to give powers which would extend the control presently exercised by the burgh over persons within its own limits dealing in milk, to such persons outside who sent milk into the burgh for consumption; and further to provide that all dead meat sent into the burgh should pass through the burgh slaughterhouse, for purposes of inspection by an official.

In the matter of erection of the burgh into a county of a city, a report was submitted by the Secretary for Scotland disapproving of the proposal, and on the other matters of milk supply and dead meat a report was put in by the Local Government Board also disapproving on the ground that these proposals went outside the general statute law, and were contrary to the accepted principle that the local authority of each district should alone be responsible for the administration of the Public Health Acts within its own district.

The other objects of the Order were unopposed.

After hearing evidence for the promoters and for the objectors, the Chairman intimated that the Commissioners found the preamble proved as to the burgh extension, subject to the inclusion of the entire estate of Cleeve. They found the preamble not proved as regards the erection of the burgh into a county of a city, in view of the report of the Secretary for Scotland. They also intimated that as regards milk and dead meat they considered the powers conferred by the existing law were sufficient, and instructed the deletion from the Order of the clauses dealing with those matters.

Counsel for the Promoters—Graham Stewart, K.C.—J. Condie Sandeman. Agents—Cornillon, Craig, & Thomas, W.S., and John Begg, Town Clerk.

Counsel for Mr F. N. Miller of Cleeve and Mr W. Macdonald of Woodlands—Constable. Agents—Jameson & Mackay, Solicitors, Perth.

Counsel for the County Council of Perth—J. Macdonald. Agent—David Marshall, County Clerk.