

[cover]

BROXBURN OIL CO.
LIMITED
LEASES AND AGREEMENTS
Nº I.

[page 1 – a cutting from the West Lothian Courier dated 22-10-1937]

Here is an extract from the “West Lothian Courier” of fifty years ago. - “The shale miners’ dispute at Broxburn has entered its 16th week. The number of workers who have resumed remains the same, but more workers are expected back to work at an early date.”

The strike referred to caused great excitement throughout West Lothian and was unique in this respect that following the Broxburn Oil Coy., Ltd., ejecting miners from their houses, wooden structures were erected where the erected families lived in communal style for many weeks. The strike leader was M^r John Wilson, a popular miners’ agent and a native of Broxburn.

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Nº of Lease I Leases of Minerals

Lease (Duplicate) between the Honourable Shipley Gordon Stuart Erskine, Lord Cardross, with consent of Robert Bell, Coal Master, Edinburgh, on the one part, and the Broxburn Oil Company Limited, on the other part, containing Renunciation and Discharge by the said Robert Bell and the said Company in favour of Lord Cardross, of former Lease of Minerals to the said Robert Bell, and Heads of Agreement for its extension.

(See N° 125 page 104)
(see 125, p.104)
Dated said Lease 10th and 22 July 1878
Endurance 39 Years from Marts 1877
Termination Marts 1916_

Note See N° 95 hereof, "Miscellaneous subsisting Agreements, Writs &c" as to working of Shale under Union Canal.

1¹ See next page Copy Discharge of 1888
1² " " D° 1891
1³ " " Disposition 1897
1⁴ " " 1899 & 1900

2 Missives of Excambion of Shale with
Youngs Paraffin Light and Mineral Oil Company, Limited. January 1887

3 Lease between the Trustees of George Mercer Falconer Stewart, Esquire, of Binny, on the one part, and the Broxburn Oil Company, Limited, on the other part.

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3 Dated 8th, 10th, 11th and 13th October 1890
Duration 31 Years from Marts 1890
Expiry Martinmas 1921
Fixed Rent £200
Break to Tenants every third Year
Note: See N° 105 of this Inventory as to payment of fixed rent
Renounced 3rd May 1893 as from Marts 1893

1¹ Copy of Discharge by the said Lord Cardross and the Broxburn Oil Co^y Ld to the North
Received from British R^y Company including Disposition of Shale under Canal as delineated
Miller Thompson on relative plan (Sum paid by Railway Co £3656-5/- with interest)
Henderson & Co Dated and recorded 1888.
27/11/1930

1² Copy Discharge 2nd D° D°
Received from Dated 27th, 20th, & 24th Feby and 2nd March 1891 and recorded.
M.T.H. & Co. Shale at Albyn Mine workings (East) and Stewartfield Mine Workings
21/11/1930 (West) : Total amount paid by Railway Co £9812-19/- with interest

1³ Copy Disposition by the said Lord Cardross with consent of the Broxburn Oil Co^y Ld to the
※Consisting of North British R^y Co^y of Shale under Edinburgh & Bathgate R^y \at Roman the
"Wee", "Plain", Camps, delineated on relative Plan. ※
"Curly", "Maybrick" Dated 4th, 9th, 12th 25th Oct. and recorded in the Division of the General
and "Jubilee" Seams. Register of Sasines Applicable to the County of Linlithgow 1877
Amount paid by Railway
Company £6,299.13.9.
Received from M. T. H.
& Co. 2/11/1930

1⁴ Agreement by Lord Cardross with Consent of the Broxburn Oil Co^y to The North British R^y
Correspondence between Co^y of Shale under Edinburgh & Bathgate R^y at Roman Camp/ 1286
 Parties received from @2/9 = £176:6:6 dated 17 Feby & 13th May 1899 &
 M. T. H. & Co. 31/11/1930 8 & 14 Feby 1900

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(4) Lease (copy) between M^{rs} Jessie Kidd or Hollingberry & othes with consents
 on the one Part, and the Broxburn Oil Company Limited, on the other part. Minerals
 on the lands of North Cobbinshaw & Kipsyke in the Parish of West Calder & Shore
 of Edinburgh.

Duration of Lease 31 years from Whit^y 1904- with breaks in the tenants
 option every alternate Year by giving 6 months Notice Previous to any term
 of Whits^y.

Wayleave ½^d per ton on all minerals brought by Co^y from other lands upon
 the lands hereby let.

Royalties Year ending Whits ^y 1906	£100
" " 1907	200
" " 1908	350
" " 1909	500

& for each subsequent Year

Optional 4 ½ Pton Shale of 22 ½ cwts

4	"	Limestone	"
3	"	Common coal	"
2	"	Fireclay	"

First Payment Marts 1905 for the 6 months Preceeding.

Shorts to be made good, any 12 m/s during reset 2 Years.

Land for erecting works £20 per acre for purchase.

13 July 1904

Renounced 8th Nov 1909 as from Whits 1910

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(5) Lease between Robert Campbell MacKenzie Curator Bonis to John Purdie Sommerville and
 the Broxburn oil Coy L^d of the Minerals of Ampherlaw & Girdwoodend Duration of Lease
31 Years from Whity 1908, with breaks every 3 Years from Whity 1910 by [?]rting 6 months
 notice.

Wayleave ½ pton of 22½ cwts. On all minerals brought by Coy from other lands.

Royalties £100 beginning Whity 1910 to Whity 1911 thereafter £300 Per annum

Oil Shale 4½ Pton of 22½ cwts

Coal 4 " "

Fireclay 3 " "

Limestone 4 " "

Shorts for 3 Years from 1910

5 Years to be allowed after 3 Years

only 2 Years for shorts.

5th & 10th Feby 1908

Renounced 22nd Dec 1909

6 Lease Certified copy between W^m Campbell & the Broxburn Oil Coy L^d of the Minerals of
Kings Inns

Same as above

Renounced 22 Decr 1909

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II Leases of Farms of Greendykes and Stewartfield and Field on Niddry Farm
4 Certified Copy Lease between the said Lord Cardross, on the one part and the Broxburn Oil Company Limited on the other part.
Dated 27th November 2nd Dec^r 1878.
Endurance 25 Years
(See N^o 89) Termination Marts 1902.
Rent till Marts 1890 £1038-11/- at two terms Candlemas and Whitsunday.
For deductions from From Martinmas 1890, till Marts 1902, to be fixed by arbitration but not to be
the Annual Rent see less than £1038-11/-
the [?] in File of
Landlord's Accounts
Box N^o 3.

(5) Copy Lease, between the Right Honourable John Adrian Louis, Earl of Hopetoun, with
Consent of his curators on the one Part and the Broxburn Oil Coy Limited on the
canc^d other part.
See Lease Dated 1st June and 6 July 1881.
6/2 Endurance 19 Years.
Termination Mart^s 1900
Extent 13.880 acres part of Niddry Farm Rent £26.7.5 at Marts Yearly.
M^r Henderson advises under date 16th May 1902 to pay rent of fees Year by Year although
Lease has expired, Field is considerably damaged by our Bing, & it would be continued
annoyance to let to go out of our hands into farmers in the meantime.

(6) Agreement for Lease between James Easton Brock Farmer, Overtoun, Kirkliston and the
See 124 Broxburn Oil Co^y Lim^d
Dated 15th & 18th Oct^r 1881
Endurance 11 Years from Marts 1881.

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Termination Marts 1892
Extent 15.171 acres, Windygoul Park,
part of Broomhouse farm.
Rent £37.18.6 at Martinmas Yearly

6/1 Copy Lease between the Said Lord Cardross on the one part and the Said Broxburn
Oil Co^y L^d on the other Part.
Dated 15th Aug and 11 Sept 1894
Term of Entry Marts 1893
Endurance 19 Years
Termination Marts 1912
Subjects let Two fields of East Mains Farm, lying to the South of Broxburn
Railway and extending together to 43.504 acres.
Rent £76 Yearly

6/2 Copy Lease between Marquis of Linlithgow on the one Part and the Broxburn Oil Coy L^d on
the other Part

Transfer to Dated 6th & 8th Dec. 1911
Lease[?] Book Endurance 35½ Years
from Whitsunday 1911
Field Part of Niddry Farm (Commonly called the “Mean Field”)
for Shale Bing extending
to 13.880 acres
Rent £27.15.2 Yearly

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10

42

21

63

1912

19

1893.

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II Leases of Farms of Greendykes and Stewartfield and et^c

4 Certified Copy Lease between the said Lord Cardross, on the one part, and the Broxburn Oil Company L^d on the other Part.
Dated 27th November and 2nd Dec 1878
Endurance 25 Years
Termination Martinmas 1902
Rent till Marts 1890 £1038.11.0 at two terms Candlemas and Whitsunday.
From Marts 1890 till Marts 1902 to be fixed by arbitration, but not to be less than £1038.11/-

See Page 8

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Leases of Minerals

Papers

in Secy Sale Pumpherstons Estate

7 Stankards Shale Workings

See N^o 11. 15th Sept^r 1913 Per[?] Thomas & MacLeish To take out Shale left by Youngs Coy at Stankards in the Broxburn Main Seam & in the Curly Shale & Grey Shale Seams, lying immediately above

4th Nov^r 1913. Recommendation made by M^r Rankine C & ME M^r Gemmell ME

“We agreed that for the Purposes of Working out Shale left along the Marches at Middleton Hall & the Property east of Stankards, such being all the Shale that we know of having been left unworked & also all that ought to have been left unworked, a breadth of 50 Yards within Stankards lands is sufficient for the operations of the B O Co^y, and therefore be agreed to recommend that such an arrangement be approved of & that all the workings be north of the Beugh Burn & not nearer than 300 ft”

Royalty 4 per ton
Fixed Rent £25 per annum
Shorts to be made up during the Currency of this arrangement
BOCoy liable for all damage done to the Surface by their operations, thro subsidence or otherwise BOCoy take upon themselves any damage that may accrue to their operations thro Youngs Coy Workings in the Dunnett Seam below.

See Page 17

[the whole of this page is crossed out, with these words:-
Renounced as from Whitsunday 1925 [?/8/1923?] & 9/1/1921]

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Six months notice of termination of this arrangement to be given by either side before any form of Whits^y or Mart^s.

[Section crossed out with the words :- “Renounced Whitsunday 1925”]

(8) Lease between the Trustees of the deceased Rob^t Bell in the Broxburn Oil Co^y L^d

For Shale left unworked under the lands of Holmes and Goshen
5 ½ acres or thereby

Duration. 20 Years from and after term of Whit^y 1913

Trustees Breaks Whit^y 1915 on giving 6 months Previous Notice in writing to the landlords of their intention to do so further breaks at the expiry of every Period of 2 Consecutive Years.
Agree to defer
Whitsunday 1921 break
Till Whitsunday 1922.
9/11/20

Damages Tenants Pay all damages to crofts bdgs, erections &c belonging to Landlord or his tenants.

Trustees Fixed Rent £50 Yearly Payable half-yearly first payment £25 Marts 1913
agree to Lordships 3¾ pton of 20 cwts.
let Shale in this Estate -
Homes – so far as not
already let to us at 3¾
per ton Lordship.
9/11/20

Shorts. If output in any one year during first 4 years of the lease shall be less than fixed rent, tenants entitled to make up deficiency during any succeeding year of first 4 years, and if output in any one year after first 4 years be less than fixed rent, shall be entitled during the next succeeding three years to make up shorts

[whole section crossed out]

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(9) Tack between John Allan Maconochie Wellgood of Kirknewton & Gartlock & the Broxburn Oil Coy L^d

Duration of Lease 31 Years from Whit^y 1913
Break one days Notice end of 2 Years
Every 3 Years thereafter subject to 6 mfs Previous Notice

At Whit^y 1915 Tenant may restrict area
no warrant of Shale by Landlord

Rents £50 Whit^y 1914 to Whit 1915
100 " 1915 to " 1916
200 " 1916 plus 20/- per acre
for every acre held under 200 acres
or Royalties in lieu of rents
4 pton of 200 cwts Shale

oil Shale Workmen & carry away. Sink pits erect Workmens houses &c make Railways &c
not to retort or distill not to Pollute streams.
80 feet chimneys & furnaces to Prevent smoke.
Ground for these Purposes 3 Agricultural rents Per acre.

when art: net Price at Works of finished products Pton of Shale on financial year exceeds
14/- Pton 30 of the excess shall be paid to Landlord

Shorts 3 Years allowed to make up

Renounced 18th Jany 1915

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- (10) Lease between the Lord Provost Magistrates & Council of the City of Edinburgh per Sir
Thomas Hunter W.S. Town Clerk & the Broxburn Oil Coy L^d

Oil Shale in Burnhouse East Camps 175 Acres

Duration of Lease 31 Years from Whit 1913
Break at Whit: 1915 one days notice & every third year thereafter 6 mfs Notice.

Work Men distil &c, Erect all Machinery, Retorts Refinery Stills &c Roads Rys Spent shale
binges refuse heaps &c, Houses for Workmen &c

Rent 1913 to 1915 no rent
1915 " 1916 £43 15/-
1916 " 1917 £87 10/-
thereafter £175. Mart & Whit³

Royalty 4^d pton 20cwts plus 1/30th excess over
14/- pton av:net value of products from all Shales worked

Wayleave 1/2 pton 20cwts to for shale worked by Pits on adjoining lands.

Tenants to pay for ground occupied damaged or used for Refs &c in terms of Agricultural
tenants leases at £4 per acre

Restore land &c or pay £80 Per acre. Fill up pits or build to[?] Wall

Renounced 18th Jany 1915

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17

Pumperston Estate
Stankards Minerals from page 13

part of

N^o 7. April 23 1915 arrangement made with Thomas McLeish to work out the Shales left by Youngs Co^y in the Broxburn Main Seam & in the Curly & Grey Seams of Shale within the Area "A" in the tracing attached to copy of M^r Constables letts of 4th Feby 1915 on the terms contained in Thomas McHeths[?] letter of 15th Sept 1913

[Whole paragraph crossed out with text:- Renounced from Whitsunday 1925 on 28/8/29 & 9/9/1925]

(11) Lease between Archibald Gibson M^cLagan of Pumpherston, and The Broxburn Oil Co. Ld..

Minerals in Forkneuk, Broadyetts and Stankards.

[there is a note in the margin here that is too faint to make out]

See Duration:- 31 years from Whity., 1917.

N^o 7

Option to terminate at Whity., 1920, or at any successive period of 3 years.

Fixed Rent:- £125 per annum, payable half-yearly, Marts. & Whity. First payment, Marts., 1917. No fixed Rent payable during first three years of Lease, which is regarded as a trial period.

[above section crossed out with text:- Renounced as from Whitsunday 1925 on 28/8/29 & 9/9/1929]

<u>Royalties:-</u>	<u>Oil Shale</u>	4 ^d for every 20 cwts.
	<u>Limestone</u>	4 ^d do.
	<u>Coal & Dross</u>	3 ^d do.
	<u>Fireclay</u>	2 ^d do.

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Should Royalties in any one year after the expiry of trial period not amount to the fixed rent, we to have power to make up the deficiency from any excess of Lordships on royalties over fixed rent during the following 3 years

Wayleave of 1^d per ton on all minerals worked from neighbouring lands.

Renounced Whit 1925.

[Above section struck out with text:- Renounced as from Whitsunday 1925 on 28/2/29 & 9/9/29]

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[page blank except for a number of calculations not transcribed here, but which can be found in the document which follows]

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III Titles of Ground for Crude Works Depositing Spent Shale &c &c

7 Lease (Duplicate) between the said Lord Cardross, with consent of the said Robert Bell on
 (Works the one part, and the Broxburn Oil Company Lim^d, on the other part
 Railway Dated 3rd and 11th January 1879
 Spent Shale Termination Marts 1916
 &c &c) Extended to Martinmas 1946
 Subjects let

		Acres	N ^o on plan	Purposes for which let	Rate paid	Rent
1	Primo	1.500	20	For Works		
		3.151	21	Spent shale		
	Secundo	5.962	11	Albyn Works		
	Tertio	4.641	12	Spent shale		
	Quarto	2.103	7	}		
		.178	8	} do		
		.470	10	}		
	Quinto	<u>.370</u>	9	Hutchway		
		18.375			£10 =	£183.15.0
	Pyothall[?]	Sixto	4.314	22	Works	£3.10/-
do		.500	22 ^a	Railway		1.15.0
Pyothall[?]	*Septimo	3.530	23	Works	£3	10.11.11
	Oetavo²	-.651	24	Spent shale	£3	1.19.0
	³Nono	-.500	25	Reservoir	£8	4.0.0
		27.870				£217.2.10
	Less	<u>1.151</u>				<u>1.19.</u>
		<u>26.719</u>				<u>£215.3.10</u>
	Rent	Payable	half-yearly	at Whitsunday		<u>4.0.0</u>
	and	Martinmas				<u>£211.3.10</u>
	*Less part of Septem	(.75 ar)	Purchased	At Whit 1919		<u>2.5.0</u>
				@£3 per acre		£208.18.10
		25.969				

1 Marginal Note:- Transferred to New Book

2 Taken possession of by Landlord 30/1/96

3 Purchased Whit 1920 1919

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8 Certified Copy Lease between the said Lord Cardross, on the one part and the
 (Spent Shale) Broxburn Oil Company L^d on the other part
 Dated 1st and 7th June 1881
 Miller's Endurance 35½ years from Whits. 1881
 Ground Termination Marts 1916
 Purchased Extent 3.984 acres N^o 13 on plan formerly occupied by Miller's Whit
~~1920~~ 1919. Trustees. For any extension of the Company's Works and for
 depositing Spent Shale Rent £16.10/- half yearly at Whitsunday &
 Martinmas.

9 Certified Copy Lease between Lord Cardross on the one part, and the Broxburn Oil
Co^y L^d, on the other part.
 Dated 6th and 9th November 1878.
No 23 Endurance 38 years from Martinmas 1878.x
 Transferred to Termination, Marts 1916.
 New Book Extent 7.460 acres N^o 26 on plan for Storing Spent Shale and for Brick Work
 Rent £74.12/- half-yearly at Whitsunday and Martinmas.
 Lease also provides for a Lordship on all clay wrought for making bricks
 x Extended to Martinmas 1946

10 Certified Copy Lease between the said Lord Cardross on the one part, and the
Broxburn Oil Company L^d on the other part.
 Dated 9th and 13th Dec^r 1881

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22

x Termination Marts 1916 x

	Extent	Primo	2.832	N ^o 27 on plan	For Works &c
			1.815		
Part of ground originally		Secundo	11.385	N ^o 28 " "	For Spent Shale
leased from M ^r Jamieson		Tertio	1.328	N ^o 29 " "	For Works
To Geo Simpson			<u>.154</u>	N ^o 30 " "	D ^o
subsequently held			<u>17.514</u>		
by Benhar Coal Coy					
Entered in					Rent £175-2-8 half yearly at Whitsunday and Marts.
New Book	x				Extended to Martinmas, 1946.

11 Certified Copy Lease, between the said Lord Cardross on the one part, and the
 (Pyothall - Broxburn Oil Coy L^d on the other part
 empty Cars Dated 9th & 13th Dec^r 1881
 & Greendykes Endurance 35 Years from Marts 1881
 - spent Shale) x Termination Marts 1916 x
 Extent, Secundo .500 acre N^o 31 on Plan part of the Farm of Greendykes
 N^o 33 For Storing Spent Shale
 Transferred to Rent £5 half yearly at Whitsunday and Marts.
 New Book Note This lease also embraces as Primo 1.500 acres, part of Pyothall
 x Extended to Farm to West of Refinery, for storing empty cars, Rent £15.
 Martinmas 1946. see below entry following N^o 20 of this Inventory
 [above paragraph is overwritten: Purchased]

to New Book Extent 1 acre
 For erection of Retorts.
 Rent £10 payable half yearly at Whit^y & Marts
 First half-yearly Payment Whits 1902
x Extended to Martinmas 1946.

15/2 Certified Copy Lease between the Earl of Buchan on the one Part and the Broxburn
Oil Co^y L^d on the other Part.
 Dated 3rd & 17th Aug 1904
N^o 151 Endurance 13 years from Marts 1903
Transferred to x Termination Marts 1916 x
New Book Extent 12 acres
 x Extended to Martinmas 1946 see over

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For Storing Spent Shale
Rent £90 payable half yearly
at Whity Marts.
 First half yearly payment Whity 1904

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IV

Titles of Ground for Reference Storage Tanks, Vitriol Works

16 Building Lease between Donald Lindsay and Geo Auldjo Jamieson, both
awanting[?] Accountants in Edinburgh.
(see 36) Trust Disponees of the Right Honourable Donald Stewart Erskine, Earl of Buchan,
 with consent and Concurrence of said Earl, on the one part, and Thomas Hutcheson,
 Coachbuilder, Lothian Road, Edinburgh on the other part.
Purchased Dated 3rd, 8th, and 13th March 1865, and recorded in the Particular Register of Sasines
Whit ~~1920~~ at Edinburgh 31st Decr 1866.
1919. Endurance 99 years from 15th May 1864
 Termination Whitsunday 1963
 Extent .5355 acre, part of N^o 15 on Plan
£10 per acre Rent £5.7.1

17 Building Lease between the said Donald Lindsay and Geo Auldjo Jamieson, both
awanting[?] Accountants in Edinburgh, on the one part, and the said Thomas Hutchison on the
 other part.
Purchased Dated 15th May and 16th and 18th July and recorded in the Particular Register
Whit ~~1920~~ of Sasines at Edinburgh 31st Dec^r 1866
1919. Endurance. 99 Years from Whity 1866
 Termination Whity, 1965.
16 & 17 Extent .4645 acre part of N^o 15 on Plan
together 1 Rent £4.12.11
acre £10 per acre

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18 Assignment by the said Thomas Hutcheson, then residing at Spylaw House,
awanting[?] Colinton, in favour of Robert Bell. Coalmaster and Oil Refiner, Broxburn, dated 31st

(see 36) May, and recorded in the Division of the General Register of Sasines applicable to
(See previous the County of Linlithgow 2nd June 1870.
page) Of Building Leases No 16 and 17 h[e]reof.

19 Building Lease (Duplicate) between said Geo Auldjo Jamieson sole acting Trustee
(see 36) and Trust Disponee of the said Earl of Buchan on the one part, and the said Robert
Bell, on the other Part.

Purchased Dated 29th Nov^r and 15th Dec^r and recorded in the Division of the General
Whit ~~1920~~ Register of Sasines, applicable to the County of Linlithgow, 19 Jany 1878.
1919. Endurance 93½ years from Marts 1871
16:17 & 19 Termination Whit^y 1964.
= 4.110 acres Extent 3.110 acres Part of N^o 15 on Plan
Rent £15.11.0 half yearly at Whity and Marts till Marts 1885. Thereafter
£86 an acre £23.6.6 or at the termination of the Present Mineral Lease.
Note the four preceding writs are vested in the Broxburn Oil Co^y L^d by N^o 36
hereof.

20 Certified Copy Lease between the said Lord Cardross, on the one Part, and the
Broxburn Oil Company L^d on the other Part.

Purchased Dated 2nd and 10th Oct^r 1878

Whit ~~1920~~
1919 [whole entry scored through]

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Purchased Termination Marts 1916
Whit Extent 16.820 acres N^o 32 on Plan Part of Farm of Greendykes. For Refinery Rent
~~1920~~ 1919. £134.11/- half yearly at Whitsunday and Marts.

Refinery
£ per acre [whole entry scored through]

Same as Certified Copy Lease between the said Lord Cardross, on the one part, and the
N^o 11 Broxburn Oil Co^y L^d, on the other part.

(see p.22) Dated 9th and 13th December 1881

Termination. Marts 1916

Purchased Extent Primo 1.500 acres N^o 33 on Plan, Part of Farm of Pyothall For storing
Whits Empty Casks.

1920 1919. Rent £15 half yearly at Whit^y & Marts.

£10 per acre Note. This Lease also embraces Secundo .500 acres of Greendykes Farm
for storing Spent Shale Rent £5. See above No 11 of this Inventory

[whole preceding entry scored out]

21 Certified Copy Lease between the said Lord Cardross, on the one part, and the
(Ground for Broxburn Oil Co^y L^d on the other part.

Storage Dated 5th and 10th July 1882

Tanks) Termination Marts 1916

Purchased Extent .598 acre N^o 34 on Plan, part of Farm of South Greendykes. For
Whits Storage Tanks for oil

~~1920~~ 1919. Rent £5.19.6 half yearly at Whitsunday and Marts.

1919.

£10 per acre

[whole entry scored through]

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31
 22 Certified Copy Lease between the said Lord Cardross, on the one Part, and the
 (Vitriol Broxburn Oil Co^y L^d on the other part.
 Works) Dated 15th and 21st December 1883
 Purchased Termination Marts 1916
 Whit Extent 1.911 acres N^o 35 on Plan Part of Farm of South Greendykes. For
~~1920~~ erection of Vitriol Works.
 1919. Rent £19-2/- half yearly at Whit^y and Marts.
 £10 per acre
 [whole entry scored through]

23 Certified Copy Lease between the said Lord Cardross, on the one Part, and the
 (Storing Broxburn Oil Co^y L^d, on the other Part.
 Empty Casks) Dated 9th and 16th April 1884
 Endurance 32½ years from Whit^y 1884
 Termination Marts 1916
 Purchased Extent 1.314 acres N^o 48 on Plan, Part of Pyothall and immediately North of
 Whits subjects Primo in Lease N^o 11
~~1920~~ For storing empty casks or enlarging Cooperage or Refinery.
 1919. Rent £13.8.6 for first year, and £10.14.10 for remaining Years, Payable at
£8 per acre Whitsunday and Marts.

24 Certified Copy Lease between the said Lord Cardross on the one Part, and the
 (Vitriol [...]) Broxburn Oil Co^y L^d on the other Part.
 Purchased Dated 8th and 15th Jan^y 1896
~~1920~~
 1919. [whole entry scored through]

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Endurance 21 Years from Marts 1895
 Termination Marts 1916
 Extent 1.500 acres part of South Greendykes Farm. For extension of Vitriol Works.
 Purchased N^o 35^a on Plan.
 Whit ~~1920~~ Rent £15 half yearly at Whit^y & Marts
 1919.
£10 per acre

[whole preceding entry scored through]
 23² Certified Copy Lease between Lord Earl of Buchan on the one Part, and the
 (Storing Broxburn Oil Coy L^d on the other Part.
 Empty Casks) Dated 5th & 20th May 1909
 Purchased Endurance 38 years from Marts 1908
 Whit. Extent 4 Acres Part of Farm of Pyothall. For storing empty Casks.
~~1920~~
 1919. Rent £30 half yearly at Whit^y & Marts.
 £7-10/- per acre [whole preceding entry scored through]
 See also pages 40 & 41 re purchased items

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V Building Leases of Ground for Workmens Houses &c &c

24 Building Lease between the said Donald Lindsay and Geo Auldjo Jamieson as Trustees foresaid, on the one Part, and the said Robert Bell, on the other Part.
(Ananting[?]) Dated 20th and 23rd December 1854 and recorded in the Particular Register
(copy now of Sasines at Edinburgh 24th February 1865.
In office) Termination Marts 1923
Renounced by Extent 2^{ac} 2^{rds} 22^{pls} 15^{yds} N^o 1 on Plan
Feu Contract the Holygate of Broxburn
N^o 51² Rent £13 (now £10.15.8)
No 59 Transferred to new Agreement book
18 June 1897 Less £2.4.4 Note. Assigned in favour of Coy by N^o 36 hereof.
for ground feud. .450

Note:- Above Lease extended for a period of five years from Martinmas 1923 (ie to Martinmas, 1928)—Should the Mineral Lease be given up during the five years the above Building Lease will terminate at same time (See Correspondence February/April 1923 along with Lease)

25 Extract Registered Building Lease between Geo Auldjo Jamieson sole Trustee and Trust Disponee of the Right Hon David Stuart Erskine, Earl of Buchan, on the one Part, and the said Robert Bell on the other Part.

N^o 98 Dated 25th Oct and 7th Nov 1871, and registered on the General Register of
Transferred to Sasines at Edinburgh 9th July 1874
new Agreement Book Endurance 98½ years
Termination Marts 1968
Extent 1.00 acre N^o 4 on Plan on West side of Road from Broxburn to
Winchburgh
Rent £10 yearly at Marts.
[entire preceding page scored through]

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26 Assignment of the foresaid Building Lease N^o 25 by the said Robert Bell in favour of John Bell, Engineer & Ironfounder in Wishaw.
Dated 21st May, intimated to the Landlord 18th June and recorded in the Division of the General of Sasines applicable to the County of Linlithgow 21 July all in 1874.
Extent .20 acre, part of subjects contained in foregoing Lease.
Rent 32.1.10 applicable to the subjects assigned, at Marts yearly.
[whole preceding entry scored through]

27 Assignment by the said John Bell with consent of the said Robert Bell in favour of the Broxburn Oil Coy L^d.
Dated 31st July and 2nd Aug 1878, intimated to the landlord 25 July 1879, and recorded on behalf of the Co^y in the said Division of the General Register of Sasines Applicable to the County of Linlithgow 15th Aug 1879.
Extent .209 cre of the subjects contained in the foresaid Building Lease N^o 25 hereof
[entire preceding entry scored through]

28 Copy Assignment by the said Robert Bell in favour of Thomas Bell, Merchant in Wishaw.

Dated 21st May, intimated to Landlord 18 June and recorded on behalf of the said Thomas Bell in the said Division of the General Register of Sasines applicable to the County of Linlithgow 21st July 1874.

Extent .209 acre part of the subjects contained in N^o 25 hereof.

Rent £2.1.10 applicable to subjects assigned, at Marts yearly.

[whole preceding section scored out]

29 Assignation by the said Thomas Bell and Robert Bell in favour of the Broxburn Oil Co^y L^d

Dated 21st March 1884, intimated to Landlord the 14 April 1884 and recorded on behalf of the Co^y in the said Division of the General Register of Sasines applicable to the County of Linlithgow the 25th day of March 1884.

Extent .209 acre being Part of N^o 25 assigned by N^o 28 hereof

[preceding section entirely scored through]

30 Building Lease between the said Lord Cardross on the one part, and the Broxburn Oil Co^y L^d on the other Part.

N^o101 Dated 10th and 22nd July 1878

Transferred to Endurance 93 years from Marts 1877

new Agreement Termination Marts 1970

Book [entire preceding paragraph scored out]

Extent 1.000 acre N^o 5 on Plan, on West side of road leading from Broxburn to Winchburgh Subjects formerly belonging to Glasgow Oil Co^y L^d.

Rent £10 yearly at Whit^y Marts.

[preceding section entirely scored through]

31 Duplicate Building Lease between the said Geo Auldjo Jamieson as sole acting Trustee and Trust Disponee of the Earl of Buchan on the one Part, and the said Robert Bell, on the other Part.

Entered in new Agreement Dated 1st and 26th April 1870, and registered in the Division of the General Register of Sasines, 19th January 1878.

Book Endurance 99 Years from Marts 1869.

for Houses Broxburn Termination Marts 1868.

N^o 99.61a &c Extent .250 acres N^o 19 on Plan, at junction of Roads from Binny and from Broxburn to Winchburgh.

Rent £2.10/- at Marts yearly.

Note. Assigned in favour of Co^y by N^o 36 hereof.

[entire preceding paragraph scored out]

32 Duplicate Building Lease between the said George Auldjo Jamieson sole Acting Trustee and Trust Disponee of the Earl of Buchan on the one Part and the said Robert Bell, on the other Part.

[entire preceding paragraph scored out]

Dated 10th and 11th December, 1869

Entered in new Agreement Book Purchased Whit 1920 1919. (As "99, 61a &c) (As "99, 61a &c) (see above)

Recorded in the Division of General Register of Sasines for Linlithgow 19th January 1878.
 Endurance 99 years from Marts 1869.
 Termination Marts 1968
 Extent (1) .500 acre N^o 17 on Plan on the West side of the Road from Whit Broxburn to Winchburgh
 (£10 per acre) (2) .500 acre N^o 6 on Plan on East side of said road
 See previous page.
 (3) .500 acre N^o 2 on Plan adjoining Broxburn Lodge.
 (£12 per acre)
 (west side) site of old office.
 Rents 1st £5 yearly at Marts
 2nd £5 do
 3rd £6 do
 Note Assigned in favour of Cost by No 36 hereof.
 (entire preceding section scored through)

33 Purchased Whit. 1920 1919.

Extract Registered Building Lease between the said Geo Auldjo Jamieson as sole acting Trustee and Trust Disponee of the Earl of Buchan, on the one Part, and the said Robert Bell on the other side.
 Dated 29th Nov^r and 15th Dec^r 1871 and registered in the General Register of Sasines for Publication and in the Books of Council and Session for Preservation 19 Jan^y 187[?].
 Endurance 99 years from Marts 1871
 [preceding section entirely scored through]

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Purchased Whit 1920 1919.

Termination Marts 1970
 Extent .500 acre N^o 16 on Plan, on the West side of the road from Broxburn to to Winchburgh immediately North of the Broxburn R^y
 Note. Assigned in favour of Co^y by N^o 36 hereof.
 Rent £5 Payable Marts each year
 [entire preceding paragraph scored through]

34 Purchased Whit. 1920 1919. themselves

Lease between the Honourable Lord Cradross on the one Part and the Broxburn Oil Co^y L^d on the other Part.
 Dated 19th and 24th Feby 1879
 Extent (1) .311 acre Part of N^o 16 on Plan, ground immediately South of the half acre contained in the immediately Preceding Lease N^o 33
 Endurance 93 years from Marts, 1877.
 (2) .030 acre Part of N^o 17 on Plan Ground immediately North of the half-acre contained in the immediately Preceding Lease N^o 33.
 Endurance 91 years from Marts 1877
 Termination, Marts 1968.
 Rent for whole subjects £3.8.2 half yearly at Whit^y and Marts.
 [entire preceding section scored out]

35 Transferred To new Broxburn [illegible] Book

Building Lease between the Hon Lord Cardross, on the one Part, and the Broxburn Oil Coy L^d on the other Part.
 Dated 25th and 30 Jan^y 1879
 Endurance, 93 years from Marts 1877.

Termination Marts 1970
 Extent (1) .581 acre N^o 18 on Plan, ground on ~~West~~ East side of road from
 (Manager's House.) Broxburn to Winchburgh Site from Managers' house.
 (2) .250 acre N^o 14 on Plan ground on Greendykes farm, Site for
 (Workmen's Bothy) Workmens' bothy.
 Rent for whole subjects £8.6/- half yearly at Whit^y and Marts.
 [preceding section entirely scored through]

Building Lease between the Hon Lord Cardross on the one part, and the Broxburn Oil Co^y L^d on the other Part.

Dated 25th and 30th Jan^y 1879

Endurance 93 years from Marts 1877

Termination Marts 1970

Extent (1) .581 N^o 18 on Plan ground on West side of road from
 Broxburn to Winchburgh, Site for Managers house.

(2) .250 acre N^o 14 on Plan ground on Greendykes Farm, Site
 for Workmen's bothy.

See above

36 Assignment by the said Robert Bell in favour of the Broxburn Oil Coy L^d
 Dated 2nd Aug 1878

Intimated to Lord Cardross 25th July 1879 Recorded in the Division of the
 General Register of Sasines applicable to the County of Linlithgow, 15 Aug
 1879

Note. By this assignation, the said Robert Bell assigned to the Company,
 the several subjects contained in N^os 16, 17, 18, 19, 24, 25, 31, 32, 33.

Note see Renunciation of N^o 24 contained in Feu Contract N^o 51²

N^os 16, 17, 18, 19
 32 (part) and 33
 Purchased as at
 Whitsunday 1919

37 Certified Copy of Building Lease between the Honourable Lord Cardross on the one
 Broxburn part and the Broxburn Oil Co^y L^d on the other Part.

Lodge &c. Dated 5th and 10th February 1879

Entered in Endurance 39 years from Marts 1877.

new Agreement Termination Marts 1916

Book Extent 1.545 acres N^o 36 on Plan, Broxburn Lodge and Grounds.

Rent till Marts 1888 £25-
 after that term 40-

[preceding section entirely scored through]

Extended by Minute of Agreement to Marts 1946

VI Leases of Ground for Works and Workmen's Houses &c at Roman Camp.
Drumshoreland.

38/1 Certified Copy Lease between Lord Cardross on the one Part, and the Broxburn Oil Co^y L^d on the other Part.

Lease of additional £40.00 Pieces of N^o 156. Ground viz 6.569^{ac} & 6^{ac} annexed To N^o 38 7 & 14 Nov 1904

Dated 6th and 22nd April 1892
Endurance 25 years from Marts 1891
Termination Marts 1916
Extent 52.685 acres Extended to Martinmas 1946
For erection of new works storing spent shale, erection of houses &c
Rent £158. Payable half yearly at Whity & Marts.
First half-yearly Payment Whits 1892
[side note] Transferred to New Book
11 June 1892 6.569^{acres} additional Ground taken @£3=£19.14/-
17 July 1896 6.- " " @£3- 18
.187=11/3 Less ground redeemed \From/ Marts 1899 195.14.3
.234 = 14/3 Rough .421 Whity 1900 1. 5. 11[?]
148.8.9

[preceding section entirely scored through]

38/I Copy Lease between the Right Hon the Earl of Buchan on the one Part, and the Broxburn Oil Co^y L^d on the other Part.

Transferred to New Book

Dated 25th April and 2nd June 1902
Endurance 15 years from Marts 1901
Termination Marts 1916 Extended to Mart 1946.

N^o 24 addl

Extent ~~4.36~~ .430 acres
Piece of Ground ar Drumshoreland Muir for Railway Siding.
Rent ~~£4.6/-~~ for the first year thereafter 1.5.8 for the second & each subsequent year. Payable half year at Whits & Mart.
First half-yearly payment Whit^y 1902

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38/2 Pay Landlord £14.8/- Per annum for damaged tress at Drumshoreland being at the rate N^o 18 of £0.12.0 Per acre so long as the land is not required in Connection with the Works.

Fields 380-1 See Correspondence with L J & Haldane
reduction of less occupied by £14.8.0
3.750 acres mines &c. 2.5.0
@12/- per £12.3.9 per annum
acre = £2.5/-

p an as from Transferred to New Book
Martinmas
1918. for memo
from Hamilton
& Brown
read 27.12.18.

Earl of Buchan

See letters Rents payable as from Martinmas, 1918

& statement

from Messrs For Spent Shale Heaps. acres
Hamilton & Broxburn – Stewartfield Farm 3.650@£8. £29.4.0
Brown, Greendykes Farm 20.400@£8 163.4.0
dated Roman Camp. 4.820@£3 14.9.2

24/12/1918,
 on Earl of Buchan's
 file N° 1.

Works Debris. acres
Broxburn – Greendykes Farm, 4.250 34.0.0

For Mines, Mining Mining Operations & Mine Railways.

		acres		
	<u>Roman Camp</u> , near N° 2 Mine,	3.750	@£3.	11.5.0
Transferred to New Book	- do- N° 3 do.	1.700	@£3	5.2.0
		acres		
	<u>Roman Camp</u> N° 5 Mine	3.150	@£3	9.9.0
		acres		
	<u>Five Stanks Mine</u>	1.780	@£3	5.6.9

Note:- The sum of £750 was paid to the Earl of Buchan per Lindsey, Jamieson & Haldane on 19th March 1919, in respect of the period up to Martinmas, 1918.
 [preceding section entirely scored through]

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Certified Copy Lease between the Earl of Buchan and The Broxburn Oil Co Ld,
 Dated 2nd & 15th November 1910.

Duration 36½ years from Whitsunday 1910

Transferred Termination Martinmas, 1946.

to New Book Extent 14.65 acres

To be used for Storing Spent Shale at Roman Camps Works

Rental £44, payable half yearly at Martinmas & Whitsunday.

[preceding section entirely scored through]

£25 Per annum Paid to Stewart Wilson Powflats Farm per railway from Roman Camps^{works} to Drumshoreland Branch.

[rest of page filled with sums not here transcribed]

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VIII Feu Contracts, for Workmen's Houses &c

40 Feu Contract between the Honl Lord Cardross, on the one part, and the Broxburn Oil Co^y L^d, on the other Part.

N° 61 Dated 2nd and 10th Oct^r 1878, and recorded in the Division of the General Register of

See New Sasines applicable to the County of Linlithgow, 10th April 1880.

Book Terms of Entry Marts 1878.

Box[?] Extent 2.200 acres N° 37 on Plan Field on South Side of Edinburgh and Glasgow

Holygate Road and adjoining old office and East.

Feu Duty £17.12/- yearly at Whit^y & Marts.

Additional feuduty 18/6

Duplicand every 19th year. First Payable Marts 1897 _ 1916.

Casualties Commuted Whit 1923.

41 Feu Contract between the Hon^{le} Lord Cardross, on the one Part and the Broxburn Oil Company Lim^d, on the other Part.

N^o 100 Dated 9th and 13th Dec^r 1881, and recorded in the same Division of the
 General Register of Sasines, 13th Jan^y 1882
See New Book Term of Entry, Marts 1880.
 Extent 1.00 acres N^o 38 on Plan, on the East side of Stewartfield Road
 adjoining old gas Works.
 [entire preceding section scored out]

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53

 Feu Duty £8 yearly at Whit^y and Marts.
 Additional feuduty 7/1
Box Duplicand every 20th year. First Payable Marts 1900.
 Duplicand paid Martinmas 1920. (£8).
 Casualties Commuted Whit 1923
 [entire preceding section scored out]

42 Feu Contract between the Hon^{le} Lord Cardross, on the one Part, and the Broxburn Oil Co^y
 L^d on the other Part.

Stewartfield Dated 8th and 22nd August and recorded in the said Division of the General
Road Register of Sasines, 3rd Sept 1883.
 Term of Entry, Whit^y 1883
 Extent 1.00 acres N^o 39 on Plan: on West side of Stewartfield Road adjoining
Box old Gas Works.
 Feu Duty £8 yearly at Whit^y and Marts.
 Additional feuduty 6/8
 Duplicand every 20th year. First Payable at Whit^y 1903.
 Duplicand paid Whitsunday 1923
 Casualties Commuted Whit 1923.
 [preceding section entirely scored through]

43 Feu Contract between the Hon Lord Cardross on the one Part, and the Broxburn Oil
 Company Lim^d on the other Part.

 Dated 25th and 30th January and recorded in the said Division of the General
North of Powflats[?] Register of Sasines, 9th July 1879.
Box Term of Entry Marts 1878.
See New Book Extent .367 acre N^o 40 on Plan, Ground on East side of road from
 Broxburn to Winchburgh, the Southmost Part of which was formerly
 let on a

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 on a Building Lease to J. E. Poynter, and was renounced by him to
 Lord Cardross
 Feu Duty £4.1/- yearly, at Whitsunday and Marts.
 Additional feuduty 3/9
 Duplicand every 20th year, First Payable Marts 1898. 1918.
 Casualties Commuted Whit 1923.
 [preceding section entirely scored through]

44 Notice of Change of Ownership by the Broxburn Oil Co^y L^d, to Mess^{rs} Lindsay Jamieson
 Haldane, C. A., Edinburgh, for Lord Cardross, dated 15th Nov^r 1884, with Minute

Acceptance thereon by Mess^[rs] John C. Brodie & Sons, W. S., Edinburgh as Agents
Box of Lord Cardross of (1) All and whole area of Ground ~~also~~ on West side of
-on West side Greendykes Road, containing .261 acre N^o 41 on Plan and (2) All and whole area of
of Greendykes ground also 88½ square yards immediately North of foresaid area; all disposed by
containing Broxburn Oil Company Limited, to the Broxburn Co-Operative Society Limited, by
Disposition dated 20th Oct^r and recorded on the Division of the General Register of
Sasines applicable to the County of Linithgow, 12th Nov^r 1884

45 Feu Contract between the Hon Lord Cardross on the one Part, and the Broxburn Oil Coy L^d
on the other Part.

No 206 Dated 28th May and 6th Aug, and recorded in the said Division of the General
Register of Sasines 15th Aug 1879.

Term of Entry Whit^y 1879.

[entire preceding section scored out]

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See new book Extent 1.000 acres N^o 24 on Plan : Part of Farm of Greendykes immediately
Box behind houses fronting road from Broxburn to Winchburgh,

Feu Duty £8 yearly on Whit and Marts.

Additional feuduty 7/4

Duplicand every 20th year. First Payable Whitsunday 1899.

Casualties Commuted Whit 1923

[preceding section entirely scored through]

46 Feu Contract between the Hon Lord Cardross on the one part, and the Broxburn Oil Co^y
Lim^d on the other Part.

No 97 Dated 6th and 15th August, and recorded in the said Division of the General
Register of Sasines, 15th September 1879.

See new book Term of Entry Whitsunday 1879

Extent 1.000 acres N^o 43 on Plan Part of the Farm of Greendykes
immediately adjoining on the North the subjects in the last entry.

Box Feu Duty £8 yearly at Whitsunday

additional feuduty 7/4

Duplicand every 20th year, First Payable Whit 1899.

Casualties Commuted Whit. 1923

[preceding section entirely scored through]

47 Feu Contract between the Hon Lord Cardross on the one part, and the Broxburn Oil Co^y L^d
on the other Part.

No 90 & 103 Dated 4th and 12th and recorded in the said Division of the General Register of
Sasines 24th October 1882.

Term of Entry Whit 1882

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See New Book Extant (1) 1.897 acres N^o 44 on Plan Part of Greendykes immediately West
of the subjects in the two preceding entries

(2) .378 N^o 45 on Plan on the South bank of the Liggat Syke
immediately West of the subjects in N^o 35(?)⁴⁴ hereof.

& Nos 96 & 103 Feu Duty for whole subjects £18.4/- yearly at Whit^y & Mart^s.

Additional feuduty 15/6

Duplicand every 20th year First Payable Whity 1902
Duplicand paid at Whitsunday 1922 £18.4.0.
Casualties Commuted Whit: 1923.

[entire preceding entry struck out]

48 Feu Contract between the Hon Lord Cardross, on the one Part, and the Broxburn Oil Coy L^d on the other Part.

Dated 7th and 11th and recorded in the said Division of the General Register of Sasines 29th May 1884.

Term of Entry, Whitsunday 1884

Extent 1.400 acres N^o 49 on Plan Part of Greendykes immediately West of the subjects contained in Feu Contract N^o 47

No 95

See New Feu Duty £11.4/- yearly. Payable at Whitsunday and Marts.

Book additional feu duty 0.16.2

Duplicand every 20th year. First Payable at Whit^y 1904.

Casualties Commuted Whit 1923 [this entry written over an entry in Pencil which is illegible except for the date - 1924]

[entire preceding entry struck through]

49 Feu Contract between the Hon Lord Cardross on the one Part, and the Broxburn Oil Co^y L^d on the other Part.

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Dated 7th & 14th and recorded in the said Division of the General Register of Sasines 29 May 1884.

See New Book Term of Entry, Whit^y 1884.

Broxburn Extent 1.00 acres N^o 50 on Plan Part of Greendykes immediately West of subjects contained in Feu Contract N^o 42 near old Gas Works.

Feu Duty £8 yearly, Payable at Whit^y & Mart^s.

N^o 205 Additional feu duty 11/6

Duplicand every 20th year, First Payable at Whit 1904.

Casualties Commuted Whit 1923. [this entry written over an entry in Pencil which is illegible except for the date - 1924]

50 Feu Contract between the Hon Lord Cardross, on the one Part, and the Broxburn Oil Co^y Limited, on the other Part.

See New Book Dated 21st and 28th July 1886, and recorded in the said Division of the General Register of Sasines 11th Aug 1886.

N^o 94 Entry 21st July 1886.

Extent ¼ of an acre No 14? on Plan West of Station Road, Chemists house.

Feu Duty £3 yearly, Payable at Whitsunday and Marts.

(£12) Additional feuduty 3/11

Duplicand every 20th year, First Payable Marts 1906. (1926)

Casualties Commuted Whit 1923

[entire preceding entry scored out]

51 Feu Contract between the Hon Lord Cardross on the one Part, and the Broxburn Oil Co^y L^d, provisions alked[?] on the other Part.

no claim against

Landlord for damage.

See new book Dated 11th and 16th, and recorded in the Division of the General Register of Sasines applicable to the County of Linlithgow 27th Sept 1889.

Term of Entry. Date of Feu Contract.

Extent .835 acre on the West side of Road from Broxburn to Winchburgh, For 51
on Plan erection of Foremen's Cottages.

~~.250 acre Ground at Carledubs on farm of Wynford.~~

At feuduty Feu Duty for .835 acre £6.13.8 and
£20 of additional feuduty 0.17.11
Carledubs for .250 acre £2.0.0 Payable at Whit^y and Marts.

At feuduty Duplicand at end of every 20th year
£20 see 51⁶ Casualties Commuted Whit 1923

See No 51⁵ page 60

[entire preceding entry scored through]

51¹ Feu Contract between the Hon Lord Cardross, on the one parts, and the Broxburn Oil Co^y L^d, on the other Part.

See new Dated 3rd March and 3rd April and recorded in the Division of the General
Book Register of Sasines applicable to the County of Linlithgow 17th April
1897.

At feuduty £20 Term of Entry – Date of Feu Contract.

Drumshoreland Extent .375 acres part of Farm of Greendykes
.250 " near Drumshoreland Station
for Under Mining Managers houses

52 on plan ← B → Feu duty for .375 acres £3 Yearly Payable at Whit^y & Mart^s.
R1 additional feuduty 2/11
for .250 " 2 " "
additional feuduty 1/11

Duplicand at end of every 20th Year from & after Whit^y 1897. First
duplicand Whity 1917

Casualties Commuted Whit 1923

[entire preceding entry scored though]

51² Copy Feu Contract between the Hon Lord Cardross on the one part, and the Broxburn Oil Co^y L^d on the other part containing inter alia Remuneration by the Company of N^o 24 as carried by N^o 36 hereof.

Dated 21st and 29th August and recorded in the Division of the General
Register of Sasines of the General Register of Sasines applicable to the

See No 24 General Register of Sasines applicable to the County of Linlithgow 8th Sept
on page 36 1887

Term of Entry Whit^y 1897

Extent .450 acre Part of the Holygate of Broxburn

Feu Duty £7.4/- Yearly payable £3.12/- half Yearly at Whit^y & Marts.

Duplicand at end of every 20th Year from and after Whit^y 1897. First
Duplicand Whit^y 1897.

51³ Copy Disposition of subjects contained in N^o 51² hereof by the said Broxburn Oil Co^y L^d in
favour of the Holygate Co-operative Society L^d dated 9th and recorded in the Division

of the General Register of Sasines Applicable to the County of Linlithgow 21st Sept 1897.

Note Lease N^o 104 hereof by the Co^y to the Cooperative Society renounced.

- 51⁴ Notice of Change of ownership by the Broxburn Oil Co^y Lim^d to Mess^{rs} John C Brodie & Sons as Agents for Lord Cardross of subject disposed to Holygate Co-Operative Society Ld by N^o 51³

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Dated 10th and Acknowledged 11th Nov^r 1897

- 51⁵ Copy Disposition (containing clause of Resignation ad perpetuam remanentiam) by the Broxburn Oil Co^y L^d in favor of Lord Cardross and his Trustees of the
See page 58 .250 acre of ground at Carldubs on Farm of Mynford contained in Feu Contract No 51 hereof
Dated 29th Sept 1897 and recorded

- 51⁶ Feu Contract between the Hon Lord Cardross on the one part, and the Broxburn Oil Co^y L^d on the other Part.

Dated 29th Sept^r and 20th Nov^r and recorded in the Said Division of the General Register of Sasines 2nd Dec^r 1897

At Greendykes Term of entry 29th Sept^r 97 (first date of the Feu contract)

Extent .250 acre part of Greendykes Farm

Feu Duty £2 yearly

additional feuduty 2/5 1/2

53 on plan Payable £1 half yearly at Whitsunday & Mart^s

Duplicand at end of every 20th year from and after Marts 1889.

See new book First Duplicand Marts 1909

Casualties commuted Whit 1923.

[entire preceding entry struck out]

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Dated 10th and Acknowledged 11th Nov^r 1897.

- 51⁵ Copy Disposition (containing clause of Resignation ad perpetuam remanentiam) by the Broxburn Oil Co^y L^d in favor of Lord Cardross and his Trustees of the

See page 58 .250 acre of ground at Carldubs on Farm of Mynford contained in Feu Contract N^o 51 hereof.

Dated 29th Sept^r 1897 and recorded

- 51⁶ Feu Contract between the Hon Lord Cardross, on the one part, and the Broxburn Oil Co^y L^d on the other Part.

Dated 29th Sept^r and 20th Nov^r and recorded in the Said Division of the General Register of Sasines 2nd Dec^r 1897.

At Greendykes Term of Entry 29 Sept^r 97 (first date of Feu Contract)

Extent .250 acre part of Greendykes Farm

Feu Duty £2 Yearly

additional feuduty 2/5 1/2

53 on plan Payable £1 half yearly at Whitsunday & Mart^s

Duplicand at end of every 20th year from and after Marts 1889.

See new book First Duplicand Marts 1909

Casualties Commuted Whit 1923.
[entire preceding section struck out]

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Feu Contract between the Trustees of the late Robert Bell and The Broxburn Oil Co Ltd of
Subjects – ground extending to 2 Roods & 10 poles or thereby Imperial Measure
near Holmes & Graken[?], County of Linlithgow, ~~registered in the Books of Council~~
~~& Session 5th June, 1894~~, recorded in the Division of the General Register of Sasines

See new book on 7th August, 1900.

<u>Feu Duty</u> £10:6:2. Feuduty	£9.16.4	£10.6.2
Augmentation	<u>0.8.10</u>	<u>0.13.10</u> Comm
		<u>£11.0.0.</u>

Additional Feu Duty -.13.10 Yearly at term of Martinmas beginning
the first term's payment at the term of Whitsunday, 1921, which additional
feu duty is Constituted in respect of a Commutation of Casualties.

[entire preceding entry scored out]

Lot Feu Contract between the Earl of Buchan & George Paterson, Broxburn.

N° 225 Dated 29th July & 6th Sept^r 1901 & recorded 3rd October 1901.

See new book Area, .964-acre 42' x 106' = .1022 acre. [illegible] on Plan.

(being part of .964 acre feued to M^r George Paterson under above Contract

Feuduty £1.17.6 per annum

Augmentation 0.3.9 do

£ 2.1.3 do

Additional feuduty 1/10

House purchased from Mr George Brown (the then proprietor) at Whitsunday, 1910

Casualties Commuted Whit 1923.

[preceding section overwritten – “Sold to Mr W^m Hall, July, 1927 Price paid £450”]

Lot Feu Contract between the Earl of Buchan and Carl August Stellman, Archibald Cromarty

N° 279 Dated 20th February & 4th March, 1907.

“Orcadia.”

See New Area .267 acre, N° [blank] on plan

Book Feuduty £3.9.6 per annum

Additional feuduty. 0.4.7

Property purchased from Mr Stellman April 1917.

Casualties Commuted Whit 1923.

[preceding section entirely scored through]

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62

51² Memorandum of Agreement between Sir Charles Dunbar Hope Dunbar Bart., Superior of
Middleton, and The Broxburn Oil Co^y L^d dated 4th April, 1917, and presented
for Registration in the General Register of Sasines 20th April, 1917; imposing liability
in payment to the Superiors of an additional Feuduty if £8 stg. On and above the
existing Feuduty of 5/10 ½? Stg. The first payment being £5:2^s:4^d at Whit 1917 for
period from 25th March 1916 to that being an additional Feuduty being £8 at Whity
1918 and so forth at said term yearly with penalty for failure in punctual payment
@£5 % per annum, which additional Feuduty is constituted in respect of a
Commutation of Casualties.

[whole preceding section overwritten with: Now Scottish Oil]

Lot N° Feu Contract between the Earl of Buchan and ~~Alexander Kennedy~~ Thomas Gray: (~~Rosebank~~
145 The Elms)
See Dated 1st & 4th July 1884 and recorded
New Book

Area: 1 acre
Feuduty £3.7.6 per annum.
Additional feuduty 4/10. do.
Casualties Commuted Whit 1923.
House purchased from Mrs Cunningham Whit 1920.

Lot N° Feu Contract between the Earl of Buchan and Alexander Kennedy. (The Elms Rosebank)
91. Dated 24th & 28th June 1884
See Area: [lacuna] acre.
Book Feuduty £3.0.0 per annum
Additional feuduty 4/4 do
Casualties Commuted Whit 1923.
House purchased from M^r D Simpson, Whit 1920.
[preceding section entirely scored through]

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66

VIII Titles of Broxburn Public Coal Company Limited

- 52 Copy Lease between David Stuart, Earl of Buchan, on the ~~other~~ one part, and Alexander Wood and Katherin Douglas, his wife, residerenters in the village of Broxburn on the other Part dated the 24th and 25th days of Feby 1796, and recorded in the Division of the General Register of Sasines applicable to the County of Linlithgow, the 7th Nov^r 1873.
- 53 Copy Power of Attorney in favour of Henry H. Lee of the City of Indianapolis, County of Marion, and State of Indiana, Granted by Alexander Wood and Sabina Wood his wife; Mary Martin Wood, Widow of James Wood (secundus); and Henry Martin Wood, a minor, son of the said James Wood (Secundus), and subscribing by his Guardian, Edward T. Sinker, all of the said City and heirs-at-law of James Wood (Primus), late of said City, who was the eldest Son of the said Alexander Wood of Broxburn dated and Sealed and duly attested and ratified in terms of law, 6th May 1867

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67

- 54 Copy Certified Copy of the Appointment by the Clerk of the Court of Common Pleas, County of Marion, of the said Edward T Sinker as Guardian of the said HenrMartin Wood, dated said Certified Copy 14th May 1867.
- 55 Copy Assignation granted by the said Henry Hyde Lee for himself and as taking burden on him for Mrs Elizabeth Wood or Lee his wife (who was a child of the said James Wood Primus) and also as Attorney foresaid, and also by the Trustees of the late John Reid, Doctor of Medicine, and Professor of Anatomy, in the University of St Andrews, for all right and interest they have in the Premises, in favour of John Martin Baker, Broxburn, dated 5th, 6th and 7th Sept^r 1867, and intimated to the Trustee, for the Earl of Buchan, the 14th January 1868.

56 Assignment by the said Martin, in favour of the Broxburn Public Hall Coy Limited, dated 18th and intimated to the Commissioner for Lord Cardross 30th July 1873.

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68

57 Notarial Instrument in favour of the Broxburn Public Hall Co^y L^d dated 31st Oct^r and recorded in the said Division of the General Register of Sasines applicable to the County of Linlithgow 7th Nov^r 1873

58 Bond and Assignment in Security by the Said Broxburn Public Hall Company Limited, in favour of M^{rs} Mary Seaton or Simpson, residing at Sanquhar, in the County of Dumfries, Widow of the late Alexander Simpson, Boot and Shoemaker there, for £400 dated the 3rd and recorded in the Said Division of the General Register of Sasines 17th, both days of Nov^r 1873.

59 Renumeration and Feu Contract, between the Hon Shipley Gordon, Stuart Erskine, Lord Cardross on the one Part, and the Broxburn Public Hall Co^y Lim^d, on the other Part containing a Discharge by the Said M^{rs} Mary Seaton or Simpson of the foresaid Bond and Assignment in Security, dated said Feu Contract 17th and 25th March, and 14th April, and recorded in the said Division of the General Register of Sasines 15th May, 1875.
Entry
Martinmas
1875.
Feuduty £1.8.2 yearly at Martinmas
Duplicand every 19th year.

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69

60 Certified Copy Special Resolutions Passed unanimously at an Extraordinary General Meeting of the Shareholders of the Said Broxburn Public Hall Co^y Limited, on 7th Dec^r 1883, and Confirmed unanimously at a Second Extraordinary General Meeting held on 27th Dec^r 1883.

61 Notarial Instrument on behalf of John Hunter, Clerk in Broxburn, Liquidator of the Broxburn Public Hall Company Limited recorded in the said Division of the General Register of Sasines the 16th day of May 1884

62 Disposition by the said John Hunter as Liquidator aforesaid in favour of the Broxburn Oil Co^y L^d, dated 12th and recorded in the Said Division of the General Register of Sasines, 16th 17th both days of May 1884.

Discharged Security writs

63 Bond and Disposition in Security by the Broxburn Public Hall Co^y L^d, in favour of the said M^{rs} Mary Seaton or Simpson, dated the 11th and 23rd

[page 55]

70

and recorded in the said Division of the General Register of Sasines, 23rd all days of May 1876.

64 Discharge of Said Bond and Disposition in Security by the said M^{rs} Mary Seaton or Simpson in favour of the Broxburn Public Hall Co^y L^d in liquidation dated 5th and recorded in the Said Division of the General Register of Sasines, 16th, both days of May 1884.

[page 56]

71

IX Discharging Security Writs

65 Bond and Assignation in Security by the said Robert Bell in favour of the said Donald Lindsay and Geo Auldjo Jamieson as Trust Disponees of the Earl of Buchan, dated 20 Dec^r 1864, and recorded in the Particular Register of Sasine for Edinburgh and Constabularies of Haddington, 27th Feby 1865 for £225 over the Holygate Subjects in Broxburn contained in N^o 24 hereof and N^o 1 on Plan.

66 Discharge by the said Donald Lindsay and Geo Auldjo Jamieson, as Trust Disponees foresaid, in favour of the said Robert Bell, dated 27th and 29th Sept^r 1865, and recorded in the Said Particular Register of Sasines 2nd Jan^y 1866, of the said Bond and Assignation in Security for £225.

67 Bond and Assignation in Security by the said Robert Bell in favour of the Trustees of the ~~W~~ Wishaw Building and Investment Society, dated 27th, and recorded in the said Particular Register of Sasines 30th Sept^r, 1865 for £1400 over the Holygate Subjects contained in N^o 24 thereof, and being N^o 1 on Plan

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72

68 Discharge by the Trustees of the Wishaw Building and Investment Society in favour of the said Robert Bell, dated 15th June 1878, and recorded in the Division applicable to the County of Linlithgow, the 25th day of March 1884, of the said Bond and Assignation in Security, for £1400.

69 Search for Incumbrances over the Holygate subjects From 20 Dec^r 1864 to the day of

70 Bond and Assignation in Security by Thomas Bell Merchant in Wishaw, in favour of the Trustees of the Wishaw Building and Investment Society, dated 22ⁿ August, and recorded in the said Division of the General Register of Sasines 15th Nov^r 1876, for £500 over the subjects contained in N^o 25 hereof and forming Part of N^o 4 on Plan

71 Discharge by the said Trustees of the Wishaw Building and Investment Society in favour of the said Thomas Bell, dated 28 Dec^r, 1883, and recorded in the said Division of the General Register of Sasines the 25th day of March 1884

[page 58]

73

of the said Bond and Assignation in Security for £500.

[page 59]

74

X Patent Rights

72 Assignation by Norman M^cFarlane Henderson, and William Kennedy in favour of the Broxburn Oil Co^y L^d

Dated 21st April 1886

Registered in Patent Office 3rd May, 1886 of pro indiviso half of

1 Letters Patent 540 ⁸³ for “Improvements in Distilling or Refining Mineral Oils and in Apparatus therefor”

2 Letters Patent 9557 ⁸⁴ for “Improved Apparatus for Cooling oil in order to congeal paraffin dissolved therein and applicable for Cooling other liquids for Analysis purposes.”

3 All the Cedents’ right, title, and interest in and to an Invention for “Improvements in Apparatus for distilling Shale or other Mineral oil or Petroleum, now forming the British Patent 12,014 ⁸⁵”

[entries 1 through 3 above all scored through]

- 73 Duplicate Minute of Agreement between the said Norman M^cFarlane Henderson and William Kennedy on the one Part, and the Broxburn Oil Co^y L^d on the other Part.
Dated 31st April 1886
Regulating terms in which the above Assignations was granted.

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75

- 74 Minute of Agreement between Robert Tervit, sometime of Clippers, in the County of Renfrew, Afterwards residing Near Musselburgh on the one Part, and the said Norman M^cFarlane Henderson, and W^m Kennedy on the other Part.

Dated 22nd and 29th Oct^r 1886

Relating to British Patent 8494 ⁸⁶ for “Improvements in Apparatus for distilling and refining Mineral Oils.”

[preceding section entirely scored through]

- 75 Duplicate Indenture of Licence between the said Norman M^cFarlane Henderson, W^m Kennedy, and the Broxburn Oil Co^y L^d on the one Part, and the Stanrigg Oil Co^y, on the other Part.

Dated 18th, 23rd, and 24th July 1888

Licence to erect one Patent Cooler 9557 ⁸⁴

[entire preceding section scored through]

- 76 Duplicate Indenture of Licence between the said Norman M^cFarlane Henderson, W^m Kennedy, and the Broxburn Oil Coy L^d on the one part, and the West Lothian Oil Co^y L^d on the other Part.

Dated 18th July and 2nd Oct^r 1888

Licence to erect one Patent Cooler, 9557 ⁸⁴ with Minute endorsed thereon between the said Parties dated 10th, 18th, 22nd Jan^y and 5th and 11th February, 1890.

Containing Licence to erect and work A Second Cooler 8557 ⁸⁴

[preceding section entirely scored through]

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76

- 77 Minute of Agreement between the said Norman M^cFarlane Henderson, William Kennedy, and the Broxburn Oil Co^y L^d, on the one Part, and the Pumpherston Oil Co^y L^d on the other Part.

Dated 8th and 9th January 1889

For trial licence to work Patent 540 ⁸³ and Patent 13014 ⁸⁵.

[entire preceding section entirely scored through]

78 Indenture of Licence between the said Norman M^cFarlane Henderson, William Kennedy, and the Broxburn Oil Co^y L^d, on the one Part and the Pumpherston Oil Co^y L^d on the other Part.

Dated 20th & 26th March 1890

Licence to use and Work Patent 540⁸³ and Patent 13014⁸⁵

78/1 Receipt and Acknowledgement by William Young and Geo Thomas Beilby to Company, with respect to Letters Patent 1587⁸¹ 2169⁸¹ 4284⁸¹ 1377⁸² dated 17th, 20th and 24th May 1893

78/2 Indenture of Licence between the said Norman M^cFarlane Henderson, W^m Kennedy, the Broxburn Oil Co^y L^d, on the one Part, and the Oakbank Oil Co^y L^d on the other Part.

Dated 22nd June 16th July 1896

Licence to use and work Patent N^o 540⁸³

[page 61]

77

and Patent No 13014⁸⁵

[entire preceding section entirely scored through]

78/3 Indenture of License by Henry Aitken in favor of Broxburn Oil Co^y L^d

Dated 4 Feby 1901

Improvements on treating Timber for Mining Purposes.

Royalty 10^{d[?]} P[e]r 100 running feet of timber treated by the said Process, Royalty Payable Yearly. First Payment within one month from the termination of one year after the second Party shall have begun to work the Process

Date of Patent 31 Aug 1889.

[entire preceding section entirely scored through]

78/4 Letters of Patent N^o 19711¹⁹⁰⁰ in name of N. M. Henderson, W. K. Steuart and John Calderhead

Dated 2nd Nov^r 1900

Improvements in or connected with the Purification of Paraffin with receipt affixed th[e]reto dated 15th Oct^r 1904 for 5th years tax, also Part of Provisional Specification in respect of Said Letters Patent.

[entire preceding section entirely scored through]

[page 62]

78

78/5 Assignment by Norman M Henderson W. R. Steuart & John Calderhead in factor of Broxburn Oil Co^y L^d

Dated 23 July 1904

Registered 2 Aug 1904

of

Patent N^o 19711/1900 for Improvement in or connection with the Purification of Paraffin.

[preceding section entirely scored through]

[page 62]

80

XI Various Superseded Writs &c

- 79 Copy Trust Disposition by the Hon Lord Cardross in favour of William Geo Lyster, of the General Post Office, London Esquire, and others, as Trustees therein mentioned dated 16th October and recorded in the Division of the General Register of Sasines applicable to the County of Linlithgow, and by Memorandum in the Division of the said Register Applicable to the County of Edinburgh 16 Nov^r 1876.
- 80 Copy Heads of Agreement between the Hon Lord Cardross and the said Robert Bell dated 31st Oct^r and 3rd Nov^r 1876, for an extension of the then existing Lease of the Broxburn Minerals.
- 81 Copy Discharge by the Hon Lord Cardross and others to the North British R^y Company
Received dated as to shale under Part of Canal.
From M T H & Co 31/7/1877
27/11/1930
- 82 Copy Discharge by the said Robert Bell to the North British R^y Co^y dated
Received As to Shale under Part of Canal.
M T H & Co 15/5/1876
21/11/1930
- [page 63]
- 81
- 83 Draft Minute of Agreement between the said Robert Bell on the one Part and W^m Kennedy
for behoof of the Broxburn Oil Co^y L^d on the other Part, dated 15th and 19th Oct^r, and
filed with the Registrar of Joint Stock Companies 6th Nov^r 1877.
[entire preceding section entirely struck through]
- 84 Minute of Agreement between the Broxburn Oil Company Limited, on the one Part, and the
said Robert Bell, on the other Part, dated 3rd and 5th Feby 1879, as to the Allotment of
Shares in the Co^y to M^r Bell in Part Payment of the Purchase Price.
[entire preceding section entirely struck through]
- 85 Certified Copy Minute of Agreement between the Broxburn Oil Co^y L^d, on the one Part, and
the said Robert Bell on the other Part, dated 3rd and 5th Feb^y 1879, relative to 750
deferred Shares to be given back by the said Robert Bell to the Company.
[entire preceding section entirely struck through]
- 86 Assignment by Geo Simpson Coal Master, 2 Lauder Road Edinburgh, In favour of the
Benkar Coal Co^y Limited, dated 31st Oct^r, and intimated to Lord Cardross 9th Nov^r
1878, of Part of subjects contained in N^o 10 \ (of ground for works &c)/ hereof, and
being Part of \over/

[page 64]

82

N^{os} 27, 28, and 29 on Plan.

- 87 Copy Assignment by the said Geo Simpson in favour of the Benhar Co^y L^d dated 31st Oct^r
1878, and intimated to the Broxburn Oil Co^y L^d 12th Nov^r 1878 of certain Missive
Letters containing a Contract for Supply of Shale.
[preceding section entirely scored through]

88 Extract Registered Assignation by the Benhar Coal Co^y L^d, in favour of the Broxburn Oil Co^y L^d, dated 20th July 1880, and registered in the Books of Council and Session 25th Feb^y 1881.

[preceding section entirely scored through]

89 Duplicate Lease now superseded by N^o 4 hereof between Geo Auldjo Jamieson as Trustee and Trust Disponee of the Earl of Buchan on the one Part and the said Robert Bell on the other Part, dated 26th February and 12th March 1892 of the farms of Greendykes & Stewartfield.

[preceding section entirely scored through]

90 Letter, Mess Drummond & Reid to Mess^{rs} Moncrieff, Forbes & Barr, dated 20th July 1880, as to Searches against Benhar Coal Co^y Limited.

[preceding section entirely scored through]

[page 65]

83

91 Building Lease, between the said Geo Auldjo Jamieson, as sole acting Trustee and Trust Disponee foresaid, on the one Part, and the said Robert Bell on the other Part dated 29th Nov^r & 15th Dec^r 1871, and recorded in the Division of the General Register of Sasines, 19th Jan^y 1878, and assigned by the said Robert Bell to the Broxburn Oil Co^y L^d by N^o [lacuna] hereof of .250 acre immediately to the east of Broxburn Lodge.

Renounced by the said Co^y to Lord Cardross

[preceding section entirely scored through]

92 Letter of Guarantee by John Thompson and Thomas Harbottle to the Broxburn Oil Co^y L^d dated 30th Nov^r and 2nd Dec^r 1881

[preceding section entirely scored through]

93 Copy Minute of Agreement between Lieut Col James Hare and the Broxburn Oil Co^y L^d Dated 27th January and 5th February 1883.

Relating to damage from smoke to Niddry Farm.

[preceding section entirely scored through]

94 Minute of Agreement between Lieut Col James Hare, of the first Part, the Broxburn Oil Co^y L^d of the second Part, and Rob^t Braes, sub tenant

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84

of Niddry Farm of the third Part

Dated 1st 4th and 19th Feb 1886

Relating to settlement of damage by Smoke from Companys Works to Niddry Farm

[preceding section entirely scored through]

[page 67]

92

XII Miscellaneous Subsisting Agreements &c &c

95 Extract Registered Minute of Agreement between the Hon Lord Cardross and the said Robert Bell dated 14th and 25th August, and registered in the Books of Council and Received Session 18th Sept^r 1876, as to the working of the Shale under the Union Canal.
From M T H & Co
27/11/1930

96 Duplicate Minute of Agreement, between Lord Cardross, on the one Part, and the Broxburn No 113 in Oil Co^y L^d, on the other Part.
Boyd Miller Dated 6th and 9th May 1885
& Thompson's As to working inferior Seams of shale by Open Cast, and Granting
list Permission to bring raw material from other fields to Works to be refined.
With Supplementary Agreement of 30th April & 8th May 189- appended thereto.
[marginal note] Conditions as to Importation of raw materials &c discharged by Minute of Agreement dated 30th Jan^y & 7th August 1923.
[preceding section entirely scored through]

97 Agreement between the North British R^y Co^y on the one part, and the Broxburn Oil Co^y L^d, on the other part.
Dated 23rd Sept^r & 8th Oct^r 1886 Regulating Rates.
[preceding section entirely scored through]

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93

98 Supplementary Agreement between the North British R^y Co^y, on the one Part, and the Broxburn Oil Co^y L^d on the other Part.
Construction Dated 23 Sept^r and 8th Oct^r 1886
of Drumshoreland Providing for the construction of Drumshoreland Branch R^y
Branch Railway
See 133
[preceding section entirely scored through]

99 Agreement with James Law, Farmer, East Mains, Broxburn, as to water Supply 24 Dec^r 1886
[preceding section entirely scored through]

100 Copy Lease between John M^cKnight, Contractor Uphall, and the Broxburn Oil Co^y L^d
Dated 5th and 10th Dec^r 1888
of 12 Houses at Holms.
[preceding section entirely scored through]

101 Correspondence and Relative Sketch showing additions to OverSeers' house At Greendykes Farm, Approved^{of} by Mess Lindsay Jamieson & Haldane
~~August~~ 1889 June & July 1889
[preceding section entirely scored through]

102 Minute of Agreement between the Broxburn Oil Coy Ld, on the one Part, and John M^cKnight & Robert Marshall on the other Part.
Dated 5th & 11th March 1890
Regulating hauling of traffic over Carldubs R^y.
[preceding section entirely scored through]

[page 69]

103 Copy Minute of Agreement between the Bathgate District Committee of the Country Council of Linlithgow on the one Part, and the Broxburn Oil Coy Ld on the other Part.
 near Dated 10th & 26th Sept^r 1890
Uphall Relating to level crossing on road between Uphall & Ecclesmachan, with
 See page 98 copy relative SPecification.
 Level Crossing lifted (as from Whit 1923) and County Council advised 22nd May 1923.
 [preceding section entirely scored through]

104 Lease between the Broxburn Oil Co^y L^d, and the Holygate Coop Society Limited.
 Dated 29th Oct^r and 35th Nov^r 1890
 Endurance 10 Years from Whit^y 1890
 Termination Whit^y 1900.
 Subjects let, 1. Shop or Store, Backshed, Bakehouse and oil house.
 2. New oven house and new Van shed and stable.
 3 Area of Ground or Court, with all fittings & textiles.
 Rent £40 Yearly, in equal Portions At Whitsunday and Marts.
 Note: Renounced P[e]r Disposition N^o 51³ hereof.
 [preceding section entirely scored through]

105 Receipt and Obligation by Geo Dunlop and others (Benny Trustees) to Broxburn Oil Co^y L^d dated 10th and 11th Oct^r 1890. Relative to Payment of fixed rent under Lease No 3 hereof.
 [preceding section entirely scored through]

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 95

106 Minute of Lease between Peter M^cLaggan Esquire of Pumpherston, on the one Part, and the Wayleave on Broxburn Oil Co^y L^d on the other Part.
 Stankards Dated 15th and 19th July 1891
 Roman Camps Works Endurance 21 years from Whit^y 1891
Works Termination Whit^y 1912
 Railway Crossing Break in favour of second Party at Whit^y 1894 and at Whit^y in every third year thereafter.
 Subjects let Piece of Ground for railway crossing at Camps Branch R^y.
 Rent £5 yearly in equal Proportions at Whity & Marts.
 [preceding section entirely scored through]

107 Guarantee by Commercial Bank of Scotland Lim^d to the Broxburn Oil Co^y L^d,
 Dated 11th Nov^r 1891
 Relating to ordinary and Preference Shares standing in the names of the deceased James Mary Stuart and William Laidlaw.
 [preceding section entirely scored through]

108 Copy of Guarantee by the Company to the Bathgate District Committee, of a Minimim see also 126 Water Rate Rent of £342.3.9
 & 127 dated 22 March 1893
 [preceding section entirely scored through]

109 Duplicate Agreement between the Hon Lord Cardross and the Company, dated 22nd

[page 71]

[note]Condition in regard to importation of rude oil raw materials & dischargeable by Minute of Agreement dated 30th July & 7th August 1923 and 25th Nov^r 1893, in regard to reduction of Lordship &c

[preceding section entirely scored through]

110 Memorandum of Agreement between Lord Cardross and the Company with reference to the N^o 125 in importation of Crude Oil dated 3rd and 5th April 1895.

Boyd Miller
& Thompson's

list) comissing[?]

[entry overwritten:] Discharged by Minute of Agreement dated 30th July & 7th August 1923

111 Duplicate Minute of Agreement

between Lord Cardross and the Company dated 2nd and 8th Sept 1896 anent Working of the Curly Seam of Shale

[preceding section entirely scored through]

112 Copy Correspondence &c with Lindsay Jamieson & Haldane, bearing on redirection of Lordship on Shale South of Edinburgh & Bathgate R^y 1890

[preceding section entirely scored through]

113 Lease and Agreement between The North British Ry Coy on the one Part and the Broxburn Dundee[?] Oil Co^y L^d on the other Part.

Ground & Siding Dated 11th & 26th April 1894

The foregoing Lease Endurance 10 Years from 1st April 1894

is extended for 5 Piece of Ground extending to 220 Square Yards, & siding extending to 170' Years from 1st April feet in length.

1904 to 31 March Rent £11 for Piece of ground and

1909 £1.15.2 being 4½% on £39.3.7 cost of siding

Extended for 5 Years

from 1st April 1909

31 Mar 1914 16 Feby 1915 Renewed on same terms subject to one months notice of 26

Feby 1914 extended termination without compensation.

for one year from

1st April 1914

[preceding section entirely scored through]

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[loose leaf inserted in volume]

For all Shale 9^s pton till 1896 after 10^s

Lease 6th 19th May 1885 working inferior seams of Shale 6^s Pton Royalty

Supplementary lease 30 April 18th May 1890 Curly seams 6^s Pton

Lease 22 & 25 Nov^r 1893 Royalty reduced from 9^s to 6^s for 5 Years from 1898 to 1903 Royalty to be 7½^s condition build in all 6 new benches retorts, if div^d 10% more no reduction of Royalty –

Marts 1900 fuel royalty chge div^d 15%.

[page 73]

[loose leaf inserted in volume]

M^r Clark Phone 17/12/19

Broxburn Shale at Roman Camp is taken from N^o 4 Pit which is on the north side of the Bathgate Edinbro Rly.

Stankards way leave

Lease Book 96 page

[page 74]

97

Payable at Whit^y & Marts

First Payment Prop to Whity 1894

[preceding section entirely scored through]

114 Lease between the Broxburn Oil Co^y L^d on the one Part, and Parish Council of City Parish of
See 134 Edinburgh on the other Part.

Dated 22nd, 23rd Aug & 5th Sept 1900

Endurance 10 years from Whit^y 1900

Middleton Hall now administered Break in favor of tenant at Whit^y 1905 on giving notice not later than
Candlemass 1905.

managed by the Subject let, Mansion House, offices and Fields on Middleton Hall Estate.

Edinburgh District Rent £60 For Mansion House, offices, Garden General Entrance Lodge.

Board of Lunacy " £18 For two fields, extending to 7.812 acres, Payable Whity & Marts

(Edinburgh Parish Council) under the First Payment Whit^y 1901

Lunacy Act [note:] Given up Whit: 1920

See letter dated

11 Feby 1907 from

Edinburgh Parish

Church Filed with

Lease

[preceding section entirely scored through]

115 Minute of Agreement between the Broxburn Oil Co^y L^d the one Part, and ~~the Broxburn Oil~~
Co^y L^d John Mulhern on the other Part.

Mulhern's property Dated 29th & 5th Dec^r 1900

sold April, 1923. Endurance, One Years notice on either side to terminate Agreement.

Privilege not granted to Wayleave to afford an access for Carts & Vans from the road forming the
purchase West boundary of lot of ground,

[page 75]

across the said lot to the ground belonging to Mulhern on the east side
thereof.

Rent 10/- Payable Yearly

First Payment as at Whit^y 1900

[preceding section entirely scored through]

116 Notice from Linlithgowshire County Council regarding Wayleave on level Crossings.

Dated 7th Nov^r 1901

Copied into New Agreement Book

Level Existing arrangements to cease as from 15th May 1902.

Crossings Rent in future will be

(Wayleaves) Refinery Level Crossing with double rails £5

Greendykes Level " " single rails £2

This level crossing ~~Crossgreen~~[?] Level" " " " 2

lifted. County Council

advised 22/5/1923

that payment should
cease \as/ from Whit: 1923.

[preceding section entirely scored through]

117 Duplicate Minute of Agreement between the Earl of Buchan on the one Part, and the
see also Broxburn Oil Co^y L^d on the other Part.
N^o 131, p.110 Dated 4th June & 9th July 1902
N^o 132 in Altering and modifying the terms of the existing Leases of 1885, 1890 & 1893.
Boyd, Miller &
Thompson's 1st Article of 1890 Argument abrogated
list

[preceding section entirely scored through]

Altered to bring in 180,000 tons of Foreign Shales and 35,000 tons of Shale from
Middleton Hall.

Not subject to 1885 restructuring viz $\frac{1}{4}$ th of total consumption see over
[preceding section overwritten with these words: Condition as to importation of Crude oil
Discharged by Minute of Agreement dated 30th July & 7th August 1923]

[page 76]
99

Option of bringing in Crude oil = 30 galls pton on 70,000 tons Shale & in respect of 110,000
tons Shale at rate of 25 galls pton.

[preceding section overwritten with these words: Conditions as to importation of Raw
materials to Crude Oil* Discharged by Minute of Agreement dated 30th July & 7th August
1923]

[marginal note] 2 100 000
2 750 000
4 550 000
Wayleaves

(1) $1\frac{1}{2}$ ^s Pton on raw Shale imported
£291.13.4 (2) 1^s Per 30 galls Crude oil for 70,000 tons Shale
687.10.- (3) $1\frac{1}{2}$ Per 25 " " " for 110,000 " "
979.3.4 (4) $\frac{1}{2}$ ^s Pton on Shale from Middleton Hall

583.6.8 If Royalties come below £9000 in any one year, wayleave up to 2,100,000 Galls 2^s
P[e]r 30 galls extra, over that Quantity only $\frac{1}{2}$ ^s P[e]r 25 Galls add^l [lacuna] on Shale
229.3.4 $\frac{1}{2}$ Pton extra but these extras ~~only~~ exigible only so far as necessary to bring the
1791.13.4 Royalties up to £9000.

[preceding section entirely scored through; also overwritten with the words: See
above]

Grey Shale. Royalty $3\frac{1}{4}$ Pton, while output of other Shales not less than 300,000
tons.

Of other Shales less than 300,000 tons or Royalties less than £9000, and if output of
Grey Shale more than 100,000 tons, on Concurrence of these events, then Lordship
to be $3\frac{1}{4}$ on 100,000 tons & $4\frac{1}{4}$ over this quantity as other Shales fall short of
300,000 tons.

[preceding section entirely scored through]

This Agreement begins 15 May 1902

[page 77]

100

118 Arrangement with NB R^y Co^y to give a supply of water from the Union Canal
with 6" Pipe £80 Per annum
BM&T 3" " 20 " "
Water Per letter from NBR^y Co^y dated 7 Jun 1903.
from canals arrangement made April 1881 & 18 Nov^r 1886. Note:- Charge made from 1st
Canal January, 1899.
Edinburgh Estate office (See pages 116 & 128)
[preceding section entirely scored through]

119 Duplicate Minute of Agreement between the Broxburn Oil Co^y L^d on the one part, and ~~the~~
See 119 ~~Broxburn Oil Co^y L^d on the~~ Mess James Ross & Co Philpstoun Oil Works on the
for Particulars other Part.

Of Supplementary Dated 28th Feby & 2nd March 1905

Agreement see

folio 111

For the Purchase of Crude Oil

For 5 Years from 1st April 1905

to 31st March 1910

Subject to 2 years notice at, and After 31st March 1908

Quantity 1st year 3,000,000 galls

thereafter Per annum 4,000,00 "

James Ross Co^y may sell to Oakbank Co^y 1000,000 galls Per annum, during
1st Year free to sell another 1000.000 galls

[Above section from "For the Purchase of" to "another 1000,000 galls" scored out]

Failing Oakbank Co^y Broxburn Co^y have option of taking their quantity on
Contract Terms

[page 78]

101

Any quantity over 5000000 galls (J Ross for estimated make) must be offered to
Broxburn Co^y

Quality same as before

Delivery about equal monthly quantities

Price minimum 2^s Per gall in Broxburn Tank Wagons at Philpstoun R^y Station

Average net Prices for Refined Liquid Products Paraffin wax including Candles Per
Gallon of Crude Oil. If average net Price of finished Products exceeds 3^s.50 divide
excess up to 4^s 70% to Ross & Co^y

20 " Broxburn Co^y

oils 4^s 60% " Ross & Co

40% " Broxburn Co^y

Gross Prices. Less cost of C/Es[?] & other Pkgs. Hire of tank wagons Carriage, freights discounts, expenses of Selling & delivering.

Net Prices to be applied to the following Percentages of finished Products.

Naphtha	1.10%
Burning oil	32.50%
Gas Oil	7.00%

[whole page entirely struck through]

[page 79]

102

Lubricating oils 865	8.30%
885	14.10%
Paraffin Wax refined	<u>10.00</u>
	73.00%

Payment 2 mfs Bill from 7th of each month free of interest

Monthly Accts py estimated
monthly average net Pieces.

Statement of average net Pieces at end of each financial Year. Any difference in favor of either Party thus ascertained compared with monthly Payment to be Settled in Cash by 15th May each Year. Statement to show average Gross Price of the six Products & average gross deduction from each.

21 Days allowed to Ross & Co^y to require verification by Broxburn Auditors, whose decision is final.

Usual Clauses regarding Liquidation & Strikes.

[entire page from "Payment.." down struck out]

[page 80]

103

120 Arrangement with NB R^y Co^y to give a supply of Water from the Union Canal for Roman Water Camp Works

from [overwritten with these words: See New Agl[?] Book page 19/20]

Canal

with 4" Suction Pipe £35 Per annum

Bai..[?] See page 128

Per letter from NBR^y Co^y dated 29 April 1905

121 Minute of Agreement with Carron Co^y

with reference to freights & to the use of a Store on Carron wharf London

3 Years from 1st Jany 1906

122 Lease of Office with James M^cMichail & Son dated 7 Nov 1906

10 Years from Whit^y 1906 Rental £355 Per annum

123 Agreement of Service between the Co^y & W^m Cuthbertson as Assistant Manager

3 Years from 1st Nov^r 1905

Salary 1st Year £400

2nd " 450

3rd " 500

[entire preceding page struck out]

[page 81]

104

124 Agreement with Sydney E Brock Kirkliston.

5 Years from 11 Nov^r 1906

Rental £50 Per annum in fuel of all claims for Smoke damages, retain in over Possession the field Known as Windygrove Containing abt 15 Acres.

[preceding section entirely scored through]

125 Duplicate Minute of Agreement between the Broxburn Oil Co^y L^d on the one Part & the Earl N^o of Buchan on the other Part

139 in Boyd Dated 3rd May & 10th May 1906

Miller &

Thompson's

List Extending till Marts 1946 the Leases Granted by Lord Buchan to the Co^y, and regulating rate (See of Lordship Payable for the Dunnet Seam of Shale.

N^o 1 page 4)

See Break in lease every 3 Years, say 1919, 1922, 1925 & So on.

new

book After Martinmas 1906, Royalty on Dunnet Shale 4 ½ Pton.

Blaes & Shale riddlings Put out from the Mines shall not in any one Year reckoned from Marts to Marts exceed 7½% of the total Shale, blaes, blaes, debris and Shale riddlings

Passed through the second Party's retorts, unless with the lease in writing first had & obtained of the

[marginal note: Condition as to importation of Crude Oil to discharge by Minute of Agreement dated 30th July & 7th August 1923.]

[preceding section entirely scored through]

[page 82]

105

first Party or his Factors.

Royalties Limestone Cement, Stone 5^s Pton Blaes, blaes debris, mine debris, Common clay & sand made into bricks or other burned good 1½^s Pton of 20 cwts. for blaes, blaes debris & shale riddlings Passed through the second Party's retorts 1^s Pton of 20 cwts.

See Spent or burned Shale or Spent or burned blaes on which Lordship has
New already been Paid as Shale or blaes or blaes debris may be used or
Book manufactured on the said lands without Payment of further Lordship.

[preceding section entirely scored through]

Minute of Agreement added 12th July 1916, with reference to the working of the Raeburn & Barracks Shale (1) 16 acres South of the R^y Edin[burgh] & B[ath]gate (2) 6 acres, North of said R^y Part of the farm of Loaninghill Barracks or Campus Seam. 38 acres & 30 acres Part of the farm of Fivestanks & Part of the other lands adjoining said farm.

Royalties for both Shales \Barracks of Camps/ 4¼^s Pton

" " Raeburn Shale 4^s, P "
copy sent to works Aug 1916
[preceding section entirely scored through]

[page 83]

105A

Duplicate Memorandum of Agreement

added 7th August, 1816, to

N^o 139 Duplicate Minute of Agreement of 1906, between Lord Buchan and the Company.

In Boyds Fixing the rate of Lordship for Shale as from and after the date of commencement of
Miller & the working of the Upper Grey Seam of Shale at 3¼^d per ton of 20 cwt put out
Thompson's during the whole period of the lease from the said seam of shale within any
list. part of either portion of the Mineral field let to the Coy.

See Binding the Coy to win and work the Upper Grey Seam of Shale within both portions
new of the Mineral field as soon as practicable.

Book The Coy is discharged of all claims in respect of excess over 7½% of Blaes put
through the Retorts of up to Martinmas, 1917, having paid the sum of £100 to
Lord Buchan in settlement.

Subsequently to Martinmas, 1917, in the event of Blaes and Shale Riddlings from the
Coy's Mines put through the Retorts in any one year from Marts to Marts
exceeding 7½% of the Total Shale, Blaes, Blaes debris, and Shale riddlings
passed through the Coy's Retorts, the Coy. will pay a Lordship of 3¼^d per ton
of 20 cwt. Or the excess quantity, and that ½ yearly, one calendar month
after Whity & Marts in each year.

See page The Minerals underlying Uphall Manse & Grounds sold by Lord Buchan to the
126 Heritors of the Parish of Uphall) not to be worked by the Coy. nearer to the
hereof surface than 100 feet, per letter of M^r Love on 4th May, 1915, to Lindsay
James & Haldane, factors to Lord Buchan.

[preceding section entirely scored through]

[page 84]

106

(126) Minute of Agreement between the The Bathgate District Committee of the The Bathgate
See District Committee of the County Council of the Linlithgow & the Broxburn Oil Co^y
108 & Limited
127

Dated 3rd & 12th April 1907

Forrestburn Broxburn Oil Co^y renounce right to terminate Agreement to take not less than
Water 525000 galls Water Per week at expiry of 15 Years from 15th May 1895. contained in
Guarantee dated 22 March 1895 Lease N^o 108 /2500\

Broxburn Co^y Agree to take an additional Minimum Quantity of not less than
350,000 Galls Water Per week for a period of 30 Years from 1st May 1907 at 4^s Per
1000 Galls = £5.16.8 Per week Payable 1st May & 1st Nov^r first Payment 1st Nov^r
1907.

Broxburn & Youngs Co^y to Get their[?] Additional Quantities of 350,000 galls Per
week before Bathgate District Committee can supply water for trade Purposes to any
other Persons, firms or Companies, other than the firms & companies mentioned in
Schedule who are to get the Quantities set against their names, under guarantee dated
Mar 1893.

Schedule referred to

<u>B.O Co^y Ld</u>	<u>75,000</u> galls Per day		
<u>Pumpherstons</u>	<u>175000</u> " "		
<u>Youngs Co^y</u>	<u>150000</u> " "		
<u>NBR^y</u>	<u>30,000</u> " "		
<u>Dickson & Mann</u>	<u>4000</u> " "		
<u>James Wood L^d</u>	<u>20,000</u> " "		<u>See over</u>

[preceding section entirely scored through]

[page 85]
107

Exceptions

Should excessive drought Prevail or anything occur which is not under control & cannot be remedied by first Parties.

If first Parties are unable to supply Additional water of 350000 galls Per week for a Continuous Period of 6 months.

Second Parties shall be entitled to cancel this Agreement by giving 3 months in writing.

In addition to Minimum Water rent Second Parties Pay any Public Water Rate that may be Assessable upon them.

[preceding section entirely scored through]

Original Guarantee, 1893 75,000 gallons per day @ 3^d per 1,000 gallons =
£342:3:9 per annum.

Additional Quantity, 1907 50,000 gallons per day @ 4^d per 1,000 gallons =
£303:6:8 per annum.

Guarantee extended for 30 Years from 1st May, 1907

About 1/30th of the supply goes to River Comp[?]

[page 86]

108

(127) Minute of Agreement between the Bathgate District Committee of the County Council of the See County of Linlithgow & the Broxburn Oil Co^y L^d

108 &

126

Dated 3 & 12 of April 1907

Forrestburn

Water

Broxburn Oil Co^y renounce their right under Agreement dated 22 March 1893 to terminate the Agreement at the expiry of 15 Years from 15 May 1895

Agreement dated 22 March to remain in force for 30 Years from and after 1st May 1907

[preceding section entirely scored through]

(128) Agreement with NB R^y Co^y to give a supply of Water from the Union Canal to Albyn Works arik[?]

BM&T

Water from 3" Section Pipe £20 Per annum

Canal (See page N° 128)

Per letter from NBR^y Co^y dated 27 Feby 1907

[entire section overwritten with these words: Disowned[?] 23/16/1927 See new Agt book page 19/00]

[page 87]

109

129 Agreement with Alex F Steel Printer, Broxburn.

For the Posting of Bills in connection with our House Property at Broxburn

Permission to erect three boards on over Houses Greendykes Road

Rental 10/- each Per annum 1st Payment Whit^y 1908

one months notice to terminate arrangement

[preceding section entirely scored through]

130 Agreement with Robert Broes Farmer, Burnshot Farm by Linlithgow

For damage to Niddry Farm £45 to be Paid Annually in field of all claims for damage from Smoke or other damage from Works

This Agreement to continue for 12 Years from Whit Marts 1907 so long as our tip to the South east does not extend beyond Lord Buchans March Adjoining said Niddry Farm

First Payment Marts 1908

[page 88]

110

(131) Arrangement with Earl of Buchan with reference to the importation of 650000 Galls of Crude oil in addition to what [?] over Agreement dated 4 June & 9th July entitles us to

N° import

117, p.98 Dated 19th Feby & 4th March 1908

No 144 in

Boyd's, Miller &

Thompson's list.

Wayleave on the extra 650,000 galls 1½^d Per 25 galls subject to clause 3.

Following are the Conditions

(1) The Company will be allowed to import 650,000 Galls of Crude oil in addition to the 4,850,000 galls provided for in over Agreement dated 4th June & 9th July 1902, or in all, 5,500,000 galls in any Year ending at the term of Whitsunday.

(2) This permission is only granted until Whit 1910 at which term the matter will be reconsidered.

(3) Should the Royalties on the Mineral output in any Year ending at any term of Whitsunday fall below £11,000 then the wayleave on the 650,000 Galls or any less Quantity received will rise to 3^d Per 25 Galls. Said Minimum Royalty not to apply in the event of Strikes, locks out or any other cause over which the Co^y have no control.

[page overwritten with these words: Cancelled by Minute of Agreement date 30th July & 7th August 1923]

[page 89]

111

119 Supplementary Memorandum of Agreement

see folio between

100 for The Broxburn Oil Co^y L^d the first Parties

Minute and

of James Ross & Coy Philpstoun Oil Works the second Parties

Agreement

& 118 The said Parties have agreed to make the following alterations on the said Minute of Agreement

First Notwithstanding anything specified to the Contrary in Articles First, Second or Third of the foregoing Minute of Agreement the Parties hereto have agreed & hereby agree (first) that from & after the first day of April 1910 – the Quantity of Crude oil which the first Parties shall be held to have Purchased from the Second Parties, which the Second Parties shall be bound to deliver to the first Parties under the Said Minute of Agreement & during the Subsistence thereof, in any one Period of twelve months from the 1st April in any one Year to the 31st March in the immediately succeeding Year shall be 400,000 galls of the Second Parties manufacture of Crude oil (Second, that the Second Parties shall be at liberty to sell in the open market their surplus make of Crude oil over the said 4,000,000 galls without being in the first instance, bound to offer to sell to the first Parties such surplus make of Crude oil or any Part thereof as & when the same shall be manufactured by the Second Parties without giving the notifications
[whole page struck through]

[page 90]

112

provided for in said Article Third.

Second From & after the 1st April 1910 the terms of Articles fifth & eighth shall be and are hereby altered to the extent & effect of substituting the figures 3^d.35 in Place of the figures 3^d.50 wherever the figures 3^d.50 occur in said Articles respectively.

Third Except in so far only as altered by this Supplementary Memorandum of Agreement, the said Minute of Agreement shall, in all its clauses & Provisions remain in full force & effect, the binding on the said Parties during the substance thereof.
[whole page struck through]

[page 91]

113

North British Railway.

132 Powflats Farm Water Supply

Water Correspondence re laying a 2” Water Pipe to the above Farm

Supply May/Aug 1908

to Total cost £94.12.2 of which L J & S contributed £25.

Powflats

Farm

2” Water Pipe carried through the Culverts under the Canal and the Holygate Branch Ry on the following terms & Conditions

[note in margin: Papers in box N^o2 Sundry Documents Sec^y Room]

(1) Whole work shall be executed & afterwards maintained by BOCoy to the satisfaction of NBRy Engineer & free of any expense to NBRy
[marginal note: 3/132/34 3/ 146/2.]

(2) That in the event of its being necessary at any future time to make any alteration on the pipe this shall be done by BOCoy to the satisfaction of ABRy Engineer

(3) BOCoy undertake all responsibility & expense connected with the Pipe & shall free & release the Ry Coy of all claims by third Parties

(4) Permission shall continue only during the Pleasure of the Directors

(5) BOCoy Pay a nominal rent of 5/- Per annum in respect of the Privilege.

Payable May. (~~Glasgow~~ \Edinburgh/ Estate Dept)

[entire preceding page scored through]

[page 92]

114

133 Guarantee by The Broxburn Oil Co^y L^d to The North British Ry Co^y
(see N^o 98

on page 93) For Conveyance of Workmen over their line of railway from Broxburn to over Roman Camp Works at Drumshoreland in a carriage by means of engine belonging to BOCoy during Pleasure of Ry Coy BOCoy undertake to free & release Ry Coy of all responsibility for all accidents from whatever cause arising which may happen to our Workmen during or in connection with their being conveyed over said Ry.

Sept 1902

[entire preceding section scored through]

134 Lease between the Broxburn Oil Co^y L^d on the one Part and The Edinburgh District Lunacy Board on the other Part

See 114 Dated 7th & 16th June 1909
Endurance 10 Years from Whit^y 1910

Given up

Whit 1920 Subjects let Mansion House, Offices & Fields on Middleton Hall Estate
Rent £77 for Mansion Ho^s offices Garden Ground & Entrance Lodge
£18 For two fields extending to 7.812 acres Payable Whit^y & Marts

[entire preceding section scored through]

[page 93]

115

135 Site for storage Paraffin Oil Tanks – 24 Square Yards from North British Ry Co^y at Hunter St Depot, High Street Station

Taken over From 25 Oct^r 1909
by Scottish Rent £1.4/- Per annum
Ore Quarry Payable Whit^y & Marts
L^d, Oct^r 1918.

Occupancy shall be mutually subject to termination after one month's written notice.

[entire preceding section scored through]

136 Minute of Agreement between the Road Board of the County of Linlithgow. The Bathgate District Committee and The Broxburn Oil Co^y L^d

Gas Pipes etc For Permission to Lay a main Pipe with the Necessary values for the Supply of gas
N^o 148 along the roads in the Parish of Uphall
BM&T's
list Broxburn Co^y bound to sell Gas to Second Parties for Public lighting Purposes at a
Price Per 1000 cub ft to be fixed failing Agreement by the Sheriff of the Lothians &
Peebles.

Dated 6th May 24 May 1910

Renounced. Now taken over by the Broxburn Gas Co. July, 1929.

[entire preceding section scored through]

[page 94]

116

137 Arrangement with NBR^y Co^y to allow discharge of Mine Water into Union Canal
Discharge (1) No water to be discharged into the canal which in the opinion of NB chemist
of Mine is unsuitable for loco Purposes.
Water into (2) Expense of laying Pipe maintain^{ing} same to be borne by BOCO^y
Canal (3) If any alteration on Pipe, same to be done to Satisfaction of NB Engineer
3 133/9 (4) BOCO^y undertake all responsibility free NBCo^y of all claims by there Parties.
(5) Permission only during Pleasure of NBCo^y
(6) Nominal rent of £1 Per annum
Edinburgh dated 13 April 1910

Whity

[entire preceding section overwritten with these words: Arrangement cancelled Roulenay[?] Co advised December 1927]

138 Arrangement with NBR^yCo^y to lay Gas Pipe across NB Canal Bridge Holygate

Gas Pipe over rent 5/- Per annum

Canal Bridge first Payment Whity 1910

Whity dated 21 June 1909

Edinburgh

[entire preceding section overwritten with these words: Cancelled Rent paid to Whit 1928]

139 Arrangement with NBR^y Co^y

Water from Canal substituted as 4" Pipe for the 3" at East Works

Water Substituted a 7" Pipe for 6" Previously in use at Refinery 5 Sept 1911

Additional Payment of £30 Per annum

(See pages 100 and 128)

[entire preceding section both struck out and overwritten with these words: See New Book page 19/20]

[page 95]

117

140 Arrangement with NBR^y Co^y to allow an Electric Cable through the Caulverts under NBR^y

In office for Canal Pumping Station Holygate Branch.

Electric Cable

under railway. Rental 10/- Per annum

dated 2 Dec^r 1911

Glasgow Martinmas Yearly
[entire preceding section struck through]

141 Arrangement with NBR^yCo^y to allow a Series Pipe across the NBR^yCo^y bridge over the
In office Canal adjoining the Refinery
Sewer Pipe. (should be attached to Bridge N^o 27) 3-133/3[?]
Rental 5/- per annum
dated 1st March 1911

Edinburgh Martinmas

142 Broxburn Reading Room & Public Hall
Institute Agreement with the Broxburn
& Reading Reading room & Institute
Room Dated 12 Feby 1886
Rental £87.10/-
Increased to 97.10/- in 1909
dog[?] house converted into Billiard Room
See Minute Book N^o 6
1910
[entire preceding section scored through]

143 Arrangements BBR^yCo^y to allow a Gas Pipe along ground belonging to NBR^y at
in office Holygate Bridge Canal forming entrance into Port Buchan
Gas Pipe Rental 5/- Per annum 3 133/4
Edinburgh dated 12 June 1912
Whity
[entire preceding entry struck through]

[page 96]

118

119 Further Supplementary Memorandum of Agreement
see folio between
100 & The Broxburn Oil Co^y L^d the first Parties
111 and
James Ross & Co Philpstoun oil Works the Second Parties

The Said Parties have agreed to make the following allocations in the Said Minute of Agreement

Agreed that from and after 1st April 1912 the said Agreement and Supplementary Agreement shall be Altered as follows

- (1) When the average net Price over any Year obtained by the first Parties for their refined Product amounts to three Pence Per gall of Crude oil Put through their refinery, Price of Crude oil to be 1³/₄ Per gall
- (2) When the Price obtained exceeds three Pence Per Gallon 30% of Said excess go to the first Parties & 70% to second Parties
- (3) When the Price obtained to less than three Pence Per gall difference to be borne equally, but Minimum Price never to Go lower than 1 5/8 Per gall

Dated 7&10 June 1911

[entire preceding section scored through]

[page 97]

119

144 Minute of Agreement between the Broxburn Oil Company L^d the first Part & Meade-King
See Robinson & Co on the Second Part

Page 121

- (1) The first Parties agree to reserve to the Second Parties to cover actual export Sales in tins and cases a minimum quantity of 3000 tons Per annum of Petrolin for three Years from 1st July 1911, in railway tank wagons at Listerport in ab^t equal monthly quantities.
- (2) To cover actual export Sales in tins & cases to Africa & any other foreign market, but excluding all European markets, first Parties undertake not to export in tins and Cases said brand of Petrolin to any Part of Africa (with the exception of Egypt) or to other foreign Countries outside of Europe
- (3) Minimum Price to be Paid to the first Parties is 2 1/8 Per gall. net Cash Monthly a/.[?]
- (4) 2 1/8 Per gall is fixed in order to enable second Parties to sell & export burning oil in tins & cases at a Price sufficient to yield them not less than 4/- Second Parties shall Pay first Parties 1/32 of a Penny P^gall for every half-Penny Per case realised over 4/- case, such additional Price only Payable after Price obtained has reached 4/0½

[entire preceding section scored through]

[page 98]

120

Per case in computing such add^l Price Second Parties not entitled to take an average of any Prices below 4/0½ Per case.

- (5) Sales may be made for spo delivery or for Periods not exceeding three to six months forward Period may be extended to twelve months, if mutually agreed upon.
- (6) Second Parties shall keep separate books & documents with full Particulars of each Sale, viz buyers, quantity, date of delivery, Price & terms. Said books open to inspection of Sec^y or Auditor. Monthly Statement of Sales to be sent by Second Parties
- (7) Shale \&^c/ Clause
- (8) Clause as to liquidation &^c
- (9) In the event of disputes to be referred to Arbitrator to be mutually selected.

On 6th Jan^y 1912 it was agreed that basis Price should be reduced to 3/11. Per Case of 8 Galls.

1/32 of a Penny Per gall to be Paid by second Parties over 3/11½.
Clause 4 Modified to above extent.

[page 99]

adjusted at
Meeting of Representatives of the Caledonian and North
British Railway Companies with the Representatives of the
Scottish Mineral Oil Companies held at Glasgow on 20th
August, 1917.

(1). The Oil Companies to pay the general increase of rates as from 1st July, 1913, on all traffic not covered by the Broxburn Oil Company's Agreement and as from the date of the cancellation of the said Agreement in the case of traffic covered by the said Agreement but not covered by the Notice of March, 1916.

(2). Remit to the Goods Managers of the Railway Companies and the Representatives of the Oil Companies to agree upon rates which, by modification of the classification and for the fixing of exceptional rates to specified places, will yield an amount not less than fifty per cent. of the gross increase which would accrue to the Railway Companies if the Notice of March, 1916, were maintained.

(3). The rates to be payable as from and after 19th July, 1916.

[entire preceding page struck through]

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124

(4). Arrears as at 31st August, 1917, to be settled by payment of the amounts deducted in respect of the increase of 1st July, 1913, and by payment of one half of the amount of the difference between the accounts as made out on the bases of the rates under the Notice of March, 1916, and on the basis of the rates under the Broxburn Agreement.

(5). The rates to be subject to any future alteration which may be made by the Railway Companies to the extent to which such alterations may be authorised by law.

(6). Parties to concur in asking the Court to discharge the diet of Learning fixed for 12th February next and to depart from the arrangement as to exchange of Statements to be founded on by the parties at the Learning.

Donald A. Matheson, For the Caledonian Railway Company,
W. F. Jackson, For the North British Railway Company.
Thompson M^cLintock, Chairman, Mineral Oil Association,
W. Montgomerie, Secy. & Assist. Manager, Broxburn Oil Co, Ltd.,
Jas. Ross & Co., Philpstoun Oil Works, per A. H. Crichton, Acting Partner,
W. Fraser, For the Pumpherston Oil Co. Ltd.,
A. Kerr, For Young's Paraffin Light & Mineral Oil Co. Ltd.,
Robt. C. Miller, For the Oakbank Oil Co. Ltd.,
Robt. C. Miller, For the Dalmeny Oil Co. Ltd.,
[entire preceding page struck through]

[page 103]

125

149

Arrangement with N. B. Rly. Co. to allow a 2" water pipe across N. B. Rly. Co.'s
This arrangement Holygate Branch at a point about 500 yds. From the junction with the main
was Cancelled per line at Drumshoreland Station.
Our letter of 4th July

1918 to Manager Rental :- 5/- per annum.
of N.B.R. acknowledged Dated 16th Feby., 1918.
on 5th July 1918, the
privilege not having
been required to be
exercised.

See Box 7/650. Cancelled.
[entire preceding section scored through]

150 Arrangement with N. B. Railway Co. to park temporarily a 1½" Suction Pipe into the Union Canal for the purpose of drawing water necessary for our Bore in the field immediately north of the Canal & about 250 yards east of Broxburn Water Road Bridge. Time required will probably be about three months.

Rental £2 per year, on any part of a year.
14 September, 1918.

[entire preceding section scored through]

151 Missive of Lease of Office at 28 Royal Exchange Square, with James M^cNichol & Son as Sent to M^r factors for the Royal Bank of Scotland, dated 2nd September, 1919, for 10 years from Thos Miller Whitsunday, 1916 at a rental of £382 per annum, with option of break at Whity, 1921 20/4/20 subject to 6 months' previous notice & fine of £250 if taken advantage of.

[entire previous section scored through]

[page 104 – inserted leaf, partially typewritten]

125²

The Broxburn Oil Co. Ltd.

Rental of Table Instrument at Roman Camp Office. £1.5/- per an.

Rental ~~2~~^{now 1} Private Lines~~/~~ from Works to Broxburn Junction £15. - do.
And Drumshoreland

Rental Switch & Bell between room and Switchboard -. 10/ do.

Payable 12th October £ 16.15/- do.

Note - £3.15/- (=¼) of above £15 recoverable from N. B. Railway Company as per arrangement, being half of rental from Works to Broxburn Junction.

x Paid to P.O.:-
x 1st July 1921. 14.5/
x 1st July 1922. 12.0.0

[entire preceding page struck through, with note:- Entered in new agreement Book]

[page 105]

126

Earl of Buchan
Uphall Cemetery Extension.

In regard to the working of the minerals under the area of three acres of ground which Uphall Parish Council are acquiring from the Earl of Buchan for an extension of the present Cemetery, We The Broxburn Oil Coy now agree and undertake that as regards the Raeburn Shale Seams under Said three acres and a margin of 50 feet around Same, if desired by the Proprietor, we Shall leave unworked 50% of the Raeburn Shale Seam and that this Seam when being worked by us will be worked Systematically by stoop and room working, by Square pillars and rooms not more than ten feet average width, the workings to be to the Satisfaction of the Mining Engineer of the Earl of Buchan; which Agreement and Undertaking hereby given is in no way than as before stated, to limit our rights of working Shale and other minerals under Said ground in accordance wit the rights which we have under our lease.

16th July, 1920.

See file for further particulars.

[entire preceding section struck through]

See page 105^A hereof.

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Earl of Buchan

Extract from Memorandum of Meeting of Representation of Scottish Oils, Ltd, and Representatives of the Earl of Buchan, Marquis of Linlithgow, and S. B. Hog, Esq^f, held at 135, Buchanan Street, Glasgow, on Wednesday, 13th October, 1926.

“A proposal which had been made by Scottish Oils, Ltd. that the Broxburn Oil Co. Ltd. be allowed to work Shale in the Marquis of Linlithgow’s lands of Niddry & Kilpunt, and the Shale in the lands of Newliston belonging to M^r S B Hog, through the Broxburn Coy’s Dunnet Mine on the lands of Strathbrock belonging to the Earl of Buchan, which land had been under Correspondence amongst the parties, was Considered, and the following arrangement was Come to:-

Lord Buchan grants a Wayleave through his lands of Strathbrock for Dunnet Shale from the Marquis of Linlithgow’s lands of Niddry and Kiklpunt, and M^r Hog’s lands of Newliston.

The Buchanan Coy to pay to the Earl of Buchan 1^s per ton on each ton of Dunnet Shale worked from the lands of Newliston and Carried through Lord Buchan’s lands. The Marquis of Linlithgow and M^r S. B. Hog to allow 2^s per ton to Lord Buchan in Shale worked from the lands of Newliston and Kilpunt and the lands of Newliston respectively, and Carried through Lord Buchan’s lands. This arrangement to endure for a period of two years, Commencing as from Martinmas, 1920, Subject to the breaks Stipulated in the various Leases, and on the understanding that the Klandlords Concerned have the right to terminate the arrangement of Martinmas, 1922, ingiving 6 month’s previous notice

[entire preceding section struck through]

See next page

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Earl of Buchan (Continued)

In a letter to Pearson, Robertson to Maconochie on 12th November 1920 we said we were quite prepared to give effect to the guarantee Contained in our letter to them of 30th July last, namely, that their Client will receive for the two years from Martinmas, 1920, to Martinmas, 1922, an amount equal to the fixed rent.

First Shale under this arrangement put out from Niddry on 28th December, 1922.
[entire preceding section struck through]

North British Railway Co.
Water Supplies from the Union Canal.

From Whitsunday first the rents payable by Broxburn Coy to the North British Railway Co. for Supplies of water from the Union Canal will be required as follows:-

NB
*9" pipe substituted early in 1925. Rents now as under
9" £175
4" 50
£225 from Martinmas 1924.

For *7" & 4" pipes at Refinery & East Works respectively B
£125 & £50
raised from 3120 to £175 per annum(see pages 100 & 116 _

For 4" pipe for Roman Camp Works NC
Entered in new agreement Book. raised from £35 to £50 per annum (See page 103)
Page 19/20

Notice

Pipes to be removed when we are Called upon to do so.

22nd February, 1921

See Correspondence filed off

[entire preceding section scored through]

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Earl of Buchan
&
— Sports Field at Roman Camps —

Entry: Martinmas, 1898.

Duration: To be held during the pleasure of the Proprietor

Rents:- Nominal rent of 1/- per annum, at Martinmas term.

Fencing: Ground to be fenced off to satisfaction of Farm tenant, and Company to be responsible for all claims made by the Agricultural Tenant. Gate to be erected on Station Road.

Roadway: Coy. are permitted to make a roadway to sports field, but they are bound to restore the ground to it present Condition at the termination of the let.

Arrangement embodied in Correspondence between the Oil Company & Lindsay, Jamieson, & Haldane, September & October 1898.

[entire page struck through]

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Enter further agreements in

New Book.

- 2/9/1878 NBRly Co. Privilege to lay a 4" pipe at bottom of canal to convey crude oil to convey crude oil from works to Refinery, a distance of about 300 yards.
Rent 5/- per annum. Whitsunday
Pipe to remain at pleasure of Directors & when removed Oil Co. to fill up track & restore it to the satisfaction of Rly Coys Engineers[?]
(This pipe now Conveys weak acid)
- 8/4/1897 NBRly Co. Water Pipe Track thro' Drumshoreland Station Road to Managers House
Rent 5/- per annum. Whitsunday
Arranged between M^r N M Henderson & M^r Conacher[?]
- 8/9/1894 NBRly Co. Water Pipe (Forestburn) under Camps Branch. Pipe to be [illegible] upon to N^o 20. Whitsunday
Rent 5/- per annum (See over)
[entire page scored through]

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- 9/7/1894 NBRly Co. Bridge to replace present bridge (Stewartfield)
Rental 5/- per annum Whitsunday
- 15/4/1902 NBRly Co. Water Tunnel under Rly at Albyn Wks, Broxburn Junct.
Rent 5/- per annum
Tunnel to be removed when called upon to do so. Whitsunday
- NBRly Co Conduit across Railway Broxburn Jctn.
Rent 10/- per annum Whitsunday
(No record of any agreement)