

(Duplicate)
Minute of Agreement
Between
The Right Honourable Lord Torphichen
And
The Oakbank Oil Company L^d

1910.

As to laying Sewage pipe through Newfarm.

Tods Murray & Jamieson
W.S.

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Minute of Agreement between The Right Honourable James Walter Sandilands Lord Torphichen on the one part and The Oakbank Oil Company Limited incorporated under the Companies Acts and having its registered office at Thirtynine Saint Vincent Place, Glasgow on the other part.

Whereas the second parties recently became Tenants under the first party of a new Mineral Field on the first party's estate of Calder and in connection therewith entered into a Building Lease with him for the erection of Workmens houses on the lands of Newfarm on said Estate to be used by them in connection with the working of the said Mineral Field, and the second parties being desirous of laying a pipe through the first party's lands from the said Houses to the Dedridge Burn with the view of draining the said Houses and of taking away the Pit water from the mine adjoining thereto belonging to them, and also of forming a relative septic Tank in connection with said drainage, have applied to the first party for permission to do so, and the first party having agreed to grant the said privilege on the terms and conditions hereinafter set forth Therefore the parties hereto have agreed and do hereby agree and bind and oblige themselves as follows videlicet:-

First. The first party hereby grants to the second parties permission to lay and use a spigot and faucet a glazed fireclay pipe of the several dimensions noted on the Plan hereinafter mentioned from the Workmens Houses recently erected by the second parties on the lands of Newfarm near old Raw Toll, and from the Mine adjoining thereto on the north, through the said Farm of Newfarm in a northerly direction to the Dedrige Burn running through said Farm, and that along the loine coloured red on the sketch or Plan annexed and subscribed by the parties hereto as relative to these presents, for the purpose of draining the sewage and other effluents from said Houses and of conveying away the Pit water from the second parties said mine: The first party further grants leave to the second parties to construct/

[signed] Torphichen.

[signed] Rob^t Tho^s Moore Director
[signed] John Wishart Director
[signed] Robert C. Miller Secy.

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construct and use a septic Tank and Fifth for the purification of said effluents from said Houses at the point marked "Septic Tank and Filter" on said Plan, the work being carried out in the most approved manner, and to the satisfaction of the first party.

Second. The second parties shall be bound to adhere strictly to the said line coloured red on said Plan hereto annexed in laying said pipe and to carry out their operations in a proper and workmanlike manner, and also to restore the whole soil and relay the whole turf that may be disturbed through their operations in laying said pipe, and also to settle with the Agricultural Tenant for all damage thereby done, and to free and relieve the first party of all claims in connection therewith.

Third. The first party reserves right at any time to make any connections with the said pipe he may think necessary, including a connection for the drainage from Mid Calder Manse if that should be considered practicable and that without making any contribution to the second parties for the original cost of the said drain, but declaring that the power hereby granted in favor of the first party to form said connections shall not be used by him to such an extent as in any way to prejudicially obstruct the natural flow of the second parties own drainage through said pipe. Further the second parties shall have no power to connect any drainage whatever with said pipe other than that hereinbefore provided for.

Fourth. The second parties shall be bound at all times to keep the discharge from their said pipe into the said Dedridge Burn in such a condition as not in any way to pollute for pasture purposes the water in said burn as such forms the natural supply for the stock in certain of the fields below the outlet of the said proposed drain but should it be found at any time that the stock in the said fields are unable to use the water in the said burn for drinking purposes through the discharge and bind and oblige themselves to provide and maintain a proper and sufficient supply at their own cost for said fields either from the Mid-Calder water supply or otherwise, and also in that event to fend off in a suitable manner the water in said burn so as to prevent said Stock from injuring themselves thereby. The Second parties shall not however be responsible for/

[signed] Torphichen.

[signed] Rob^t Tho^s Moore Director

[signed] John Wishart Director

[signed] Robert C. Miller Secy.

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for the discharge from any of the connections that may be made by the first party with said drain: It is further hereby agreed that the second parties shall be bound to free and relieve the first party of all questions in connection with the laying of the said drain into the said Burn, and of all claims that may arise out of the same in anyway whatever.-

Fifth. The second parties shall also be liable and hereby bind and oblige themselves to pay to the first party full compensation and so far as necessary to relieve him from all responsibility to his Tenants and others having right to claim the same, for all damage which may be occasioned by the maintenance of the said pipe and tank, and by the over flooring, bursting, or leakage of the same or otherwise, and generally compensation for all damage which may be caused or accidents which may arise by or through said pipe and tank, and the second parties shall also be bound to repair any leakage or other defect in said pipe and tank as often as the same shall occur and as promptly as possible: In L.G.S. Witness Whereof these presents written on this and the two preceding pages by Iain MacDougall, Clerk to Messieurs Tods Murray and Jamieson Writers to the Signet, Edinburgh are, together with the Sketch or Plan annexed hereto, subscribed in duplicate as follows, viz:- For and on behalf of the said Oakbank Oil Company Limited, by Robert Thomas Moore and John

Wishart, two of the Directors and Robert Crawford Miller, the Secretary of the said Company and sealed with the Common Seal of the said Company all at Glasgow on the first day of June Nineteen hundred and ten before these witnesses Ernest Walker and Robert Dick Anderson both Clerks to the said Company: and by the said Lord Torphichen at Mid Calder on the seventeenth day of said month of June and year last mentioned before these witnesses George William Coles, Butler, and Robert Wallace, Overseer, both to the said Lord Torphichen, Declaring that this Testing Clause from and after the words "In Witness Whereof" is written by John Templeton also Clerk to the said Tods Murray and Jamieston.

[signed]	George W. Coles	Witness	[signed]	<u>Torphichen.</u>	
[signed]	Robert Wallace	Witness			
[signed]	Robert D Anderson	Witness	[signed]	Rob ^t Thos. Moore	Director
[signed]	Ernest Walker	Witness	[signed]	John Wishart	Director
			[signed]	Rob ^t C. Miller Secy.	

[plan]

This is the Sketch or Plan referred to in the foregoing Minute of Agreement between The Right Honourable James Walter Sandilands, Lord Torphichen, on the one part, and The oakbank Oil Company Limited, on the other part, dated First and seventeenth June Nineteen hundred and ten. Declaring that the slight alteration on the line of the pipe track through the small plantation avoiding the angle was sanctioned by Lord Torphichen prior to the execution of the Agreement.-

[signed]	Rob ^t Thos. Moore	Director
[signed]	John Wishart	Director
[signed]	Rob ^t C. Miller. Secy.	
[signed]	<u>Torphichen.</u>	