

Memorandum of Agreement  
between  
The Earl of Morton  
and  
The Oakbank Oil Company L<sup>d</sup>

Dated 20<sup>th</sup> Aug<sup>t</sup> & 29<sup>th</sup> Nov<sup>r</sup> 1902.

As to erection and maintenance of Bridge over Linhouse Water

(Oct. 1950, Val Roll shows proprietor as 'Dalmahoy Trustees for Hon. Chas. Douglas, Dalmeny, Kirknewton')

David Campbell S.S.C.

[illegible]

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Memorandum of Agreement between The Right Honourable Sholto Watson Douglas, Earl of Morton Heir of Entail in possession of the Entailed Lands and Estate of Dalmahoy and others in the County of Edinburgh, First Party, and The Oakbank Oil Company Limited incorporated under the Companies Acts Eighteen hundred and sixty two to Eighteen hundred and ninety three Second Party That is to say whereas the Second Party, at a point about One hundred and sixty yards to the east of the spot where there was until recently a ford across the Linhouse Water, leading from the Lands and Farm of Morton, part of the said Entailed Lands and Estate, on the South to the Estate of Linnhouse on the north constructed a Weir across the course of the said Water and have since made an addition thereto Eighteen inches in height the effect of which weir and addition thereto has been to dam back the water westwards so as to make the ford impassible and have in lieu of said ford constructed a bridge across the said Linnhouse water, and the First Party has agreed to accept and hereby accepts the said Bridge when completed as hereinafter specified as in lieu of the said ford provided the terms of these presents are observed and implemented by the Second Party Therefore the Second Party hereby agree and bind and oblige themselves and their successors to complete the construction of the said Bridge as agreed upon by supplying the same with gate and proper wing approach fences, and to renew such Bridge gate and fences from time to time should it or they be destroyed and to keep and maintain such Bridge gate and fences so constructed or renewed in a complete state of repair in all time coming so long as they maintain or store water in the said dam all at the sight and to the satisfaction of the Country Road Surveyor for the time; And it is also hereby agreed by both parties that in the event of the said Bridge gate and fences being allowed to fall into a condition of disrepair, of which the said Road Surveyor shall be the sole judge, and the Second Party shall fail to make good the defects upon being called upon to do so by the First Party or his successors in the said Entailed Lands and Estate or his or their Factor, the First Party or his foresaids or his or their Factor shall be entitled either (First) to cause the necessary works to be done and to charge the cost thereof as shall be certified by such Factor against the Second Party bind themselves and their successors to pay to him or them or his or their Factor or (Second) to cause the said Weir to be summarily removed by the Second Party or their successors and failing them, then by others who he or his foresaids or his or their factor may employ and that at the expense of and without further notice or warning to the Second Party or their successors, which expense the Second Party hereby bind themselves and their successors to pay to the First Party his foresaids or his or their Factor,

as/

[signed]  
Morton

A R Gillespie Director  
J M Easton Director  
Robert Miller Secy

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as such expense shall be certified by such Factor; and the Second Party and their successors shall pay interest at the rate of five per cent per annum on all sums which shall become due by them to the First Party or his foresaids in terms of these presents from the date when payment thereof shall be demanded until payment be made; And the Second Party shall pay the whole expenses of and relating to these presents; In Witness Whereof these presents written upon this and the preceding page by William Farquharson Macdonald Clerk to David Campbell Solicitor in the Supreme Courts of Scotland Edinburgh, are – together with a Duplicate hereof also written by the said William Farquharson Macdonald, - executed as follows:- they are sealed with the common seal of the said Oakbank Oil Company Limited and subscribed on their behalf by Archibald Ritchie Gillespie and John Marshall Easton two of their Directors and by Robert Crawford Miller their Secretary all at Glasgow on the Twentieth day of August Nineteen hundred and two before these witnesses David Barclay and Robert Dick Anderson both Clerks to the said Company; and are subscribed by the said Sholto George Watson Douglas, Earl of Morton, at Conaglen, Ardgour, in the County of Argyll, on the Twenty ninth day of November and year last mentioned before these witnesses Thomas Gosling, Butler, and Edward John Barker, Footman, both to the said Earl of Morton.

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[signed]

Thomas Gosling      Witness  
Edward John Barker      Witness  
David Barclay      Witness  
Robert D Anderson      Witness

Morton

A R Gillespie Director  
J M Easton Director  
Robt C Miller Secy