



### CHAPTER xciii.

An Act to confer further powers upon the Folkestone Electricity Supply Company Limited with respect to the supply of electricity in the urban districts of Folkestone and Sandgate and the borough of Hythe and for other purposes. A.D. 1906.  
[20th July 1906.]

**W**HEREAS under or by virtue of the Folkestone Electric Lighting Order 1896 confirmed by the Electric Lighting Orders Confirmation (No. 1) Act 1896 (in this Act referred to as "the Folkestone Order") and a deed of transfer made with the approval of the Board of Trade on the fifteenth day of November one thousand eight hundred and ninety-seven between the mayor aldermen and burgesses of the borough of Folkestone of the one part and the Folkestone Electricity Supply Company Limited (in this Act referred to as "the Company") of the other part the Company are authorised to supply electricity within the urban district of Folkestone being so much of the borough of Folkestone as is not included within the district of the Sandgate District Council and for the purposes of such supply to break up streets and roads within that urban district:

And whereas under the Hythe Electric Lighting Order 1900 confirmed by the Electric Lighting Orders Confirmation (No. 6) Act 1900 (in this Act referred to as "the Hythe Order") the mayor aldermen and burgesses of the borough of Hythe (hereinafter referred to as "the Hythe Corporation") were authorised to supply electricity within that borough and for the purposes of such supply to break up streets and roads therein:

And whereas an agreement was made on the eleventh day of September one thousand nine hundred and two between the mayor aldermen and burgesses of the borough of Hythe of the one part

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A.D. 1906. and the Company of the other part whereby it was (inter alia) agreed that the Company should during the continuance of such agreement fulfil all the obligations of the Hythe Corporation under the Hythe Order :

And whereas in pursuance of such agreement the Company have laid down and constructed electric lines and works within the borough of Hythe and are supplying electricity therein :

And whereas a further agreement was made on the fourteenth day of October one thousand nine hundred and three between the Hythe Corporation of the one part and the Company of the other part dealing with the terms and conditions upon which the Company were to undertake the lighting of public lamps within the borough of Hythe :

And whereas by the Sandgate Electric Supply Order 1900 confirmed by the Electric Lighting Orders Confirmation (No. 6) Act 1900 (in this Act referred to as "the Sandgate Order") the council for the urban district of Sandgate (in this Act called "the Sandgate Council") were authorised to supply electricity within the urban district of Sandgate and for the purposes of such supply to break up streets and roads within that urban district :

And whereas an agreement was made on the nineteenth day of May one thousand nine hundred and three between the Sandgate Council of the one part and the Company of the other part whereby it was agreed that the Company should supply electrical energy for the purposes of public and private lighting to the Sandgate Council and to the inhabitants of the urban district of Sandgate and in pursuance of such agreement the Company have laid down and constructed electric lines and works within the said urban district and are supplying electricity to the Sandgate Council and to the said inhabitants :

And whereas since the date of the said recited agreements certain variations have by agreement between the parties thereto respectively been made therein and such agreements as so varied are set forth in the First Second and Third Schedules to this Act and are in this Act referred to as "the Hythe agreement" "the Hythe supplemental agreement" and "the Sandgate agreement" respectively :

And whereas it is expedient that the Hythe agreement the Hythe supplemental agreement and the Sandgate agreement as respectively set out in the Schedules to this Act should be confirmed and that the Company be empowered to supply electricity

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within the borough of Hythe and the urban district of Sandgate A.D. 1906.  
respectively in pursuance of such agreements:

And whereas the Company with the consent of the Sandgate Council have laid electric mains through the urban district of Sandgate for the purpose of supplying electricity within the borough of Hythe and by means thereof are supplying electricity in the borough of Hythe from their generating station in the urban district of Folkestone and it is expedient that the Company should be authorised to maintain such electric mains and to use the same for the purposes of supplying electricity in the borough of Hythe and that the Company should with the consent of the Sandgate Council be empowered to lay further mains in the urban district of Sandgate for the purposes of such supply:

And whereas the Company have erected a generating station near Shorncliffe Station within the urban district of Folkestone from which electricity can conveniently be and is being supplied to and within the urban district of Sandgate and to and within the borough of Hythe but the Company are not empowered to break up streets and roads in the said urban district of Folkestone or to exercise any of the powers conferred upon them by or under the Folkestone Order or the said deed of transfer for the purpose of supplying electricity within the said urban district of Sandgate or the said borough of Hythe:

And whereas it is expedient that such disability be removed and that the Company be empowered to supply electricity to and within the said urban district of Sandgate and the said borough of Hythe from the said generating station or any other generating stations of the Company situate in the urban district of Folkestone and for that purpose to break up streets and roads in the said urban district of Folkestone and to exercise the powers conferred upon them by or under the Folkestone Order and the said deed of transfer:

And whereas it is expedient that the other provisions in this Act contained should be made:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal

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A.D. 1906. — and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.       **1.** This Act may be cited as the Folkestone and District Electricity Supply Act 1906.

Interpreta-       **2.** In this Act unless the context otherwise requires—  
tion.

“The Folkestone area” means the area of supply for the purposes of the Folkestone Order;

“The Hythe area” means the area of supply for the purposes of the Hythe Order;

“The Sandgate area” means the area of supply for the purposes of the Sandgate Order;

“Electric line” has the meaning assigned to it by the Electric Lighting Act 1882;

“Energy” has the meaning assigned to it in the Schedule to the Electric Lighting (Clauses) Act 1899.

Confirmation  
of agree-  
ments.

**3.** The Hythe agreement the Hythe supplemental agreement and the Sandgate agreement (as they are respectively set forth in the First Second and Third Schedules to this Act) are hereby respectively ratified and confirmed and made binding upon the Company the Hythe Corporation and the Sandgate Council respectively and the laying down and construction of any electric lines or works which have prior to the passing of this Act been laid down or constructed by the Company within the borough of Hythe and the urban district of Sandgate respectively in pursuance of such agreements are hereby ratified and confirmed and from and after the passing of this Act the undertaking powers rights and privileges of the Hythe Corporation and the Sandgate Council under the Hythe Order and the Sandgate Order respectively shall subject to the provisions of such agreements be and are hereby vested in and may during the continuance of such agreements respectively be exercised by the Company and the Company shall during the continuance thereof respectively be the undertakers for the purposes of the Hythe Order and the Sandgate Order respectively and of the Electric Lighting Acts 1882 and 1888 and of the Schedule to the Electric Lighting (Clauses) Act 1899 as incorporated with those Orders respectively.

In the event of the Sandgate Council or the Hythe Corporation exercising the powers of purchase conferred upon them respectively by the agreements in this section mentioned all lands buildings

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works materials and plant so purchased shall as from the date when such purchase is completed vest in the Sandgate Council or the Hythe Corporation as the case may be freed from all debts mortgages or similar obligations of the Company or attaching to the undertaking and the powers of the Company in relation to the supply of electricity under the Sandgate Order or the Hythe Order as the case may be within the Sandgate area or the Hythe area shall absolutely cease and determine and shall vest in the Sandgate Council or the Hythe Corporation as the case may be. A.D. 1906.

4.—(1) The Company for the purpose of connecting their electric lines in the Hythe area with the generating station of the Company at Folkestone or with any other generating station of the Company and of connecting the Folkestone area with the Hythe area and for the purpose of supplying electricity in the Hythe area from the Folkestone area may with the consent of the Sandgate Council lay down construct maintain and use and from time to time repair remove renew alter inspect examine and test electric lines inspection boxes apparatus and other works within the Sandgate area and may utilise such electric lines boxes apparatus and works for the transmission of electric current or energy accordingly and the laying down and construction of any electric lines boxes apparatus or works which have prior to the passing of this Act been laid down or constructed by the Company within the Sandgate area for any of such purposes as aforesaid is hereby ratified and confirmed and the Company may for such purposes or any of them maintain and use the same and exercise in that behalf any of the powers so conferred upon them. Power to lay electric lines in Sandgate.

(2) For the purpose of laying down and constructing maintaining using repairing renewing and altering such electric lines boxes apparatus and works and of examining testing regulating measuring and controlling the supply and transmission of electricity or electric current through or by means of the same and examining or testing the state thereof and of protecting the same and the electricity or electric current transmitted thereby the provisions of the Electric Lighting Act 1882 and of sections 10 11 13 to 20 61 62 69 71 72 73 76 77 and 79 to 81 of the Schedule to the Electric Lighting (Clauses) Act 1899 shall subject as aforesaid so far as applicable and except where inconsistent with the provisions of this Act or with the provisions of the Sandgate agreement hereinafter in this section referred to be incorporated with this Act and shall apply to and in the case

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A.D. 1906. — of such works and the exercise by the Company of such powers  
Provided that for the purposes of this Act the provisions of the  
Act and Schedule so incorporated shall respectively be construed  
as if "the special Act" and "the special Order" respectively  
meant this Act "the area within which the undertakers are  
authorised to supply electricity" and "the area of supply"  
respectively meant the Sandgate area and "the undertakers"  
meant the Company.

(3) In the exercise of the powers of this section the Company shall be subject to the provisions contained in Articles 7 8 9 and 11 of the Sandgate agreement notwithstanding that the Sandgate agreement may have been determined as in that agreement mentioned and so that for the purposes of this section Article 11 of the Sandgate agreement shall be construed as if matters arising out of this section were included in matters arising out of the execution of the Sandgate agreement.

(4) No electric mains or works laid under the provisions of this section shall without the consent of the Sandgate Council be used for the purpose of supplying electric energy in Sandgate and no electric mains or works used solely for the purpose of supplying electric energy in Hythe shall be purchasable under the provisions of the Sandgate agreement but if the Company cease for a period of twelve months to use any mains or works laid under the provisions of this section or the laying of which is confirmed by this section the Sandgate Council may by notice in writing require the Company to remove the same and the Company shall remove the same accordingly and shall make good to the satisfaction of the surveyor to the Sandgate Council whatever damage may be caused to any of the highways in the Sandgate area by or in consequence of such taking up and removal and in case the Company shall fail to remove such works and mains or to make good such damage as aforesaid the Sandgate Council may themselves remove such works and mains and make good such damage and the Company shall repay to the Sandgate Council the expenses so incurred by them together with ten per centum on such expenses for the cost of superintendence.

Provisions as  
to transfer of  
Hythe and  
Sandgate  
agreements.

5. In the event of the undertaking of the Company in the urban district of Folkestone being purchased by the corporation of Folkestone under the provisions of the deed of transfer dated fifteenth November one thousand eight hundred and ninety-seven referred to in the preamble of this Act the Company may with

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the consent of the Board of Trade and as regards the Hythe agreement with the consent of the Hythe Corporation and as regards the Sandgate agreement with the consent of the Sandgate Council assign the Hythe agreement and the Sandgate agreement respectively and the powers rights authorities and privileges of the Company under such agreements to a company registered under the Companies Acts and approved by the Board of Trade for the purpose and on any such assignment being made as aforesaid the undertaking powers rights and privileges of the Company derived under or by virtue of the agreements so assigned and under the section of this Act the marginal note whereof is "Confirmation of agreements" so far as such powers relate to the agreements so assigned shall be vested in and may during the continuance of such agreements be exercised by any such company to whom such agreements shall be assigned as aforesaid.

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6. The purposes for which the Company may exercise the powers conferred upon them by or under the Electric Lighting Acts 1882 and 1888 and the Folkestone Order and the Acts wholly or in part incorporated therewith respectively and the said deed of transfer of the fifteenth day of November one thousand eight hundred and ninety-seven shall be deemed to include the purposes of from time to time connecting the generating station of the Company near Shorncliffe Station Folkestone or any other generating station of the Company in the Folkestone area with their electric lines and works in the Sandgate area and of supplying energy within the Hythe area and the Sandgate area from any such station or stations and the Company may exercise such powers accordingly and may use any electric lines laid down by them in the Folkestone area under such powers as so extended for supplying energy in the Hythe area and the Sandgate area and the laying down and construction of any electric lines or works which have prior to the passing of this Act been laid down or constructed by the Company within the Folkestone area for such purposes or any of them as aforesaid is hereby ratified and confirmed and the Company may for such purposes or any of them maintain and use the same and exercise in that behalf any of the powers so conferred upon them.

Extension of powers of Folkestone Order.

7. The Company shall make full compensation for any injury or damage which may occur to any mains pipes and apparatus of the Folkestone Gas and Coke Company and the Folkestone Waterworks Company by fusion or electrolytic action caused in

For protection of gas and water companies.

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A.D. 1906. the exercise by the Company of any of the powers conferred upon them by the sections of this Act whereof the marginal notes respectively are "Power to lay electric lines in Sandgate" and "Extension of powers of Folkestone Order."

Supply of electricity to premises having separate supply.

8. Notwithstanding anything in the Electric Lighting Acts 1882 and 1888 or in the Folkestone Order or the Hythe Order or the Sandgate Order or any provisions of the Schedule to the Electric Lighting (Clauses) Act 1899 incorporated with the Hythe Order or the Sandgate Order respectively a person shall not be entitled to demand or to continue to receive from the Company or from the Folkestone Corporation the Hythe Corporation or the Sandgate Council in the Folkestone area the Hythe area or the Sandgate area respectively a supply of electricity for any premises having a separate supply unless he has agreed with such company corporation or council to pay to them such minimum annual sum as will give them a reasonable return on the capital expenditure and will cover other charges incurred by them in order to meet the possible maximum demand for those premises. The sum to be so paid shall be determined in default of agreement by arbitration under the Electric Lighting Act 1882.

Power to Hythe Corporation and Sandgate Council to transfer their undertakings.

9.—(1) The Hythe Corporation at any time after the determination of the Hythe agreement and the Sandgate Council at any time after the determination of the Sandgate agreement respectively may with the consent of the Board of Trade by deed to be approved by the Board of Trade transfer their rights powers duties and liabilities under the Hythe Order and the Sandgate Order respectively and any works constructed thereunder respectively to the Company subject to such exceptions and modifications for any and every such period and upon such terms and conditions as may be specified in the deed relating to any such transfer and during the said period but subject to the provisions of the said Orders the Company shall to the extent of the rights powers duties and liabilities so transferred be the undertakers for the purposes of those respective Orders.

(2) Any capital moneys received by the Hythe Corporation or the Sandgate Council in respect of any transfer under this section shall be applied by such corporation or council in manner provided by subsection (2) of section 7 of the Schedule to the Electric Lighting (Clauses) Act 1899.



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(3) In the event of the Hythe Order or the Sandgate Order and the undertaking by either of such Orders authorised being acquired by the Company under this section the provisions of section 2 of the Electric Lighting Act 1888 shall subject to the terms and conditions on which such Order was transferred apply to the undertaking so acquired. Provided that the periods at which the local authority may under the provisions of the said section re-purchase such undertaking or so much thereof as is within their jurisdiction shall be reckoned from the date of the acquisition thereof by the Company. A.D. 1906

(4) None of the provisions of the Hythe Order or the Sandgate Order if so acquired by the Company or of the Electric Lighting Acts 1882 and 1888 shall except with the consent of the Company extend to authorise the purchase by the Hythe Corporation or the Sandgate Council as the case may be of any lands buildings generating station plant materials mains or other works of the Company used or required for the purposes of supplying any district outside the area of supply under the Order so acquired.

**10.** The following provisions for the protection of the mayor aldermen and burgesses of the borough of Folkestone (in this section called "the corporation") shall unless otherwise agreed between the corporation and the Company have effect (that is to say):— For protection of Folkestone Corporation.

- (1) If under the provisions of the recited deed of transfer dated the fifteenth day of November one thousand eight hundred and ninety-seven the corporation require the Company to sell the undertaking under the Folkestone Order the Company shall convey and transfer to the corporation but at the expense of the corporation as part of such undertaking the whole of their lands buildings and generating plant situate within the Folkestone area excepting only any buildings and plant which are used only for generating electricity for use without the Folkestone area and are detached and separate from the existing generating station or so arranged as to be capable of being conveniently so detached and separated together with the land whereon such buildings and plant are situate:

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- (2) In determining the price payable on such sale no account shall be taken of any lands buildings and generating plant or of any moneys expended therein or thereupon which under the last preceding subsection the Company shall not be required to sell to the corporation. Any question as to the price payable under Article 21 of the said recited deed of transfer as modified by this section shall be determined by arbitration and on such arbitration the arbitrator may deduct from the sums certified by any auditor appointed by the Board of Trade as in that article mentioned any part of such sums which may have been expended on lands buildings or generating plant not so required to be sold as aforesaid as if the same had not been properly expended within the meaning of the said Article 21:
- (3) No electric lines or works laid or constructed by the Company within the Folkestone area under the section of this Act whereof the marginal note is "Extension of powers of Folkestone Order" or the laying down and construction whereof is confirmed by that section shall be deemed to be part of the undertaking under the Folkestone Order for the purposes of Articles 20 and 21 of the said recited deed of transfer or for the purpose of any enactment or provision relating to the accounts of the undertaking under the Folkestone Order:
- (4) If on the purchase by the corporation of the undertaking under the Folkestone Order or any part thereof the Company retain lands buildings and generating plant within the Folkestone area the provisions of the section of this Act whereof the marginal note is "Extension of powers of Folkestone Order" shall subject to the provisions hereinafter contained continue to apply as if the Company were for that purpose undertakers under the Folkestone Order as amended by this Act but if on such purchase the Company do not retain such lands buildings and generating plant as aforesaid the Company shall if reasonably required by the corporation remove all electric lines and works laid or constructed or the laying down whereof is confirmed by the said section and reinstate the roadway to the satisfaction of the corporation:

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- (5) On any purchase by the corporation of the undertaking under the Folkestone Order no sum shall be paid or allowed for loss occasioned by severance: A.D. 1906.
- (6) The Company may if they so desire pull down or take up and remove any buildings plant electric lines or other works which they shall not be required to sell to the corporation but this power shall be exercised in a reasonable manner and so as so far as possible not to interfere with the working of the rest of the undertaking in the hands of the corporation and if any such interference is caused by the Company they shall pay to the corporation any damages which they may suffer in consequence thereof the amount of such damages to be settled by arbitration in case of difference:
- (7) The Company before commencing to lay or construct any electric lines or works under the section of this Act whereof the marginal note is "Extension of powers of Folkestone Order" shall serve upon the corporation a notice with plan and sections for their approval specifying the works and the line of route and the dimensions and position of the proposed trench and shall not lay or construct such lines and works except in accordance with such plan and sections as the corporation may reasonably approve Provided that if the corporation do not within twenty-one days after service object to such plan and sections the corporation shall be deemed to have approved the same:
- (8) Any difference between the corporation and the Company as to anything required to be done or otherwise arising under this section shall be determined by an arbitrator appointed failing agreement by the Board of Trade and the Arbitration Act 1889 shall apply to such arbitration.

11.—(1) Nothing in the Folkestone Order or the Hythe Order or the Sandgate Order or in this Act contained shall authorise the mayor aldermen and burgesses of the borough of Folkestone or the Hythe Corporation or the Sandgate Council or the Company or any of them to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by His Majesty's Principal Secretary of State for the War Department or

For protec-  
tion of War  
Department  
and Ad-  
miralty.

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the Admiralty or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Secretary of State or the Admiralty including the right privilege or power directly or indirectly to supply or exercise any powers or execute any works for the supply of electrical energy within the Folkestone area or the Hythe area or the Sandgate area or any of the said areas for the purposes of supplying electricity to property vested in or in anywise occupied by or in the possession of the said Secretary of State or the Admiralty or their tenants without the previous consent in writing under the hand of the said Secretary of State or under the hand of the Secretary of the Admiralty as the case may be and which consent the said Secretary of State or the Secretary to the Admiralty as the case may be is hereby authorised to give subject to such special conditions as they shall see fit to impose on the said borough corporation council or company or any of them.

(2) Section 69 of the Schedule to the Electric Lighting (Clauses) Act 1899 shall for the purposes of this Act (so far as it is incorporated with the Folkestone Order the Sandgate Order the Hythe Order or this Act) be read as if the words "or His Majesty's Principal Secretary of State for the War Department" were added after the words "Postmaster-General" at the end of paragraph (c) of subsection (1) of that section.

For pro-  
tection of  
Postmaster-  
General.

**12.** All provisions for the protection of the Postmaster-General and his telegraphic lines and his rights in respect thereof which are contained in the Electric Lighting Act 1882 or in the Schedule to the Electric Lighting (Clauses) Act 1899 shall be incorporated with and form part of this Act and shall extend and apply to the works already executed and by this Act ratified and confirmed and to the works to be executed by the Company under the powers conferred by this Act.

Copy of Act  
to be regis-  
tered.

**13.** The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

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There shall be paid to the registrar by the Company on such copy being registered the like fee as is for the time being payable under the Companies Act 1862 on registration of any document other than a memorandum of association. A.D. 1906.

**14.** Notwithstanding anything in this Act the provisions of the clauses hereinafter referred to of the Hythe agreement the Hythe supplemental agreement and the Sandgate agreement as respectively set forth in the Schedules hereto may by agreement between the parties thereto respectively be varied and altered:—

Hythe agreement clauses 3 7 8 11 13 and 15;

Hythe supplemental agreement clauses 1 to 7;

Sandgate agreement clauses 3 4 and 10.

**15.** All costs charges expenses and liabilities of and preliminary to and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be borne and paid by the Company. Costs of Act.

A.D. 1906.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

THIS INDENTURE made the eleventh day of September one thousand nine hundred and two Between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HYTHE (hereinafter called "the corporation") of the one part and the FOLKESTONE ELECTRICITY SUPPLY COMPANY LIMITED (hereinafter called "the Company") of the other part.

WHEREAS the corporation applied for and obtained from the Board of Trade a Provisional Order under the Electric Lighting Acts 1882 and 1888 incorporating the Schedule to the Electric Lighting (Clauses) Act 1899 except sections 83 and 84 of such Schedule (being the Hythe Electric Lighting Order 1900 which is hereinafter called "the Order") for the supply of electrical energy as therein mentioned within the district of the borough of Hythe in the county of Kent as constituted at the commencement of the Order (which district is hereinafter referred to as "the district") and the Order was confirmed by the Electric Lighting Orders Confirmation (No. 6) Act 1900 and the corporation are the undertakers for the purposes of the Order:

And whereas the corporation deem it inexpedient for the present to undertake on their own behalf the generation and supply of electrical energy within the district and it has been agreed that the Company shall undertake such supply upon the terms hereinafter mentioned:

Now it is hereby mutually covenanted by and between the parties hereto as follows:—

1. The Company shall pay to the corporation the costs of all superintendence by the corporation of works of opening of roads and footways whether such superintendence is required by the Order or this agreement or any Act of Parliament incorporated with either of them but such costs shall be limited to a sum not exceeding fifty pounds.

2. The Company shall during the continuance of this agreement have the right to supply electrical energy for lighting heating and motive power within the district and shall continuously maintain an

adequate supply for all such purposes so as to fulfil all the obligations in this respect of the corporation under the Order. A.D. 1906.

3. This agreement shall continue in force until determined in manner following (that is to say):—

- (A) By six calendar months' notice in writing from the corporation to expire at the end of fourteen years or any subsequent seven years from the date hereof:
- (B) By mutual consent at any time:
- (C) By notice from the corporation at any time if the Company shall fail to reasonably perform any of its obligations under these presents.

4. The Company shall during the continuance of this agreement perform all the obligations required by the Order and in all respects comply with and carry out the provisions of the Order.

5. If the Company desire to erect within the district any buildings works machinery or plant for the purpose of generating electricity or electrical energy then the Company shall obtain the approval of the corporation to the site selected by the Company for the erection of such buildings works machinery or plant but such approval shall not be unreasonably withheld Provided always that nothing in this clause contained shall prevent the Company from erecting a sub-station within the said district for the supply of electricity or electrical energy from their present works at Folkestone or elsewhere out of the said district without requiring the consent of the corporation thereto.

6. The Company shall before laying or fixing any mains wires street boxes or other works or appliances within the district notify the proposed positions thereof to the corporation and shall lay and fix the same only in such positions as the corporation shall approve and the patterns of all street boxes shall be approved by the corporation.

7. All works of excavation or opening up of streets or public roads and any other work involving the breaking of the streets or public roads whether carried out under the powers of the Order or this agreement or any Act of Parliament incorporated with either of them shall in addition to any statutory liability of the Company be carried out under the superintendence of and to the reasonable satisfaction of the authorised officer of the corporation and the cost of such superintendence shall be paid for by the Company under paragraph 1 of this agreement and the Company shall in carrying out such works use such materials only as shall be reasonably approved of by such officer The Company shall also in addition to any statutory obligation which

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they may be under conform to the reasonable directions of the corporation for securing the free passage of traffic in any street road or footway which may be broken up under the powers of the Order or this agreement and for preventing any needless injury or inconvenience to or in the said street road or footway or to persons residing or carrying on business therein. If in the construction of any works authorised by the Order or this agreement or any Act incorporated therewith any alteration of or interference with the sewers or manholes of the corporation is required all works connected with such alteration or interference shall unless otherwise agreed be forthwith carried out by the corporation in a proper and reasonable manner but at the expense in all respects of the Company.

8. The existing lanterns and lamp standards of the corporation shall be used for the purpose of lighting the streets and public roads and spaces within the district and in case the corporation shall require any additional lights the corporation shall supply the standards and lanterns therefor and all standards and lanterns now belonging to or hereafter supplied by the corporation shall remain and be the property of the corporation. The corporation shall be at liberty to alter the position of any standard as they shall think fit on giving fourteen days' notice to the Company.

9. The Company shall render to the corporation on the thirty-first day of March in each year a full account of the capital expenditure working expenses and revenue incurred or earned by the Company in respect of the district for the then preceding year or in case of the first of such accounts from the date hereof and shall supply to the corporation and its officers all such information and particulars in respect thereof as may be reasonably required and shall keep and permit the corporation and its officers to inspect a proper map of the district as required by law or by the Board of Trade.

10. The prices to be charged to consumers within the district for electrical energy shall not in any case exceed upon the maximum demand system sevenpence per unit for the first hour fourpence per unit for the second hour and twopence per unit for any further quantity.

11. The voltage of the distribution supply within the district shall unless otherwise agreed between the corporation and the Company be similar to that of the existing distribution supply at Folkestone and the supply itself shall conform as regards constancy of voltage and in all other respects to the Board of Trade regulations if any in force in respect of the district and (so long as there are no such regulations) to the Board of Trade regulations in force at Folkestone and to all statutory requirements.



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12. The corporation shall adopt and maintain electricity for the lighting of all streets public roads and public spaces within the district so far as the same may be lighted at all save that if the cost of capital expenditure for mains lanterns and standards for any particular lamp would exceed the sum of ten pounds or for any series of lamps would exceed ten pounds per lamp the corporation may for such lamp or lamps use any other form of illuminant and the corporation shall not be entitled to require the Company to supply electrical energy in case the cost of capital expenditure for lamps would exceed ten pounds. The Company shall supply electric light for the purposes of lighting public streets roads and spaces (including the maintenance and repair of mains wires lamps or appliances and including also the cost of turning the light off and on from all the lamps supplied by any main or cable which may be used for lighting such lamps directly from the works of the Company and used only for the purpose of such lamps) at a rate not exceeding threepence per unit and not exceeding the average cost of  $\cdot 271d.$  per lamp per hour. Provided always that each lamp shall be such as will be sufficient to provide a light of at least twenty-five candle power. And provided also that in the event of the lamps not being supplied by such separate cable as aforesaid the corporation shall at their own expense turn the light off and on. And provided also that the Company shall not be bound to supply energy under this clause to any lamp unless such lamp be within eighty yards from some distributing main in which the Company are for the time being required to maintain or are maintaining a supply of energy for the purposes of general supply. A.D. 1906.

13. The Company shall at their own expense once in every week properly cleanse the lamps used for electrically lighting public streets roads and spaces as aforesaid and the glass of the lanterns of the same to the satisfaction of the corporation. The Company shall not be required to provide any arc lamps except under special agreement from time to time. The Company shall if and when required supply to the corporation (for use by the corporation and not for re-sale) electrical energy for the purposes of motive power upon the maximum demand system at the rate of fourpence per unit for the first hour and three halfpence per unit for any further quantity and shall provide all appliances for transmitting and supplying such energy to the corporation buildings where the same is to be used.

14. The Company shall fulfil all the obligations and be entitled to the benefit of all the rights and privileges of the corporation under the Order or under the Electric Lighting Acts and other Acts relating to the supply of electricity within the district and shall indemnify the corporation against the same and all actions proceedings claims demands costs charges expenses and liabilities for or in respect or on account

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A.D. 1906. thereof and the corporation shall at the request and cost of the Company execute and do all acts deeds and things which may reasonably be required for securing to the Company the full benefit of this agreement.

15. On the determination of this agreement by any means the corporation shall purchase from the Company the whole of the undertaking of the Company within the district so far as may have been reasonably necessary for the supply of electricity within the district only including all lands buildings works materials and plant within the district which may have been necessarily and reasonably purchased and erected by the Company for the supply of electric current for the requirements of the district only the price to be paid by the corporation to the Company being the capital actually expended by the Company within the district including as part of such capital the sum paid by the Company to the corporation in respect of the costs charges and expenses of the corporation in or about the obtaining confirming protecting maintaining and fulfilling the Order and the corporation shall in addition to the amount of such capital expenditure pay to the Company a further sum as follows (that is to say):—

- (A) In case of determination at the end of or within fourteen years from the date hereof fifteen pounds per centum on the capital if any actually expended by the Company within the district in providing buildings plant and works for generating electric energy and twenty-five pounds per centum on the residue of the capital actually expended:
- (B) In case of determination after such fourteen years fifteen pounds per centum on the capital if any actually expended by the Company within the district in providing buildings plant and works for generating electric energy and twenty pounds per centum on the residue of the capital actually expended but no such additional payment shall be required in case this agreement is determined by notice under clause 3 (c) hereof.

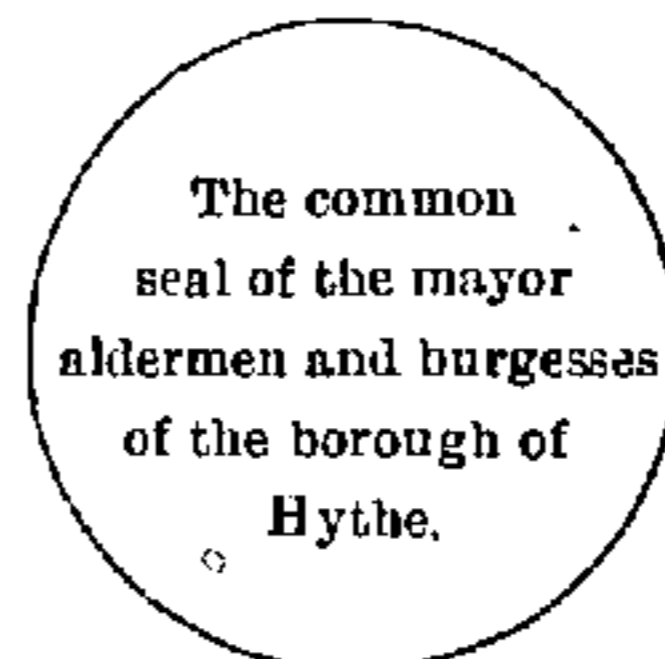
16. Until such purchase money shall be actually paid or satisfied the Company shall be entitled if they think fit to continue to supply electricity and electrical energy upon the terms hereof and generally to have the same benefit from these presents as if these presents had not determined.

17. If any dispute difference or question shall arise as to the construction meaning or effect of these presents or the rights or liabilities of either party hereunder or as to any other matter or thing arising hereunder or in connection with the premises the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either party and such reference shall be deemed to be a reference to a sole arbitrator pursuant to the Arbitration Act 1889.

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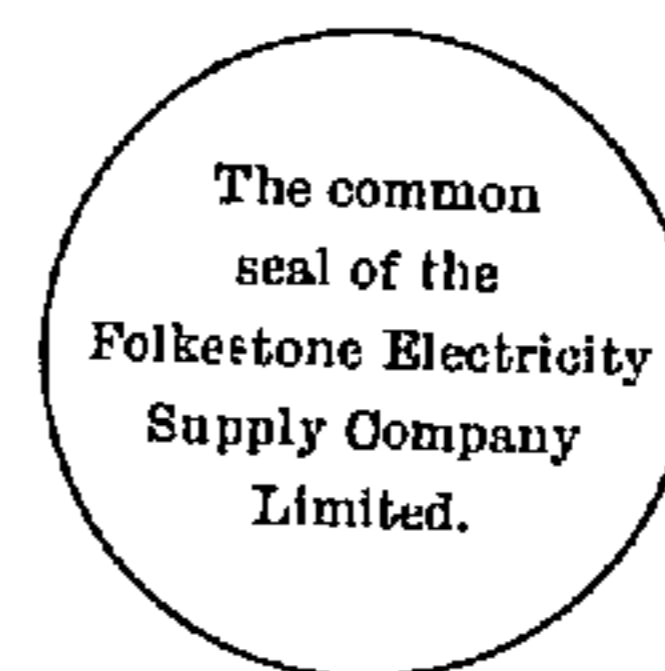
In witness whereof the said parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written. A.D. 1906.

The common seal of the mayor aldermen and burgesses of the borough of Hythe was hereunto affixed in pursuance of a resolution passed at a meeting of the council held the tenth day of September one thousand nine hundred and two in the presence of



GEO. S. WILKS Town Clerk.

The common seal of the Folkestone Electricity Supply Company Limited was hereunto affixed in the presence of



G. SPURGEN  
STEPHEN PENFOLD } Directors.

FREDERIC HALL Secretary.

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THE SECOND SCHEDULE.

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THIS INDENTURE made the fourteenth day of October one thousand nine hundred and three Between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF HYTHE (hereinafter called "the corporation") of the one part and the FOLKESTONE ELECTRICITY SUPPLY COMPANY LIMITED (hereinafter called "the Company") of the other part supplemental to an indenture (hereinafter called "the principal indenture") dated the eleventh day of September one thousand nine hundred and two and made between the corporation of the one part and the Company of the other part.

WHEREAS at the request of the corporation the Company have agreed to undertake the entire public lighting of the borough of Hythe whether by electricity or another illuminant upon the terms hereinafter contained:

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Now it is mutually covenanted by and between the said parties hereto:—

1. That as and from the eleventh day of June last the Company hereby undertake the entire lighting of the public lamps of the borough of Hythe both present and future so long as the principal indenture shall remain and be in force.

2. The corporation shall pay to the Company the sum of five hundred and sixty pounds per annum by four equal quarterly payments on the thirtieth day of September the thirty-first of December the thirty-first day of March and the thirtieth day of June in every year and by such further quarterly payments any further sum as may from time to time become due under the terms of this agreement.

3. The said sum of five hundred and sixty pounds shall include the supply of electric current for the purpose of lighting the said public lamps and until the said lamps shall be lighted by electric current the cost of the supply of gas oil or any other illuminant and the costs of turning the said lamps on and off the cleaning painting and entire maintenance of all lamp-posts and brackets and all other costs incidental thereto.

4. Any additional public lamps beyond those in existence on the eleventh day of June last which may at any time thereafter be required by the corporation to be lighted shall be paid for by the corporation at the rate of three pounds and fifteen shillings per lamp per annum which sum shall include all the costs and charges included in the last preceding clause.

5. The corporation shall supply and erect or fix all additional lamp columns and brackets beyond those which were the property of the corporation on the eleventh day of June last and then erected or fixed.

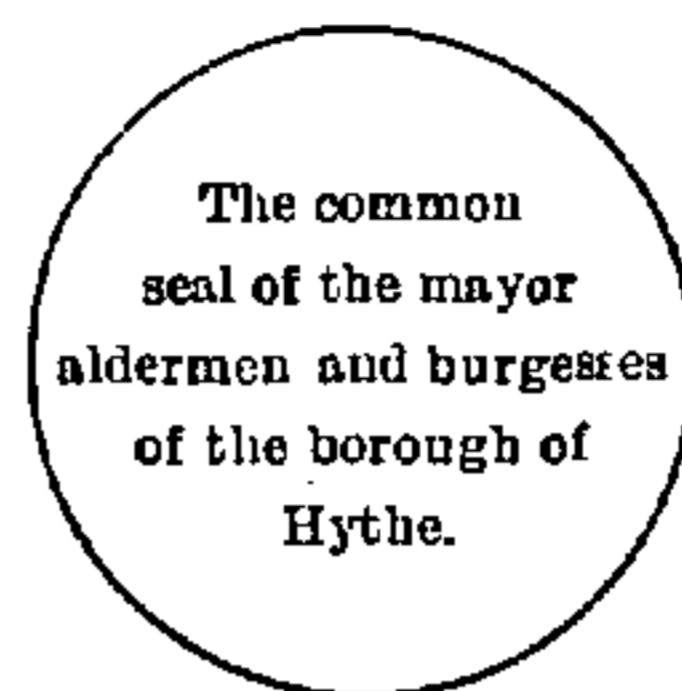
6. The hours of lighting the said lamps whether by electricity or any other illuminant shall be from sunset to one o'clock a.m. throughout the entire year and should any of the said lamps not be so lighted and continue lighted during this period a reduction pro rata shall be made for the time that all or any of such lamps shall be unlighted.

7. The Company shall forthwith with all reasonable dispatch and subject to the last proviso in clause 12 of the principal indenture transform the said lamps and supply electric current to the same the light from such lamps when transformed shall not be of less candle power than that given by the previous form of illuminant and shall conform in all reasonable respects to the requirements of the surveyor for the time being of the corporation. Except as varied by these presents all the provisions of the principal indenture shall remain in full force and virtue.

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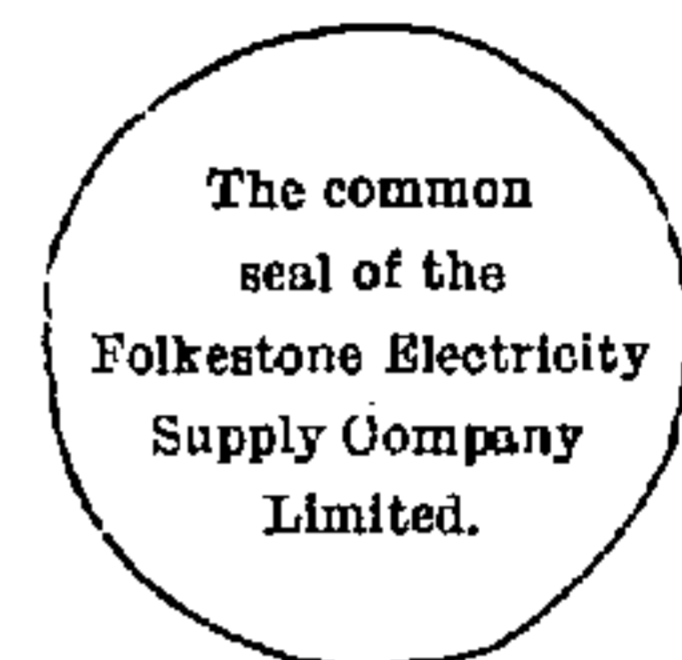
In witness whereof the said parties to these presents have hereunto A.D. 1906.  
caused their respective common seals to be affixed the day and year  
first above written.

The common seal of the mayor aldermen and  
burgesses of the borough of Hythe was here-  
unto affixed at a meeting of the town council  
held this fourteenth day of October one  
thousand nine hundred and three in the  
presence of



GEO. S. WILKS Town Clerk.

The common seal of the Company was here-  
unto affixed in the presence of



G. SPURGEN }  
S. PENFOLD } Directors.

FREDERIC HALL Secretary.

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THE THIRD SCHEDULE.

AN AGREEMENT made the nineteenth day of May one thousand nine hundred and three Between the COUNCIL FOR THE URBAN DISTRICT OF SANDGATE in the county of Kent (hereinafter called "the council") of the one part and the FOLKESTONE ELECTRICITY SUPPLY COMPANY LIMITED having a registered office at Bank Chambers Folkestone in said county of Kent (hereinafter for itself its successors and assigns referred to as "the Company") of the other part.

WHEREAS by an Order of the Board of Trade confirmed by the Electric Lighting Orders Confirmation (No. 6) Act 1900 and hereinafter called "the Electric Lighting Order" the council is authorised to construct works for the supply of and to supply electrical energy within the district of Sandgate:

And whereas the Company has been incorporated for the purposes (inter alia) of carrying on at Folkestone aforesaid and elsewhere the business of an electric lighting company and for the purposes aforesaid

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A.D. 1906. of entering into agreements with any public or local authority for working or carrying out Provisional Orders of the Board of Trade under the Electric Lighting Acts :

And whereas it has been agreed by and between the council and the Company that the Company shall enter into a contract for the execution by the Company of all works and other things necessary and convenient for supplying electrical energy within the district of the council under the Electric Lighting Order and for the maintenance of such works and things and for the supply of such energy to the council and the inhabitants of the said district for such period upon such terms and in such manner as hereinafter appears and for the indemnification of the council during such period against its obligations under the said Order :

Now these presents witness that the council and the Company do hereby respectively covenant and agree as to the things to be observed and performed by them respectively the one with the other of them in manner following (that is to say) :—

1. The Company shall be entitled to and shall within six months from the date hereof but so that none of the works hereinafter authorised shall be executed during the months of July August and September or any of them without the previous consent of the council execute and do under the superintendence and to the reasonable satisfaction of the authorised officer of the council all works and other things necessary and convenient for supplying electrical energy within the district of the council so as to fulfil all the obligations in this respect under the Electric Lighting Order and in particular shall lay distributing mains in each of the following streets viz. The Upper Folkestone Road the High Street the Esplanade Road Sunnyside Road Wellington Place Prospect Road Wilberforce Road (in the Electric Lighting Order called Chapel Street) Granville Road East and West the Parade the Military Road (East) and the Undercliff Footway or in such of the said streets as the council shall reasonably prescribe And may for the purposes aforesaid or any of them acquire all such lands and erect all such buildings as shall be reasonably necessary for the purposes of such supply as aforesaid subject nevertheless to the proviso agreement and declaration in that behalf hereinafter contained And shall during the continuance of this agreement supply electrical energy for the purposes of public and private lighting to the council and the inhabitants of the council's district upon terms and at charges not exceeding those in article four of this agreement set forth And shall duly and effectually comply with the provisions of the Electric Lighting Order and perform all the obligations of the council thereunder and preserve the same from being revoked by the Board of Trade or other lawful authority having jurisdiction in respect of the revocation thereof and in case the same shall be revoked through any

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fault or neglect on the part of the Company their agents servants or workmen shall pay damages to the council in respect thereof And shall so long as electrical energy is supplied pursuant to this agreement save defend and keep indemnified the council from and against all and all manner of actions prosecutions and other judicial proceedings claims and demands whatsoever by or on behalf of the Crown or any corporation company body person or persons what or whomsoever for or on account of any deed matter or thing whatsoever done or omitted by the Company under or under colour of the Electric Lighting Order and of this agreement and of all works and things executed and done thereunder or in any manner relating thereto respectively And particularly will repay to the council on demand all penalties damages and other payments which the council may incur or be or become liable to pay or make by reason of any breach by or through any fault or neglect of the Company their agents servants or workmen of any of the provisions of the existing or any statutes for the time being in force relating to the establishment of electrical undertakings and the generation storing and supply of electrical energy (hereinafter called "the Electric Lighting Acts") or of the Electric Lighting Order or by reason of any misfeasance or omission of the Company their servants workmen or agents in respect of the premises or of any matter provided for by this agreement And shall before laying or fixing any mains wires street boxes or other works or appliances within the council's district notify the proposed positions thereof to the council and shall lay and fix the same only in such positions as the council shall approve (but such approval shall not be unreasonably refused) and shall lay and fix street boxes of such pattern only as may (in regard to the visible portions thereof) be approved by the council and shall in addition to any statutory liability of the Company carry out any works of excavation or opening up of streets or public roads and any other works involving the breaking up of the streets or public roads whether carried out under the powers of the Electric Lighting Order or this agreement or any Act of Parliament incorporated with either of them under the superintendence of and to the reasonable satisfaction of the authorised officer of the council And shall from time to time pay to such officer the reasonable cost of such superintendence but such cost during the period of twelve months from the date hereof shall be limited to a sum not exceeding fifty pounds And shall in carrying out any such work use such materials only as shall be reasonably approved of by such officer The Company shall also in addition to any statutory obligation which it may be under conform to the reasonable directions of the council for securing the free passage of traffic in any street road or footway which may be broken up under the powers of the Electric Lighting Order or this agreement and for preventing any needless injury or inconvenience to or in the said street road or footway or to persons lawfully using the same or residing or carrying on business in premises to which access is gained therefrom

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A.D. 1906. Provided that if in the construction of any works authorised by the Electric Lighting Order or this agreement or any Act incorporated therewith any alteration of or interference with any water mains gas mains sewers or manholes belonging to the council is required all works connected with such alteration or interference shall unless otherwise agreed be forthwith carried out by the council in a proper and reasonable manner at the expense in all respects of the Company And shall during the continuance of this agreement uphold maintain and keep the said works and things and all other works and things which may from time to time be executed and done under the Electric Lighting Order in good repair and condition to the satisfaction aforesaid And shall permit the council and its engineer at all reasonable times to inspect all such works and things and shall from time to time make good all wants of reparation which shall be then and there found whereof notice in writing shall be given to the Company or its secretary or left at the usual or last known office of the Company in England or if there shall be no such office published once in the London Gazette Provided always and it is hereby agreed and declared that the Company shall not acquire any lands or erect any buildings for the purposes aforesaid or any of them without the consent of the council under its common seal first had and obtained but such consent shall not be arbitrarily withheld except it shall appear to the council that the acquisition of such lands or the erection of such buildings will damage or depreciate or tend to damage or depreciate adjoining or neighbouring property or interfere with the enjoyment or beneficial occupation thereof.

2. The Company shall during the continuance of this agreement have the right under the Electric Lighting Order to supply electrical energy for lighting heating and motive power within the district of the council and shall continuously maintain an adequate supply for all such purposes so as to fulfil all the obligations in this respect of the council under the Electric Lighting Order.

3. The council shall be at liberty by such notice in writing as is hereinafter prescribed given or sent by registered post to the secretary for the time being of the Company or left at its usual or last known office in England or if there shall be no such office published once in the London Gazette to determine this agreement at the respective times or after the happening of any of the events hereinafter mentioned (that is to say):—

(A) By not less than six calendar months' previous notice at any time during the period of ten years from the date hereof or at the expiration of such period:

(B) After the expiration of such period by not less than one year's previous notice expiring at the expiration of fourteen twenty-one twenty-eight or thirty-five years from the date hereof:



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(c) By notice given within six calendar months after the expiration of forty-two years from the date hereof or within six calendar months after the expiration of every subsequent period of ten years: A.D. 1906.

(d) By one calendar month's notice upon the breach or non-performance or non-observance by the Company of any of the covenants herein contained and by the Company to be performed or observed or of any of the conditions herein contained for the performance or observance of any act or thing by the Company or of any obligation by the Company hereunder or under the Electric Lighting Acts or the Electric Lighting Order:

And upon such notice being given sent left or published as the case may be and upon the expiration of the said respective periods of six calendar months one year and one month this agreement shall absolutely cease and determine except as to the respective liabilities or obligations of the Company and the council thereunder and as to Articles 10 11 12 and 13 hereof.

4. Subject to the provisions of the Electric Lighting Order and of any Act incorporated therewith and of any Order of the Board of Trade made thereunder the Company shall under the provisions hereof and to the satisfaction of the authorised officer of the council supply by means of its distributing mains electrical energy for public and for private lighting and for other purposes in the council's district upon the terms following (that is to say):—

(A) The Company shall supply and the council shall take electrical energy for public lighting from the Company on the terms and subject to the conditions following:—

(1) The Company shall at its own expense provide and erect in the Upper Folkestone Road the High Street and the Esplanade or some or one of them at such places as the council shall select not less than twelve standards each supporting an arc lamp of two thousand nominal candle power and a subsidiary incandescent lamp equivalent to thirty-two candle power or two such lamps equivalent to sixteen candle power each;

(2) The Company shall affix to such of the existing lamp pillars or such other pillars to be supplied by the council in the council's district (not exceeding in the whole the number of fifty-five pillars exclusive of the standards supporting the arc lamps) as shall be prescribed by the council incandescent lamps equivalent to twenty-five candle power;

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(3) The standards and lamps shall be selected by the council or its authorised officer and the Company shall on receiving fourteen days' previous notice from the council alter the position of any standard or lamp pillar in such manner as the council shall require and at the expense of the council ;

(4) The Company shall from time to time and at all times hereafter maintain and keep in good order and condition the said standards pillars and lamps and renew the same when necessary to the satisfaction of the council or its authorised officer ;

(5) The Company shall supply the necessary electrical energy for the lighting of the said respective lamps and shall light the same and shall keep the same lighted between sunset and sunrise every day during the continuance of this agreement. Provided always that after the time of midnight the Company shall not be compellable to keep lighted any of the said arc lamps specified in subsection 1 of clause 4 (A) hereof but shall sufficiently discharge its obligations hereunder by keeping lighted the said subsidiary lamps ;

(6) The Company shall at its own expense properly cleanse the lamps used for electrically lighting public streets roads ways and spaces in the council's district and the glass of the lanterns of the same to the satisfaction of the council ;

(7) The voltage of the distribution supply within the council's district shall unless otherwise agreed be the same as that of the existing distribution supply from time to time at Folkestone and the supply itself shall conform as regards constancy of voltage and in all other respects to the Board of Trade regulations (if any) in force in respect of the council's district and (so long as there are no such regulations) to the Board of Trade regulations in force at Folkestone and to all statutory requirements ;

(8) The council shall pay and the Company shall accept in full satisfaction of the services to be rendered by the Company to the council under clause 4 (A) of this agreement (including the maintenance and repair of mains wires lamps or appliances and including also the turning the light on and off from all the lamps supplied by any main or cable which may be used for lighting such lamps directly from the works of the Company and used only for the purpose of such lamps) by four equal quarterly payments on the usual

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feast days the yearly sum of three hundred and fifty pounds; A.D. 1906.

(9) The council may from time to time by giving three months' notice in writing to the Company or its secretary or by leaving the same at the usual or last known office of the Company in England or if there be no such office by publishing such notice once in the London Gazette require the Company to erect any additional standards and lamps in the council's district together with proper meters and the Company shall thereupon erect and maintain such lamps and meters and supply electrical energy to and light and keep lighted between such times as aforesaid and thereafter extinguish such lamps and the council shall pay and the Company shall receive in full satisfaction for such erection maintenance supply lighting and extinguishing such sum not exceeding threepence for each Board of Trade unit of electrical energy so supplied to each such lamp as may be agreed upon between the parties hereto or failing agreement determined by arbitration under section 34 of the Electric Lighting (Clauses) Act 1899 And all provisions herein contained with respect to the Company and to the works and things to be constructed or done by the Company shall apply to such additional standards and lamps and meters so far as they are applicable:

- (b) The Company shall supply electrical energy for private lighting within the district of the council on the maximum demand system at prices not exceeding the prices following viz. sevenpence per unit for the units which would have been consumed had the maximum demand been maintained for an average of one hour per day for the half-year expiring on the thirtieth day of June or thirty-first day of December and at the rate of fourpence per unit for the extra current which would have been consumed by the maximum demand having been maintained for two hours per day and at the rate of twopence per unit for all units consumed in excess of the above during a period of one half-year expiring on the thirtieth day of June or thirty-first day of December or at the option of the consumer at a price for the actual amount of energy supplied not exceeding sixpence per unit:
- (c) The Company shall supply electrical energy for purposes other than lighting to private consumers upon the maximum demand system as defined by Article 4 (b) hereof between the hours of sunrise and sunset at a rate not exceeding fourpence per unit for the first hour and three half-pence per unit for any further quantity:

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Provided always that if at any time after the expiration of seven years from the date hereof either the council or the Company shall so desire and of such desire shall serve the other party with notice in writing the prices or methods of charge specified in this article shall be subject to revision and any dispute with regard thereto shall be submitted to arbitration in manner hereinafter provided Any such notice as aforesaid may be served on the council by leaving the same at the office of the council and on the Company by leaving the same at the last known office of the Company in England or if there shall be no such office by publishing the same once in the London Gazette.

5. The Company shall for the purposes of this agreement and subject to the provisions thereof be entitled to exercise all such powers rights and privileges and shall be subject to all such liabilities and obligations under the Electric Lighting Acts and the Electric Lighting Order and the Acts of Parliament incorporated therewith respectively as it would be entitled to exercise and be subject to respectively if it were named in the said Order as undertakers other than a local authority and the council shall be entitled to exercise all such powers rights and privileges in relation to the undertaking (subject nevertheless as to its powers and rights of purchase to the provisions of this agreement) as it would be entitled to exercise as a local authority if the Company had been the undertakers under such Order it being the intention of the parties to this agreement for the purposes thereof as between the council and the Company that the Company shall subject as aforesaid be considered to be the undertakers and the undertaking to be the undertaking of the Company and that the council shall be considered to be the local authority not being itself the undertakers.

6. The Company shall not assign the benefit of this agreement to or sub-contract for the execution thereof with any council corporation body person or persons what or whomsoever.

7. All works acts or things which shall be from time to time executed or done by the Company or any person authorised by it for the purposes aforesaid or any of them shall if required by the council be executed under the superintendence and to the reasonable satisfaction of the authorised officer of the council and no works other than works of necessary repair shall be executed or done in the months of June July August and September or any of them in any year without the previous consent of the council.

8. In constructing any works or doing any act or thing hereby authorised to be constructed or done the Company shall take all such steps as the authorised officer of the council shall reasonably prescribe to protect the water mains gas mains sewers and other works and

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property of the council against damage and in case such water mains gas mains sewers or other works or property shall be damaged or injuriously affected by reason of the execution of any such works by the Company or by reason of their existence in contiguity with such water mains gas mains sewers and other works of the council the council shall be at liberty forthwith to make good such damage or loss as they shall have sustained by reason of such works acts or deeds of the Company at the discretion of the council and the Company shall on demand pay to the council such sum or sums as the council shall have actually expended in making good such damage or loss plus ten per cent. on such sum or sums for establishment charges If any such works or things of the council shall be injuriously affected by electrolytical action at any time while the Company are the only suppliers of electricity in the district it shall be presumed until the contrary be proved that they have been so affected by the works of the Company and that whether or not the said works shall have been executed under the superintendence of any officer of the council.

9. Notwithstanding anything contained in the Electric Lighting Acts or the incorporated statutes if any streets or roads within the district of the council shall be damaged or disturbed by the Company their servants or agents in executing any such works or doing any such things as aforesaid the council shall be at liberty forthwith to make good such damage or disturbance and the Company shall on demand pay to the council any sum or sums which shall have been actually expended by it in making good such damage or disturbance plus ten per cent. on such sum or sums for establishment charges.

10.—(A) If this agreement shall be determined in manner provided by Article 3 (A) hereof the Company shall sell and the council shall purchase all lands buildings works materials and plant of the Company within the district of the council and used by the Company for in and about the provision and supply of electrical energy under these presents but save and except the electric lines and works laid by the Company in the district solely for the purpose of supplying electrical energy in the borough of Hythe upon the terms of a payment by the council to the Company of a sum equal to the actual capital properly expended by the Company in respect thereof including as part of such capital expenditure the sum of two hundred and sixty pounds paid by the Company in part consideration for these presents and also all sums paid by the Company hereunder for the costs and expenses of the council properly chargeable to capital together with an allowance by way of goodwill calculated at seven times the average net yearly profits earned by the Company in respect of the said works during the five years previous to the determination of this agreement or the

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A.D. 1906. — period from the date of this agreement if less than five years in excess of five pounds per cent. upon such actual capital expenditure without any deduction being made in respect of depreciation.

(B) If this agreement shall be determined in manner provided by Article 3 (B) hereof the Company shall sell and the council shall purchase all such works as aforesaid upon payment by the council to the Company of the respective sums hereinafter set forth (that is to say) a sum equal to the capital properly expended by the Company within the district of the council including as part of such capital the sum of two hundred and sixty pounds paid by the Company as aforesaid and all sums paid by the Company hereunder for the costs and expenses of the council and the council shall in addition to the said sum pay to the Company an additional sum as follows (that is to say) :—

- (1) In case of determination at the end of fourteen years from the date hereof fifteen pounds per cent. on the capital if any actually expended by the Company within the district of the council in providing lands buildings plant and works for generating electrical energy and twenty-five pounds per cent. on the residue of the capital actually expended :
- (2) In case of determination at the end of twenty-one years fifteen pounds per cent. on the capital if any actually expended by the Company within the district in providing lands buildings plant and works for generating electrical energy and twenty pounds per cent. on the residue of the capital actually expended :
- (3) In case of determination at the end of twenty-eight or thirty-five years fifteen pounds per cent. on the capital if any actually expended by the Company within the district for any of the purposes aforesaid.

(c) If this agreement shall be determined in manner provided by Article 3 (c) hereof the Company shall sell and the council shall purchase all such works as aforesaid under and in accordance with the provisions of the Electric Lighting Act 1888.

(D) If this agreement shall be determined in manner provided by Article 3 (D) hereof the council shall at any time within a period of six months after the determination thereof be at liberty but shall not be compellable to purchase the works and things aforesaid upon the terms specified in Article 10 (B) hereof but without any such additional payment as aforesaid or after the expiration of a period of forty-two years from the date hereof upon the terms specified in Article 10 (C) hereof If the council shall refuse or neglect so to purchase the same within the

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said period of six months the Company shall within three months after such refusal or neglect or after the expiration of the said period of six months as the case may be remove all the said works and things under the superintendence and to the satisfaction of the council or their surveyor. A.D. 1906.

(E) For the purpose of ascertaining such capital expenditure as aforesaid the Company shall after laying any mains or executing any works the laying or execution whereof is authorised by this agreement furnish to the council once in every year a duly vouched account of the expenditure actually made by the Company during the past year in laying such mains or executing such works.

(F) Until the purchase money payable under this article shall be actually paid or satisfied the Company shall unless this agreement shall have been determined under Article 3 (D) hereof continue to supply electricity and electrical energy upon the terms of this agreement and generally shall have the same benefit from this agreement as if the same had not determined.

11. The Company shall from time to time as and when the council or their clerk shall demand pay to him all the reasonable costs and expenses of the council of and incidental to the negotiation for and preparation and execution of this agreement and the reasonable costs and expenses of and incidental to all or any matters arising thereout respectively including the council's costs of any litigation arbitration inquiry or other proceeding in relation thereto or arising thereout as between solicitor and client other than the costs of any such litigation or other proceedings as aforesaid between the council and the Company in which the council shall have been decided to be in the wrong together with the reasonable fees of the council's surveyors or engineers or its authorised officers in respect of the matters aforesaid or any of them or in respect of the supervision by such surveyors engineers or officers of any of the works or acts of the Company its servants or agents hereunder.

12. If any question or difference shall arise between the parties as to the construction meaning or effect of the concluding proviso to Article 1 Articles 2 4 5 7 8 9 and 10 or any of them or as to the rights or liabilities of either party thereunder every such question or difference shall failing agreement be referred to an arbitrator appointed failing agreement by the Board of Trade or in the event of the Board of Trade refusing to appoint an arbitrator to arbitration under section 2 (B) of the Arbitration Act 1889.

13. And these presents further witness that in consideration of the premises the Company doth hereby covenant and agree with and to the council that it will not at any time hereafter without the consent of the council under its common seal directly or indirectly supply or attempt

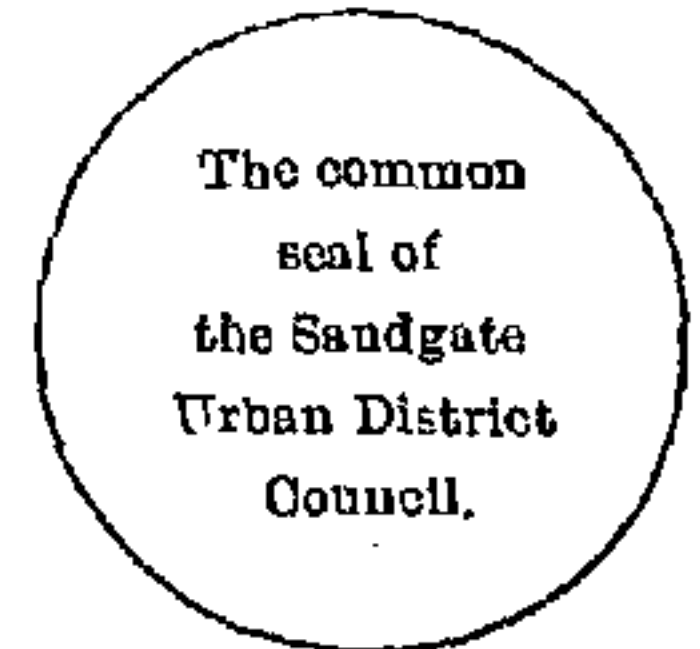
[Ch. xciii.] *Folkestone and District Electricity Supply* [6 EDW. 7.]  
Act, 1906.

A.D. 1906. to supply or exercise any powers or execute any works for the supply of electrical energy within the district of the council except under the provisions of this agreement.

In witness whereof the council and the Company have hereunto caused their respective common seals to be affixed the day and year first before written.

The common seal of the Sandgate Urban  
District Council was hereunto affixed in the  
presence of

F. W. PIERSON Deputy Clerk.



The common seal of the Folkestone Electricity  
Supply Company Limited was hereunto  
affixed in the presence of

G. SPURGEN  
C. J. PURSEY } Directors.



FREDERIC HALL Secretary.

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