



CHAPTER li.

An Act to confirm an agreement relating to the supply of electricity in the borough of Richmond (Surrey). A.D. 1917.

[21st August 1917.]

WHEREAS the Richmond (Surrey) Electric Light and Power Company Limited (hereinafter called "the Company") are authorised to supply and are supplying electricity within the borough of Richmond (Surrey) (hereinafter called "the borough") under and in pursuance of the powers conferred by the Richmond (Surrey) Electric Lighting Order 1883 as amended and extended by the Borough of Richmond (Surrey) Order 1892 the Richmond (Surrey) Electricity Supply Act 1907 (hereinafter called "the Act of 1907") the Richmond (Surrey) Electricity Supply Act 1913 (hereinafter called "the Act of 1913") an agreement dated the eighth day of December eighteen hundred and ninety-one (hereinafter called "the agreement of 1891") scheduled to and confirmed by the Act of 1907 and a further agreement dated the twentieth day of January nineteen hundred and thirteen (hereinafter referred to as "the agreement of 1913") scheduled to and confirmed by the Act of 1913 :

And whereas the agreement of 1891 and the agreement of 1913 contain provisions regulating the powers of the Company with reference to the supply of electricity within the borough and include provisions limiting the prices which may be charged by the Company for such supply :

And whereas the mayor aldermen and burgesses of the borough (hereinafter called "the corporation") and the Company have entered into an agreement dated the twelfth day of June nineteen hundred and seventeen and set out in the schedule to this Act (hereinafter referred to as "the agreement of 1917") by which the Corporation have agreed to certain variations

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A.D. 1917. of the prices chargeable by the Company for the supply of electricity and other variations of the provisions of the said agreements of 1891 and 1913 subject to the terms and conditions in such agreement contained :

And whereas it is expedient that the agreement of 1917 be confirmed and that the provisions of the agreement of 1891 and the agreement of 1913 be varied accordingly :

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 and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short and collective titles.

1.—(1) This Act may be cited as the Richmond (Surrey) Electricity Supply Act 1917.

(2) The Act of 1907 the Act of 1913 and this Act may be cited together as the Richmond (Surrey) Electricity Supply Acts 1907 to 1917.

Confirmation of agreement.

2. Subject to the provisions of this Act the terms of the agreement of 1917 as set forth in the schedule to this Act are hereby ratified and confirmed and made binding upon the corporation and the Company and may and shall be carried into effect accordingly.

Copy of Act to be registered.

3. 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 the default shall incur the like penalty Every penalty under this section shall be recoverable summarily.

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 (Consolidation) Act 1908 on registration of any document other than the memorandum or

the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding-up in England. A.D. 1917.

4. All costs charges expenses and liabilities of and preliminary 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. 1917.

The SCHEDULE referred to in the foregoing Act.

Stamp.

Ten
Shillings.

MEMORANDUM OF AGREEMENT made and entered into this twelfth day of June One thousand nine hundred and seventeen between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF RICHMOND (SURREY) (hereinafter called "the corporation") of the one part and the RICHMOND (SURREY) ELECTRIC LIGHT AND POWER COMPANY LIMITED whose registered office is at Moorgate Court Moorgate Place in the city of London (hereinafter called "the Company") of the other part.

WHEREAS a memorandum of agreement (hereinafter called "the scheduled agreement") dated the 20th day of January 1913 and made between the parties hereto was duly ratified and confirmed and made binding upon the corporation and the Company by the Richmond (Surrey) Electricity Supply Act 1913:

And whereas it is provided by clause 2 of the scheduled agreement that the Company shall make the reductions therein specified in the price charged by the Company for the supply of electricity to ordinary consumers for lighting purposes within their area of supply:

And whereas it is also provided by clause 3 of the scheduled agreement that the corporation may at certain stated periods apply to the Company for further reductions in such price:

And whereas the Company have duly carried out the provisions of such agreement:

And whereas since the commencement of the present war the Company have increased the prices charged for the supply of electricity for heating and power purposes and have also increased their charges for the hire of meters:

And whereas it has been represented by the Company to the corporation that in view of the increased cost of coal transport and labour consequent upon the present war the Company are desirous of promoting a Bill in Parliament to vary the provisions of the scheduled agreement:

And whereas the Company have made application to the corporation for their consent to such Bill:

Now therefore it is hereby agreed as follows:—

1. Subject to the terms and conditions hereinafter contained the corporation so far as it is legally competent for them so to do consent

to the Company promoting a Bill in Parliament for the herein- A.D. 1917.
mentioned purposes only.

2. For the purposes of this agreement "the duration of the present war" wherever herein referred to shall be defined as terminating upon such date as may be fixed therefor by competent authority or which failing upon such date as shall be determined and fixed by an arbitrator in pursuance of the provisions contained in clause 12 hereof.

3. The Company may from the passing of the Act authorising the same make an additional charge not exceeding 15 per cent. to the present reduced price of $4\frac{1}{2}d.$ per unit for the supply of electricity to ordinary consumers for lighting purposes within their area of supply Provided that this increase shall operate only until the quarter day next following the expiration of the duration of the present war and thereupon subject as hereinafter provided the price to be charged by the Company to ordinary consumers for lighting purposes shall not exceed $4\frac{1}{2}d.$ per unit.

4. The Company having already increased the price of electricity supplied to consumers for heating and power purposes by the addition of 20 per cent. to their accounts shall not for the duration of the present war make any further increase in or addition to the price charged for electricity used for heating or power purposes but shall not later than the quarter day next following the expiration of the duration of the present war revert to the pre-war charges (viz.):—

For heating purposes not exceeding $1\frac{1}{2}d.$ per B. of T. unit:

For power purposes not exceeding $2\frac{1}{2}d.$ per B. of T. unit subject to the discounts specified in the Company's general conditions of supply dated September 1915.

5. The Company having since the commencement of the present war increased their charges for the hire of meters shall not for the duration of the present war make any further increase in or addition to the charges made for such hire but shall not later than the quarter day next following the expiration of the duration of the present war revert to the pre-war charges (viz.):—

Up to 1,500 watts capacity - - - 2s. 6d. per quarter.

Above 1,500 watts for every additional 1,500
watts or part of 1,500 watts - - - 1s. per quarter.

6. For the duration of the present war and six months thereafter the Company shall not make any increase in or addition to the present price charged for the supply of electricity by means of slot meters.

7. Either of them the corporation and the Company may within three months prior to the expiration of any or every period of five

A.D. 1917. years after the 1st January 1917 by notice in writing to the other require a revision of the prices provided in the scheduled agreement or a revision of the prices charged by the Company for electricity for heating or power purposes or for the hire of meters or for electricity supplied by means of slot meters Failing agreement as to such revision the matter shall on the application of either party hereto be referred to an arbitrator to be appointed by the President of the Institution of Electrical Engineers who shall have power to revise by reducing or increasing any of the aforesaid prices and an award in writing under his hand made after hearing the corporation and the Company respectively by their counsel agents and witnesses as to the aforesaid prices shall be accepted by the parties as final and binding The provisions of clause 3 of the scheduled agreement shall after the date of the Act confirming this agreement be repealed and cease to have effect.

8. The Company shall within six calendar months after the removal of the present lighting restrictions at their own costs charges and expenses provide maintain and light by electricity during the usual lighting hours until the corporation's power to purchase the electric lighting undertaking arises under clause 15 of the agreement scheduled to the Richmond (Surrey) Electricity Supply Act 1907 as amended by clause 5 of the agreement scheduled to the Richmond (Surrey) Electricity Supply Act 1913 or until purchase at any previous date by agreement three high-power half-watt incandescent street lamps in such positions on the route of the Company's mains as the corporation shall fix and of such design as regards standards and lanterns as the corporation shall approve.

9. The Company shall on demand pay to the corporation all the parliamentary legal and engineering costs charges and expenses incurred by them in connection with these presents and any other document or proceeding parliamentary or otherwise which may be necessary to give full effect to the provisions of this agreement and the corporation shall likewise at the cost of the Company support the application to Parliament to give effect thereto.

10. Subject to the approval of Parliament this agreement shall be scheduled to the Bill but failing such approval the provisions herein contained shall unless the corporation otherwise request be embodied in a clause or clauses to be contained in the said Bill the form of such clause or clauses to be agreed upon between the parliamentary agents of the corporation and the Company and to include all reasonable amplifications of the provisions of these presents but should any of the provisions of these presents not be so embodied the Company shall nevertheless give full effect to the same.

11. The corporation reserve the right to petition against the said Bill and to appear on such petition for the purpose of securing

the scheduling of this agreement to the Bill or for the insertion in the Bill of clauses consistent with these presents and for opposing the insertion therein of clauses inconsistent therewith. A.D. 1917.

12. If any dispute or difference shall arise between the Company and the corporation touching this agreement or the construction hereof or any clause or thing herein contained or the rights or liabilities of the Company or the corporation under any clause hereof or in connection with the premises such dispute or difference shall on the application of either party be referred to an arbitrator to be appointed by the President of the Institution of Electrical Engineers whose decision shall be final and binding upon both of the parties and this agreement shall be deemed a submission within the meaning of the Arbitration Act 1889.

In witness whereof the Corporation have caused their corporate seal to be hereunto affixed and the Company have hereunto affixed their common seal the day and year first above written.

The corporate seal of the within-named corporation was affixed hereto by order of the council in the presence of

} Seal of the mayor aldermen and burgesses of the borough of Richmond (Surrey).

JAMES W. SZLUMPER }
J. J. BISGOOD } Members of the Council.
GEORGE J. MAGUIRE Mayor.
HENRY SAGAR Town Clerk.

The common seal of the Richmond (Surrey) Electric Light and Power Company Limited was hereunto affixed pursuant to a resolution of the board of directors in the presence of

} Seal of the Richmond (Surrey) Electric Light and Power Company Limited.

F. W. REYNOLDS }
H. B. RENWICK } Directors.
F. C. McQUOWN Secretary.

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