

## CHAPTER lxii.

An Act to synchronise the dates of purchase of the undertakings carried on by the Colne Valley Electric Supply Company Limited and the Northwood Electric Light and Power Company Limited to provide for those undertakings being purchaseable together by the London and Home Counties Joint Electricity Authority and to make consequential provisions with regard thereto and for other purposes. [14th July 1936.]

WHEREAS the Colne Valley Electric Supply Company Limited (in this Act referred to as "the Colne Valley Company") are supplying electricity under and by virtue of the Pinner Electric Lighting Order 1913 (which was scheduled to and confirmed by the Electric 3&4 Geo. 5. Lighting Orders Confirmation (No. 5) Act 1913) and c. cliii. the Rickmansworth and Chorleywood Electric Lighting Order 1914 (which was scheduled to and confirmed by the Electric Lighting Provisional Orders Confirmation 4&5 Geo. 5. (No. 4) Act 1914) in the urban district of Chorleywood c. cxviii. parts of the urban districts of Harrow and Rickmansworth and part of the rural district of Watford:

And whereas the Northwood Electric Light and Power Company Limited (in this Act referred to as "the Northwood Company") are supplying electricity under and by virtue of the Northwood and Ruislip Electric Lighting Order 1901 (which was scheduled to

[Price 8d. Net]

A.D. 1936. 1 Edw. 7. c. clxxvii. 3 & 4 Geo. 5. c. cl.

and confirmed by the Electric Lighting Orders Confirmation (No. 11) Act 1901) and the Northwood and Ruislip Electric Lighting (Extension) Order 1913 (which was scheduled to and confirmed by the Electric Lighting Orders Confirmation (No. 2) Act 1913) in parts of the urban districts of Rickmansworth Ruislip-Northwood and Uxbridge and the rural district of Watford:

And whereas under the hereinbefore recited Orders 51&52Vict. and the Electric Lighting Act 1888 the local authorities of the said districts are entitled at varying dates either prior or subsequent to the first day of January one thousand nine hundred and fifty-one to exercise the right to require the said Companies to sell to such local authorities so much of the said Companies' undertakings as is within the jurisdiction of such local authorities upon the terms and conditions set out in the said Orders and the said Act:

> And whereas on the thirteenth day of February one thousand nine hundred and thirty-four the rural district council of Hendon (whose rights powers privileges and obligations have since been transferred to the urban district council of Harrow by the Middlesex Review Order 1934) gave notice to the Colne Valley Company requiring the said company to sell to the rural district council of Hendon the undertaking authorised by the Pinner Electric Lighting Order 1913 on the fifteenth day of August one thousand nine hundred and thirty-four:

> And whereas on the nineteenth day of January one thousand nine hundred and thirty-five the urban district council of Chorleywood gave notice to the Colne Valley Company and on the twenty-fourth day of January one thousand nine hundred and thirty-five the urban district council of Rickmansworth gave notice to the Colne Valley Company requiring the Colne Valley Company to sell to the said councils respectively so much of the undertaking authorised by the Rickmansworth and Chorleywood Electric Lighting Order 1914 as is within their respective districts on the thirty-first day of July one thousand nine hundred and thirty-five:

[26 Geo. 5. & Colne Valley and [Ch. lxii.] 1 EDW. 8.] Northwood Electricity Act, 1936.

And whereas no action has been taken for the A.D. 1936. purpose of determining the consideration payable on the sale of the said undertakings:

And whereas the London and Home Counties Joint Electricity Authority (in this Act referred to as "the Joint Authority") is a joint electricity authority established and incorporated by the London and Home Counties Electricity District Order 1925 made under section 7 of the Electricity (Supply) Act 1919 as 9 & 10 amended by subsequent orders in respect of a district Geo. 5. which includes the whole of the areas of supply of the c. 100. Colne Valley Company and the Northwood Company:

And whereas it is expedient that the dates at which the said undertakings may be purchased should be synchronised that provision should be made for the cancellation of the notices of intention to purchase parts of their undertakings already given to the Colne Valley Company and that in lieu of the existing provisions relating to the purchase of the said undertakings provision should be made for both undertakings to be purchaseable together (subject to the provisions of this Act) by the Joint Authority:

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

And whereas the objects of this Act cannot be attained 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 (that is to say):—

- 1. This Act may be cited as the Colne Valley and Short title. Northwood Electricity Act 1936.
- 2. In this Act unless the subject or context Interpretaotherwise requires tion.
  - "The Colne Valley Company" means the Colne Valley Electric Supply Company Limited;
  - "The Northwood Company" means the Northwood Electric Light and Power Company Limited;

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- "The Companies" means the Colne Valley Company and the Northwood Company;
- "The local authorities" means the urban district councils of Chorleywood Harrow Rickmansworth Ruislip-Northwood and Uxbridge and the rural district council of Watford;
- "The Joint Authority" means the London and Home Counties Joint Electricity Authority;
- "The four Orders" means the Pinner Electric Lighting Order 1913 (which was scheduled to and confirmed by the Electric Lighting Orders Confirmation Order (No. 5) Act 1913) the Rickmansworth and Chorleywood Electric Lighting Order 1914 (which was scheduled to and confirmed by the Electric Lighting Orders Confirmation (No. 4) Act 1914) the Northwood and Ruislip Electric Lighting Order 1901 (which was scheduled to and confirmed by the Electric Lighting Orders Confirmation (No. 11) Act 1901) and the Northwood and Ruislip Electric Lighting (Extension) Order 1913 (which was scheduled to and confirmed by the Electric Lighting Orders Confirmation (No. 2) Act 1913);
- "The Order of 1925" means the London and Home Counties Electricity District Order 1925;
- "The undertakings" means the undertakings of the Colne Valley Company and the Northwood Company.

Cancellation of notices to purchase.

3. The hereinbefore recited notices dated the thirteenth day of February one thousand nine hundred and thirty-four the nineteenth day of January one thousand nine hundred and thirty-five and the twenty-fourth day of January one thousand nine hundred and thirty-five of the intention of the rural district council of Hendon (whose successors are the urban district council of Chorleywood and the urban district council of Rickmansworth to purchase parts of the undertakings of the Colne Valley Company are hereby cancelled and annulled and shall cease to have effect.

[26 Geo. 5. & Colne Valley and [Ch. lxii.] 1 Edw. 8.] Northwood Electricity Act, 1936.

- 4.—(1) The powers of the local authorities respectively under the Electric Lighting Act 1888 and the four Orders as amended by the Middlesex Review Purchase Order 1934 to purchase the undertakings or either of them or any part or parts thereof respectively shall c. 12. cease and in lieu of such powers the undertakings may be purchased together (but not otherwise) by the Joint Authority in manner provided by this Act by six months' notice in writing given to the Companies expiring on the first day of January one thousand nine hundred and fifty-one or by a like notice expiring at the end of every subsequent period of ten years.
- (2) The terms on which the Companies shall sell the undertakings to the Joint Authority under the foregoing provisions of this section shall be the terms set out in section 2 of the Electric Lighting Act 1888 and the provisions of the last sentence of that section commencing with the words "The Board of Trade may determine" shall also apply with any necessary modifications to the purchase of the undertakings under this section.
- (3) Nothing in this section shall prejudice or affect the powers of the Joint Authority under the Electricity (Supply) Acts 1882 to 1936 or any Act or Order modifying or amending such Acts with respect to the Companies and the undertakings.
- 5.—(1) Not less than three months before the As to first day of July one thousand nine hundred and fifty exercise of the Joint Authority shall give notice in writing to purchase the local authorities stating whether or not they Joint intend to purchase the undertakings in pursuance Authority. of the section of this Act of which the marginal note is "Purchase rights" by notice expiring on the first day of January one thousand nine hundred and fiftyone and if the undertakings are not so purchased they shall give a similar notice to the local authorities not less than three months before the date upon which they are required by the said section to give notice to the companies of their intention to purchase the undertakings at any subsequent date.
- (2) Within one month after the receipt of any notice under subsection (1) of this section stating that the Joint Authority do not intend to purchase

A.D. 1936 the undertakings any of the local authorities may appeal to the Electricity Commissioners and the Electricity Commissioners after considering any representations made to them by such local authority and by the Joint Authority may require the Joint Authority notwithstanding the notice they have given to the local authorities forthwith to purchase the undertakings in pursuance of the provisions of the section of this Act of which the marginal note is "Purchase rights" and the decision of the Electricity Commissioners shall be binding on and shall be carried into effect by the Joint Authority.

Conditional purchase by Harrow Urban District Council.

- 6.—(1) If within three months after the service upon the urban district council of Harrow (in this section referred to as "the council") of any notice under the provisions of subsection (1) of the section of this Act of which the marginal note is "As to exercise of purchase rights by Joint Authority" of the intention of the Joint Authority to purchase the undertakings or if within one month after the date on which any requirement is made by the Electricity Commissioners under subsection (2) of the said section that the Joint Authority shall purchase the undertakings the council make representations to the Electricity Commissioners and the Electricity Commissioners certify that it would be for the better organisation of the supply of electricity in the urban district of Harrow as then constituted for the council in lieu of the Joint Authority to purchase so much of the undertakings as may then be situate within the urban district of Harrow the Council may require the Joint Authority forthwith (after the terms of purchase of the undertakings have been agreed or determined by arbitration as between the Companies or either of them on the one hand and the Joint Authority on the other hand) to sell or to concur in the sale of such portion of the undertakings to the council and thereupon the Joint Authority shall sell or shall concur in the sale of such portion of the undertakings to the council on the terms and conditions in this section hereinafter mentioned.
- (2) The price to be paid by the council to the Joint Authority in the event of any requirement under subsection (1) of this section being made by the council

[26 Geo. 5. & Colne Valley and [Ch. lxii.] 1 EDW. 8.] Northwood Electricity Act, 1936.

and any other questions which may arise between A.D. 1936. the council and the Joint Authority in relation to such purchase shall failing agreement between the council and the Joint Authority be determined by the Electricity Commissioners:

Provided that such price shall not exceed so much of the price paid by the Joint Authority for the undertakings as is properly attributable to the said portion of the undertakings (with such addition as may be reasonable in respect of the costs and expenses incurred by the Joint Authority in connection with the purchase of the said portion of the undertakings and in respect of the actual cost of any works required to effect the severance of the said portion of the undertakings from the remainder of the undertakings including the residual value of any works rendered redundant by such severance) and shall not include any sum in respect of compulsory purchase goodwill or profits.

- (3) If all questions or disputes arising between the council and the Joint Authority under subsections (1) and (2) of this section are determined before the date fixed for the transfer of the undertakings to the Joint Authority the Colne Valley Company or the Companies (as the case may be) shall at the request of the Joint Authority and the council and at the cost of the council transfer the said portion of the undertakings to the council instead of to the Joint Authority upon payment to the Companies of all sums which may be due and payable under and in accordance with the provisions of this Act.
- (4) On the completion of any purchase by the council under the foregoing provisions of this section the council shall become the authorised undertakers for the supply of electricity in respect of the area of supply of such portion of the undertakings as may be so purchased.
- 7. The agreement set forth in the schedule to Confirmathis Act is hereby confirmed and made binding on the parties thereto and due effect shall be given thereto accordingly Provided that notwithstanding anything in this section the provisions of the said agreement may

tion of scheduled agreement.

A.D. 1936. from time to time be amended or varied by agreement between the parties thereto.

Agreements.

- 8. The Colne Valley Company and the Northwood Company may enter into and carry into effect agreements with the Joint Authority or with the Joint Authority and the local authorities with respect to the following purposes or any of them (that is to say):—
  - (a) The tariffs for all or any classes of supply of electricity;
  - (b) The introduction of hire and hire purchase schemes and schemes of assisted wiring;
  - (c) The extension of mains and the development of the undertakings;
  - (d) The raising of further capital for the purposes of the undertakings and the expenditure of capital for the like purposes;
  - (e) The conditions to be applicable to the transfer of the undertakings prior to the date of purchase by the Joint Authority;
  - (f) The maintenance by the Companies and the inspection by the Joint Authority of all physical assets comprised in the undertakings;
  - (g) The keeping of accounts and the preparation and inspection of maps showing the lines and levels of cables and works forming part of the undertakings;
  - (h) The terms and conditions to be applicable to the transfer of the undertakings to the Joint Authority including provisions in regard to consumers' deposits the transfer to the service of the Joint Authority of officers and workmen and the payment of compensation to any officer or servant of the Companies whose services are dispensed with; and
  - (i) Prohibiting the making of certain contracts by the Companies extending beyond the date of purchase.

Representation on Joint Authority.

9.—(1) The local authorities shall be entitled in the manner hereinafter provided to participate in the appointment or election of members of the Joint Authority.

[26 Geo. 5. & Colne Valley and 1 Edw. 8.] Northwood Electricity Act, 1936. [Ch. lxii.]

(2) The provisions of subparagraph (1) of para-A.D. 1936. graph 2 of Part I of the First Annex to the schedule to the Order of 1925 as amended by the London and Home Counties Electricity District (Amendment) Order 1931 and the London and Home Counties Electricity District (Amendment) Order 1932 shall be amended to include in the constituent bodies therein mentioned the local authorities as a group and the provisions of subparagraph (2) of the same paragraph shall be amended to include—

By whom appointed or elected

Number of members to be appointed or elected

(i) The urban district councils of Chorleywood Harrow Rickmansworth Ruislip - Northwood and Uxbridge and the rural district council of Watford (jointly)

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and upon the date of the passing of this Act there shall be deemed to be a casual vacancy in the Joint Authority within the meaning of paragraph 4 of Part II of the First Annex to the schedule to the Order of 1925 to be filled by the local authorities.

- (3) The local authorities who are entitled to participate in the joint appointment or election of a member may agree amongst themselves who shall be their representative on the Joint Authority but failing agreement the representative shall be elected by the local authorities by ballot and for that purpose each local authority shall have one vote with an additional vote for every complete five thousand inhabitants in the administrative area of such local authority so far as that area is included in the areas of supply of the Companies under the four Orders on the basis (so far as is practicable) of the last published census Provided that if such census does not give the number of inhabitants in any particular place the Electricity Commissioners may determine an approximate number which shall be deemed to be the population of any such administrative area as aforesaid for the purposes of this subsection.
- (4) Nothing in this section shall restrict the extent of any order which may hereafter be made by the Electricity Commissioners under the Electricity

A.D. 1936. (Supply) Acts 1882 to 1936 altering the constitution of the Joint Authority.

Appointment of advisory committee.

10. The Joint Authority may and shall if so required by any of the local authorities appoint for the purpose of advising it on any matter connected with the development of electricity supplies within the areas of supply of the Companies under the four Orders a local joint advisory committee consisting of representatives of the Joint Authority the county council of the administrative county of Hertford and of such of the local authorities within those areas of supply as shall be willing to appoint representatives for the purpose Provided that any expenses incurred by the Joint Authority in the establishment or administration of the said local joint advisory committee shall be regarded as working and establishment expenses and cost of maintenance of the undertaking of the Joint Authority in the London and Home Counties Electricity District and shall not be regarded as administrative expenses of the Joint Authority within the meaning of section 39 of the schedule to the Order of 1925.

Administrative expenses of Joint Authority.

11. As from the date of the acquisition by the Joint Authority of the undertakings in the exercise of the powers vested in them by this Act or otherwise the Joint Authority shall themselves be deemed to be authorised undertakers represented on the Joint Authority for the purposes of paragraph (b) of subsection (2) of section 39 of the schedule to the Order of 1925 and the proportion of expenses apportioned to the Joint Authority shall be defrayed by them as part of the expenses of the undertakings so acquired.

Repeal.

12. The following provisions of the undermentioned Orders are hereby repealed:—

Pinner Electric Lighting Order 1913—

Section 9 (Power of purchase by local authority).

Rickmansworth and Chorleywood Electric Lighting Order 1914—

Section 10 (Power of purchase by Rickmans-worth Urban District Council);

Section 11 (Power of purchase by Chorleywood Urban District Council).

- [26 Geo. 5. & Colne Valley and 1 Edw. 8.] Northwood Electricity Act, 1936.
  - Northwood and Ruislip Electric Lighting Order A.D. 1936.

    1901—
    - Section 9 (Purchase by local authority of Watford part of undertaking in certain events).
  - The Middlesex Review Order 1934---
    - Section 90 (So much of subsection (1) as applies to the undertakings).
- 13. All the costs charges and expenses preliminary Costs of to and of and incidental to the preparing applying for Act. obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Companies and may in whole or in part be defrayed out of revenue.

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The SCHEDULE referred to in the foregoing Act.

Stamp.



AN AGREEMENT made the ninth day of June one thousand nine hundred and thirty-six between THE COLNE VALLEY ELECTRIC SUPPLY COMPANY LIMITED whose registered office is at 88 Kingsway London W.C.2 of the first part the Northwood Electric Light AND POWER COMPANY LIMITED whose registered office is at the same address of the second part THE URBAN DISTRICT COUNCIL OF CHORLEYWOOD of the third part the Urban District Council of RICKMANSWORTH of the fourth part the Urban DISTRICT COUNCIL OF HARROW of the fifth part THE RURAL DISTRICT COUNCIL OF WATFORD of the sixth part the Urban District Council of Ruislip-Northwood of the seventh part the Urban Dis-TRICT COUNCIL of UXBRIDGE of the eighth part and THE LONDON AND HOME COUNTIES JOINT ELEC-TRICITY AUTHORITY whose principal offices are at 5-6 Lancaster Place Strand in the county of London of the ninth part wherein the following expressions shall unless the context otherwise requires have the respective meanings hereby assigned thereto (namely) : --

"The Companies" means the Colne Valley Electric Supply Company Limited and the Northwood Electric Light and Power Company Limited;

"The local authorities" means the parties of the third fourth fifth sixth seventh and eighth parts;

"The Joint Authority" means the London and Home Counties Joint Electricity Authority;

"The date of transfer" means the date on which the undertakings of the Companies are transferred to the Joint Authority in pursuance of the provisions of the Bill referred to in clause 1 of this agreement;

"The Bill" means the Bill referred to in clause I of this agreement.

[26 Geo. 5. & Colne Valley and I Edw. 8.] Northwood Electricity Act, 1936.

Whereby it is agreed between the parties hereto as follows A.D. 1936. (that is to say):—

- 1. The local authorities and the Joint Authority hereby consent to and undertake to support the promotion by the Companies in the present session of Parliament of the Colne Valley and Northwood Electricity Bill subject to its being amended in accordance with an undertaking given by the Companies on the 22nd day of May 1936.
- 2. As from the date of the passing of the said Bill and subject to the provisions of clause 13 hereof the following conditions shall apply to the administration of the undertakings (as defined in the Bill) by the Companies (viz.):—
  - (a) The tariffs for all classes of supply shall be such as may be agreed from time to time between the Joint Authority and the Companies after consultation by the Joint Authority with the local joint advisory committee to be appointed under the provisions of the Bill or in default of agreement settled by the Electricity Commissioners on the application of either party The Companies shall also have due regard to any representations of the Joint Authority to the Companies with regard to what in the view of the Joint Authority may from time to time be the proper development of the undertakings including all extensions the introduction of hire and hire-purchase schemes and schemes of assisted wiring;
  - (b) Subject to the Companies' legal obligations the Companies shall consult the Joint Authority upon any proposal for raising fresh capital and shall give effect to the views of the Joint Authority as far as the Companies may agree with the same. In the event of any disagreement the dispute shall be referred to arbitration in manner hereinafter provided. For the purpose of this subclause the capitalisation of reserves shall not be deemed to be the raising of fresh capital;
  - (c) The Companies shall not part with the ownership of either of the undertakings nor make application for powers for that purpose without first by notice in writing giving to the Joint Authority the option of acquiring the undertaking upon the terms specified in section 2 of the Electric Lighting Act 1888 with such additional compensation for loss of future profits for the period up to 1st January 1951 as may be agreed or settled by arbitration Unless the Joint Authority shall within three months after receipt of such notice as aforesaid by notice in writing exercise their said option to acquire that undertaking the Joint Authority

A.D. 1936.

shall be deemed to have refused to exercise the same and the Companies or either of them shall be free to dispose of the undertaking in such manner as they may think fit In the event of the Joint Authority giving notice in writing within the said period exercising their said option the undertaking shall as from the date of that notice be transferrred to the Joint Authority on the terms in this clause specified.

- 3. The said undertakings shall be carried on by the Companies respectively up to the date of transfer in the ordinary and regular course of business and in accordance with all other terms and conditions of this agreement and in accordance with the statutory and other obligations of the Companies in reference thereto.
- 4. The Companies shall maintain all physical assets comprised in their respective undertakings which will or may eventually be transferred to the Joint Authority on the date of transfer in good working condition and in accordance with all statutory obligations imposed upon the Companies in relation thereto and shall permit the Joint Authority by their chief engineer or persons authorised by him in writing to inspect such physical assets at all reasonable times for the purpose of satisfying the Joint Authority that the provisions of this Agreement with regard thereto are being duly fulfilled.
- 5. The Companies shall respectively notify to the Joint Authority their intention of making any capital expenditure which shall exceed in respect of any one item the sum of £5,000 and the Companies shall not proceed to incur such capital expenditure or any part thereof without first obtaining the written approval of the Joint Authority thereto Provided that if such approval shall be refused or withheld for the space of one month after the date of such notification a difference shall be deemed to have arisen between the Company proposing such expenditure and the Joint Authority and such difference shall be determined by arbitration in the manner provided by clause 16 hereof.
- 6. The Companies shall respectively continue to keep all usual and proper accounts and maps showing the lines and levels of all cables and works in relation to the business of their respective undertakings and shall permit the Joint Authority from time to time and at all reasonable times to inspect all or any of such accounts and maps and at their own expense to take copies of or extracts therefrom.
- 7. The Companies shall on the date of transfer pay to the Joint Authority all sums held by the Companies respectively representing deposits paid to them by consumers of electric

- current or by other persons together with any interest accrued A.D. 1936. thereon instead of returning the deposits and paying the interest to such consumers and other persons and the Joint Authority on payment to them of the same shall give to each of the Companies a deed accepting the liability for the return of the said deposits and the payment of the interest thereon to such consumers and other persons and indemnifying each of the Companies against such liability.
- 8. (a) The Joint Authority shall take over the staff and workmen exclusively employed by the Companies in and about the undertakings upon the date of transfer as shown upon a list to be then agreed between the Companies and the Joint Authority on terms and conditions not less favourable than those upon which such staff and workmen were employed immediately before such transfer.
- (b) The Companies shall endeavour to arrange that all their rights and interests in the British Electrical Endowment Fund shall be transferred to the Joint Authority with respect to such employees of the Companies being members of that fund as are transferred to the Joint Authority to the intent that the Joint Authority shall in respect of such employees become a "contributing company" within the meaning of the rules of the said fund in lieu of the Companies In default of the transfer of such rights and interests as aforesaid each transferred employee member of the said fund upon receiving from that fund upon his being transferred to the service of the Joint Authority the amount to which he shall then be entitled from that fund and upon paying over to the Joint Authority the amount so received shall (subject to the payment by such transferred employee to the Joint Authority of contributions equivalent to the members' contributions which he would have paid to the said fund had he continued to be a member thereof) be entitled to the continuation of benefits equivalent to all the benefits to which he would have been entitled as a member of the said fund if he had continued in the service of either of the Companies and the Joint Authority undertake that such employees shall receive such benefits from the Joint Authority accordingly and the rules and audited accounts of the said fund for each year shall determine the amounts of the benefits to which such member shall from time to time be entitled. If for any reason other than the default of the Joint Authority the Joint Authority shall not become a "contributing company" in the said fund and any employee being a member of the said fund does not pay over such amount so received by him from the said fund the obligations of the Joint Authority under this subclause so far as they arise from such employee being a member of the said fund shall cease.

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- 9. All essential maps plans records books of account and other books and documents of the Companies relating to or containing information or entries relating to any of the undertakings so to be transferred to the Joint Authority as aforesaid (but not including any records books or documents which the Companies as joint stock companies are compelled by law to keep) shall be delivered to the Joint Authority on the date of transfer but the Companies or either of them or the Joint Authority shall thereafter have free access at all reasonable times and for any reasonable and proper purpose to the maps plans records books of account and other books and documents delivered to or retained by the other of them as the case may be.
- 10. All powers rights duties and obligations (including the benefits and obligations of any contract subsisting at the date of transfer) exercised by or imposed upon the Companies in respect of the undertakings to be transferred as aforesaid shall as from the date of transfer save in so far as the same are not otherwise provided for by this agreement or are superseded by or inconsistent with any statute order or regulation affecting the powers rights duties and obligations of the Joint Authority be exercised by or imposed upon the Joint Authority.
- 11. No contract (except agreements for wayleaves or tenancy agreements and leases in which the annual rent does not exceed in any one case the sum of £20) entered into by the Companies or by either of them after the date of this agreement extending for a period subsequent to the date of transfer shall be binding on the Joint Authority unless it shall have been approved in writing by the Joint Authority which approval shall not be unreasonably withheld.
- 12. Nothing herein contained shall prejudice or affect the exercise by the Joint Authority of any powers rights and privileges conferred upon the Joint Authority by the Electricity (Supply) Acts 1882 to 1935 or by any modification or amendment thereof or by any other statute or order with respect to the undertakings authorised by the Orders under which the Companies operate or to the undertakers thereunder.
- 13. This agreement is subject to the passing into law of the Bill as provided for in clause 1 hereof Provided that if the Bill shall not have passed into law so as to come into force not later than the 31st December 1937 then any of the parties hereto may by notice to the other parties withdraw from this agreement and thereupon the same shall be void and of no effect.
- 14. This agreement is subject to such alterations as Parliament may think fit to make herein but in the event of either House of Parliament making any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the agreement by notice in writing given in the case of the Companies to the parties of the third fourth

[26 Geo. 5. & Colne Valley and [Ch. lxii.] 1 EDw. 8.] Northwood Electricity Act, 1936.

fifth sixth seventh eighth and ninth parts and in the case of A.D. 1936. the withdrawal by any of the other parties given to the Companies such notice to be given before the said Bill is read a third time in the second House.

- 15. The Companies shall repay to the Joint Authority the local authorities and the Hertfordshire County Council such expenses as may have been reasonably incurred by them in the negotiation preparation execution and bringing into operation of this agreement (other than the expenses incurred by the urban district council of Harrow of and in connection with their opposition to the Bill) such expenses and the like expenses incurred by the Companies to be regarded if the Companies so desire as capital expenditure Thereafter the Companies shall pay yearly to the Joint Authority such agreed or ascertained expenses as shall be reasonably and properly incurred by the Joint Authority and the said local joint advisory committee in the administration of this agreement. Any such expenses and the like expenses incurred by the Companies shall be regarded if the Companies so desire as expenditure of the said undertakings on revenue account Provided that any expenses incurred by the Joint Authority or the said local joint advisory committee in connection with any litigation or other legal proceedings incurred without the consent of the Company thereby affected or any arbitration or any inquiry as to the operation of this agreement shall not be deemed to be expenses coming within the meaning of this clause.
- Any difference between the parties hereto regarding the interpretation of this agreement or as to the rights or duties of the parties hereto (except such differences as it is herein or by section 2 of the Electric Lighting Act 1888 provided shall be otherwise determined) shall be referred to a single arbitrator to be agreed upon between the parties to the dispute or in default of such agreement to be appointed on the application of any such parties in dispute by the Electricity Commissioners or such other appropriate body as the Joint Authority and the Companies may agree upon and subject thereto any such reference shall be deemed a reference to arbitration within the meaning of the Arbitration Acts 1889 to 1934.

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

The common seal of the COLNE) VALLEY ELECTRIC SUPPLY COMPANY LIMITED was hereunto affixed in the presence of

F. E. STANLEY Directors. R. P. Beddow

E. A. Bond Secretary.

[Ch. lxii.] Colne Valley and [26 Geo. 5. & Northwood Electricity Act, 1936. 1 Edw. 8.7 A.D. 1936. The common seal of the Northwood LIGHT AND ELECTRIC POWER L.S. Company Limited was hereunto affixed in the presence of F. E. STANLEY Directors. R. P. Beddow E. A. Bond Secretary. The common seal of the Urban District) COUNCIL OF CHORLEYWOOD hereunto affixed in the presence of GEO. W. STACEY Vice-chairman. BERNARD BLASER Clerk. The common seal of the Urban District L.S. Council of Rickmansworth was hereunto affixed in the presence of JOHN J. MIDDLETON Chairman. S. A. BATEMAN Clerk. The common seal of the Urban District Council of Harrow was hereunto L.S. affixed in the presence of ROBT. FORBES Chairman. VERNON YOUNGER Clerk of the council. The common seal of the Rural District L.S. Council of Watford was hereunto

ARCHIBALD JAMES LEE Chairman.

affixed in the presence of

H. B. NASH

Assistant clerk.

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[26 Geo. 5. & Colne Valley and I Edw. 8.] Northwood Electricity Act, 1936.

The common seal of the Urban District Council of Ruislip-Northwood was hereunto affixed in the presence of

L.S.

A.D. 1936.

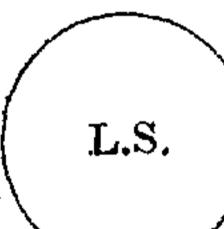
S. W. Todd

Chairman.

B. BARKER

Clerk.

The common seal of the URBAN DISTRICT COUNCIL OF UXBRIDGE was hereunto affixed in the presence of



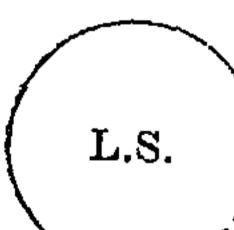
H. A. Leno

Vice-chairman.

JOHN POOLE

Clerk.

The common seal of the London and Home Counties Joint Electricity Authority was hereunto affixed in the presence of



DUDLEY STUART

Vice-chairman.

LESLIE GORDON

Clerk and solicitor.

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