

**CHAPTER xxv.**

An Act for confirming an Agreement for the transfer to the Kensington and Knightsbridge Electric Lighting Company (Limited) of the Undertaking of the Chelsea Electricity Supply Company (Limited) authorised by the South Kensington Electric Lighting Order 1889.

A.D. 1893.

[12th May 1893.]

WHEREAS the Kensington and Knightsbridge Electric Lighting Company (Limited) (herein-after called "the Kensington Company") incorporated under the Companies Acts 1862 to 1886 were by the Kensington and Knightsbridge Electric Lighting Order 1889 authorised to supply electricity to certain portions of the parish of Kensington St. Mary Abbot and so much of the parish of St. Margaret Westminster as lies to the west of the parish of St. George Hanover Square :

And whereas the Chelsea Electricity Supply Company (Limited) (herein-after called "the Chelsea Company") incorporated under the above-mentioned Acts were by the Chelsea Electric Lighting Order 1886 authorised to supply electricity to certain portions of the parish of Chelsea therein defined and were also by the South Kensington Electric Lighting Order 1889 authorised to supply electricity to certain portions of the said parish of Kensington St. Mary Abbot other than the portions of such parish included in the area of supply of the Kensington Company :

And whereas it is expedient that the undertakings and the supply of electricity authorised by the said Kensington and Knightsbridge Electric Lighting Order 1889 and South Kensington Electric Lighting Order 1889 should be placed under the management and control of one company and with that view the Chelsea Company have agreed to sell and transfer and the Kensington Company have agreed to purchase and take over the undertaking of the Chelsea Company authorised by the said South Kensington Electric

A.D. 1893. — Lighting Order 1889 upon the terms contained in the agreement between them set forth in the schedule to this Act annexed :

And whereas it is expedient that the said agreement should subject to the provisions of this Act be confirmed and that from and after the date of the transfer of the said undertaking of the Chelsea Company to the Kensington Company the Kensington Company should become the Undertakers in relation to such undertaking for the purposes of the said South Kensington Electric Lighting Order 1889 and should be entitled to maintain and work such undertaking along with and as part of their undertaking authorised by the said Kensington and Knightsbridge Electric Lighting Order 1889 :

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 Queen'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 title.

1. This Act may be cited as the Kensington Knightsbridge and Chelsea Electric Lighting Act 1893.

Confirmation of scheduled agreement for transfer of Chelsea Company's undertaking to Kensington Company.

2. The Kensington Company shall purchase from the Chelsea Company and the Chelsea Company shall sell and transfer to the Kensington Company the undertaking of the Chelsea Company authorised by the South Kensington Electric Lighting Order 1889 including all works mains and meters within the limits of the said order belonging to the Chelsea Company and used for the purposes of their said undertaking together with all rights powers privileges and easements conferred upon the Chelsea Company by the said order subject (except as between the two Companies) to all obligations contracts debts and liabilities affecting the same or any part thereof upon such terms and conditions as have been agreed upon and are set forth in the agreement contained in the schedule to this Act annexed which agreement is hereby sanctioned and confirmed and made binding on the Kensington Company and the Chelsea Company the parties thereto respectively.

Undertaking of Chelsea Company to vest in Kensington Company.

3. Immediately on the payment or satisfaction to the Chelsea Company of the price or consideration and upon the execution of a deed of conveyance under that Company's seal the undertaking so conveyed shall subject as aforesaid become absolutely vested in the Kensington Company for all such or the like estate and interest as the Chelsea Company were seized and possessed of or entitled to

at the date of such conveyance and thereupon the Kensington Company shall become subject to all the duties and liabilities imposed upon the Undertakers by the South Kensington Electric Lighting Order 1889 and shall be the Undertakers for all purposes of that order : A.D. 1893.

And the Kensington Company shall within three months from the date of such vesting produce to the Commissioners of Inland Revenue the conveyance duly stamped and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Kensington Company with full costs of suit and all costs and charges attending the same. Stamp duty on conveyance.

4. Notwithstanding the eighth section of the Kensington and Knightsbridge Electric Lighting Order 1889 and the eighth section of the South Kensington Electric Lighting Order 1889 the undertaking already held by the Kensington Company under the Kensington and Knightsbridge Electric Lighting Order 1889 and the undertaking acquired by the Kensington Company under this Act shall from and after the acquisition of the last-named undertaking by the Kensington Company be deemed for the purpose of keeping the accounts of capital employed in such undertakings to constitute one undertaking and the said accounts of capital shall be kept accordingly. Accounts of combined undertaking.

5. Section 14 sub-section (d) of the Kensington and Knightsbridge Electric Lighting Order 1889 shall be read and have effect as if the words "four weeks" were inserted therein (instead of the words "three weeks") as the period within which notice to the Undertakers as therein prescribed may be given. Amendment of section 14 of the Kensington and Knightsbridge Electric Lighting Order 1889.

6. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the two Companies in equal proportions. Costs of Act.

A.D. 1893.

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the twenty-fifth day of March one thousand eight hundred and ninety-three between the Chelsea Electricity Supply Company Limited incorporated under the Companies Acts 1862 to 1890 and herein-after called the Chelsea Company of the one part and the Kensington and Knightsbridge Electric Lighting Company Limited incorporated as aforesaid and herein-after called the Kensington Company of the other part Whereas by the South Kensington Electric Lighting Order 1889 which was granted by the Board of Trade and confirmed by Parliament by the Electric Lighting Orders Confirmation (No. 3) Act 1889 the Chelsea Company were authorised and empowered to manufacture supply and sell electrical energy and otherwise to exercise the powers conferred upon Undertakers under the Electric Lighting Acts 1882 and 1888 within the area of supply as defined in the said order And whereas by the Kensington and Knightsbridge Electric Lighting Order 1889 granted and confirmed in manner aforesaid the Kensington Company obtained similar powers in another area of supply adjoining the area included in the order of the Chelsea Company And whereas the Chelsea Company have agreed to transfer and the Kensington Company have agreed to take over from the Chelsea Company all the rights powers privileges and easements vested in or belonging to or enjoyed by the Chelsea Company and conferred upon the Chelsea Company by the South Kensington Electric Lighting Order 1889 Now these presents witness that the parties have agreed and hereby agree as follows (that is to say):—

1. This Agreement (with the exception of the eleventh clause) is made conditionally on the requisite sanction being obtained from Parliament by an authorising or confirming Act (herein-after referred to as "the enabling Act") and this Agreement shall if Parliament shall think fit be scheduled to and confirmed and made binding on both Companies by the enabling Act and shall be subject to such alterations as Parliament may think fit to make therein.

2. Subject as in the preceding clause mentioned the Chelsea Company agree to transfer and the Kensington Company agree to take over as from the date of transfer as herein-after defined all the rights powers privileges and easements conferred upon the Chelsea Company by the South Kensington Electric Lighting Order 1889 and now held by them by virtue of such order to hold the said rights powers privileges and easements to the Kensington Company

their successors and assigns as fully and effectually as if the said order had been granted in the first instance to the Kensington Company. A.D. 1893.

3. The Chelsea Company shall also sell and the Kensington Company shall purchase all works mains and meters constructed laid and placed by the Chelsea Company within the area of supply defined in the South Kensington Electric Lighting Order 1889 (with the exception of the transformer station at 1 Egerton Garden Mews) and herein-after called "the transferred area" for the purpose of transmitting distributing or measuring electrical energy. A schedule of the said works and mains and a list of the said meters has been signed for the purpose of identification by the secretary of the Chelsea Company.

4. The consideration for the transfer and sale shall be the sum of seven thousand pounds to be paid by the Kensington Company to the Chelsea Company within one month after the Royal Assent shall have been given to the enabling Act and on payment of the consideration above mentioned the said undertaking works mains and meters shall be transferred to the Kensington Company and the Chelsea Company will do and execute all such acts deeds and assurances as shall be requisite for vesting in the Kensington Company the premises herein-before agreed to be transferred and sold in such manner and form as shall be reasonably required by the Kensington Company. The date of such payment and transfer is herein-after called "the date of transfer."

5. At the date of transfer the Chelsea Company shall hand over to the Kensington Company the said works mains and meters in a good and serviceable condition fair wear and tear due to their age being considered.

6. Until the date of transfer the Chelsea Company shall maintain their existing mains and works within the transferred area in full and complete efficiency and shall satisfy all demands which they may receive for electrical energy within such area.

7. The Chelsea Company shall discharge all such of their debts (if any) as shall prior to the transfer be or become charged upon or constitute incumbrances on any part of the premises herein agreed to be transferred and sold.

8. The Chelsea Company shall not at any time during the subsistence of this Agreement do or knowingly suffer any act or thing whereby the premises hereby agreed to be transferred and sold or any part thereof can be charged or prejudicially affected or whereby any further obligation or liability may be made incumbent upon the Undertakers for the time being under the South Kensington Electric Lighting Order 1889.

9. The Kensington Company will forthwith promote and use their best endeavours to procure an Act in the present session of Parliament (being the Act in this Agreement called the enabling Act) containing such clauses as may be necessary to carry these presents into effect and to authorise the transfer and sale hereby agreed upon and the Chelsea Company will by every means in their power facilitate the obtaining of such Act. The costs charges and expenses properly incurred by the two Companies in connection with the obtaining of the said Act shall be borne and paid by the two Companies in equal shares.

A.D. 1893.

10. If the enabling Act shall not receive the Royal Assent on or before the twenty-ninth day of September one thousand eight hundred and ninety-five this Agreement shall on that day ipso facto cease and become void except for the purpose of the next following clause.

11. In the event of this Agreement becoming void under the last preceding clause any costs charges and expenses incurred by either Company in connection with the promotion of the enabling Act shall be defrayed by the two Companies in equal shares.

12. In case any dispute or difference shall arise between the parties hereto in respect of this Agreement or anything to be done in pursuance thereof the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1889 or any other subsisting statutory modification thereof.

IN WITNESS whereof the common seals of the respective Companies have been hereunto affixed the day and year first above written.

The common seal of the Kensington and Knightsbridge Electric Lighting Company Limited was affixed hereto by order of the Board.

R. S. ERSKINE Secretary.

*Seal of the
Kensington and
Knightsbridge
Electric Lighting
Company
Limited.*

The common seal of the Chelsea Electricity Supply Company Limited was hereunto affixed pursuant to a resolution of the Board of Directors in the presence of

J. IRVING COURTENAY } Directors.
C. E. WEBBER }
S. J. CLUER Secretary.

*Seal of the
Chelsea Electricity
Supply Company
Limited.*

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