



CHAPTER xxxiii.

An Act to confirm an agreement relating to the supply of electricity in the borough of Richmond (Surrey) and for other purposes. A.D. 1913.
— °
[15th August 1913.]

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 and the Richmond (Surrey) Electricity Supply Act 1907 (hereinafter called "the Act of 1907") and an agreement dated the eighth day of December one thousand eight hundred and ninety-one (hereinafter called "the agreement of 1891") scheduled to and confirmed by the Act of 1907:

And whereas the powers of the Company with reference to the supply of electricity in the borough are regulated inter alia by certain provisions contained in the agreement of 1891 and amongst such are provisions with reference to the erection and maintenance of a generating station and plant for such supply the price to be charged for the supply of electricity and the purchase of the undertaking by the mayor aldermen and burgesses of the borough (hereinafter referred to as "the corporation"):

And whereas by an agreement dated the twentieth day of January one thousand nine hundred and thirteen and made between the corporation of the one part and the Company of the other part (and which agreement is set out in the schedule to this Act) it was agreed that the Company should be enabled

[Ch. xxxiii.] *Richmond (Surrey) Electricity* [3 & 4 GEO. 5.]
Supply Act, 1913.

A.D. 1913. to take a supply of electricity in bulk as therein mentioned and such agreement also contains certain provisions with reference to a reduction in the price charged by the Company for the supply of electricity in the borough the demolition and removal of a portion of the Company's works and generating station at Richmond and for extending the period at the expiration of which the undertaking of the Company is purchaseable by the corporation under the agreement of 1891 :

And whereas it is expedient that such agreement should be confirmed and that the provisions of the agreement of 1891 and of the Act of 1907 should 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 title.

1. This Act may be cited as the Richmond (Surrey) Electricity Supply Act 1913.

Confirmation
of agree-
ment.

2. Subject to the provisions of this Act the terms of the agreement dated the twentieth day of January one thousand nine hundred and thirteen 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.

Power to
Company to
take supply
in bulk from
other com-
panies &c.

3. Notwithstanding anything contained in the agreement of 1891 or the Act of 1907 but subject and without prejudice to the provisions contained in section 6 of that Act the Company may take a supply of electricity in bulk from the Metropolitan District Railway Company the London Electric Railway Company or the County of London Electric Supply Company Limited or (with the approval in writing of the corporation) from any other local authority company or person Provided that such approval shall not be unreasonably withheld and that if any difference shall arise between the corporation and the Company as to whether such approval is in any case unreasonably withheld such difference shall be determined by an arbitrator to be agreed upon or failing agreement by two arbitrators one to be appointed

[3 & 4 GEO. 5.] *Richmond (Surrey) Electricity* [Ch. xxxiii.]
Supply Act, 1913.

by each party and in accordance with the Arbitration Act 1889 A.D. 1913.
Provided also that all provisions for the protection of the
Postmaster-General and his telegraphic lines contained in the
Acts or Orders of any local authority company or person
supplying electricity to the Company under this section shall
apply to the supply of electricity in bulk to the Company under
this section and to any works constructed by such local authority
company or person for the purpose of giving such supply.

4. The Company shall deliver to the Registrar of Joint Copy of Act
Stock Companies a printed copy of this Act and he shall retain to be regis-
and register the same and if such copy is not so delivered within tered.
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.

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.

5. All costs charges expenses and liabilities of and pre- Costs of Act.
liminary 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.

A.D. 1913.

The SCHEDULE referred to in the foregoing Act.

Stamp.

Ten
shillings.

MEMORANDUM OF AGREEMENT made and entered into this twentieth day of January one thousand nine hundred and thirteen 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 the Company are desirous of making arrangements for the taking of the supply of electricity required for the purposes of the Richmond (Surrey) Electricity Supply Act 1907 and the memorandum of agreement contained in the schedule to that Act in bulk from an outside source:

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

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 taking such supply of electricity in bulk from the Lots Road generating station of the Metropolitan District Railway Company or from the County of London Electric Supply Company Limited or subject to the previous approval in writing of the corporation from such other source as the Company may arrange but such approval shall not be unreasonably withheld.

2. The Company shall make the following reductions in the price charged by the undertakers at the date of this agreement for the supply of electricity to ordinary consumers for lighting purposes within their area of supply (viz.):—

- (A) A reduction of one farthing per Board of Trade unit not later than six months after the date of commencement of the said bulk supply:
- (B) A further reduction of one farthing per Board of Trade unit not later than eighteen months after the date last above mentioned:
- (C) A further reduction of one halfpenny per Board of Trade unit not later than three years after the said date:

[3 & 4 GEO. 5.] *Richmond (Surrey) Electricity* [Ch. xxxiii.]
Supply Act, 1913.

Provided always that such reductions shall not apply to consumers charged under special agreements below the present ordinary flat rate of fivepence halfpenny per unit. A.D. 1913.

3. The corporation at any time after the expiration of five years after the last-mentioned reduction in the price for the supply of electricity to such ordinary consumers for lighting purposes shall have the right to make application to the Company for a further reduction in the price and in the event of the corporation and the Company failing to agree as to any such further reduction then on the application of the corporation the matter shall be referred to an arbitrator to be appointed by the President for the time being of the Institution of Electrical Engineers who shall have power to revise by reducing or increasing the price of electricity as aforesaid 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 price for lighting purposes as aforesaid shall be accepted by and be binding upon both parties to this agreement. Provided also that the corporation shall have the right to make an application for a reduction in the price of electricity for lighting purposes as aforesaid after the expiration of any or every period of five years after the date of the then last previous application and thereupon in default of agreement between the parties the arbitrator shall have the same power of revision as is above mentioned.

4. Within six months from the date of commencement of a bulk supply of electricity as aforesaid the Company shall at their own cost and subject to the approval of the Board of Trade which approval the Company shall with the assistance if need be of the corporation use their best endeavours to obtain demolish and remove the now-existing chimney shaft at the Company's works at Richmond aforesaid.

5. In consideration of the provisions in these presents contained the corporation hereby agree to the extension of the period at the expiration of which they shall have power to purchase the electric lighting undertaking of the Company under clause fifteen of the agreement scheduled to the Richmond (Surrey) Electricity Supply Act 1907 for a further thirty years from the eighth day of December one thousand nine hundred and twenty-one.

6. In the event of the corporation exercising the power to purchase the electric lighting undertaking of the Company under clause 15 of the agreement scheduled to the Richmond (Surrey) Electricity Supply Act 1907 as amended by clause 5 hereof any of the present generating plant rendered useless in consequence of the change over to bulk supply shall be removed from the Company's

[Ch. xxxiii.] *Richmond (Surrey) Electricity* [3 & 4 GEO. 5.]
Supply Act, 1913.

A.D. 1913. premises and excluded from the operation of the purchase clauses above referred to.

7. 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 clauses 5 and 6 herein contained and the corporation shall likewise at the cost of the Company support any application to the Board of Trade or Parliament to give effect thereto.

8. 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 concerning the works herein referred to or the rights duties or liabilities of the Company or the corporation under any clause hereof or in connection with the premises such dispute or difference shall be referred failing agreement as to a single arbitrator to two arbitrators one to be appointed by each party and in accordance with the Arbitration Act 1889.

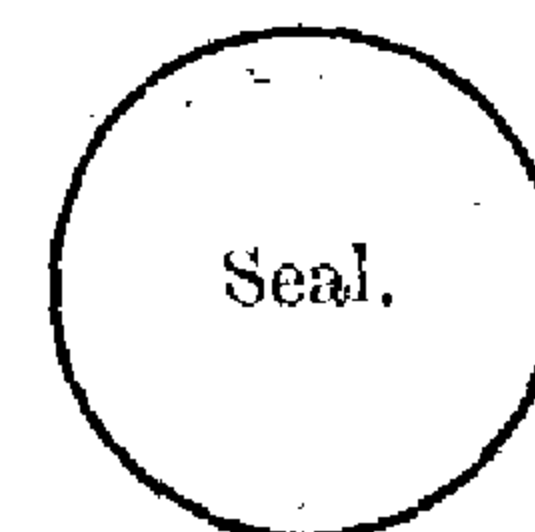
In witness whereof the corporation have caused their corporate seal to be hereunto affixed and the Company have hereunto affixed their common seal the day and year first above written.

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



JAMES W. SZLUMPER }
R. W. SIMPSON } Members of the Council.
J. J. BISGOOD 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 }



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

Printed by EYRE and SPOTTISWOODE, Ltd.,

FOR

FREDERICK ATTEBURY, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., FETTER LANE, E.C., and 54, ST. MARY STREET, CARDIFF; or
H.M. STATIONERY OFFICE (SCOTTISH BRANCH), 23, FORTH STREET, EDINBURGH; or
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN;
or from the Agencies in the British Colonies and Dependencies,
the United States of America, the Continent of Europe and Abroad of
T. FISHER UNWIN, LONDON, W.C.