



## CHAPTER ix.

An Act to transfer to the Northern Counties Electricity Supply Company Limited the undertakings authorised by the Hebburn Electric Lighting Order 1900 and the Felling Electric Lighting Order 1901 and for other purposes. A.D. 1913.  
[4th July 1913.]

**W**HEREAS the Northern Counties Electricity Supply Company Limited (hereinafter called "the Company") were on the twenty-sixth day of November one thousand nine hundred registered as a company limited by shares under and pursuant to the Companies Acts 1862 to 1900 the objects for which the Company were established being amongst others to act as undertakers for the supply of electricity for lighting heating power and any other public or private purpose within the United Kingdom :

And whereas the Company have obtained and acquired several Provisional Orders which have been confirmed by Parliament whereby they are authorised to supply and are supplying electricity for all public and private purposes within the areas of supply under the said Orders in the counties of Northumberland and Durham and the north riding of the county of York :

And whereas by the Hebburn Electric Lighting Order 1900 and the Felling Electric Lighting Order 1901 the urban district councils of Hebburn and Felling respectively in the county of Durham are authorised to supply electricity for all public and private purposes within their respective districts and the Company are by agreement with those councils working

A.D. 1913. — their undertakings and have for that purpose constructed and laid down electric works and mains and are supplying electricity within the said districts:

And whereas the said councils have agreed to transfer the undertakings authorised by the said Orders to the Company on the terms of the agreements which are respectively set forth in the schedule to this Act and it is expedient that those undertakings be transferred to and vested in the Company accordingly and that the said agreements be confirmed and made binding upon the respective parties thereto:

And whereas the Company let on hire or dispose of on terms of payment by instalments and also enter into agreements with other companies or persons to let on hire or dispose of on terms of payment by instalments to consumers of the Company machinery and appliances for use in mines works and premises within the Company's several areas of supply and the provision of such machinery and appliances involving large expenditure it is expedient to make such provision as is hereinafter contained for the safety and return of all such machinery and appliances whether the same be let on hire or disposed of as aforesaid by the Company or by contractors under contract with the Company:

And whereas it is expedient to make further and better provision with respect to the form of the annual statements of account which are required to be filled up and published by the Company in respect of their several undertakings:

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):—

Short title.

1. This Act may be cited as the Northern Counties Electricity Supply Company Limited Act 1913.

Interpretation.

2. Words and expressions to which meanings are assigned by the Electric Lighting Acts 1882 to 1909 or by the Electric Lighting (Clauses) Act 1899 have in this Act the same respective meanings unless there be something in the subject or context repugnant to such construction.

3. The agreements contained in the schedule to this Act are hereby confirmed and made binding on the parties thereto respectively and shall be carried out as if they formed part of this Act.

A.D. 1913.  
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Confirma-  
tion of sche-  
duled agree-  
ments.

4.—(1) In this section the words “apparatus and appliances” include all engines machines motors accumulators cables conductors services wires tubes pipes insulators distributing cut-out and other boxes switches transformers lamps meters fittings and other apparatus and appliances the word “consumer” means any company body or person having an agreement with the Company for the supply of energy under statutory authority or an agreement with the Company made before the passing of this Act for the supply of energy for use within the urban districts of Hebburn or Felling respectively and the word “contractor” means any company body or person who has by contract with the Company let or agreed to let on hire or disposed of or agreed to dispose of on terms of payment by instalments any apparatus and appliances to a consumer.

Exemption  
of fittings  
&c. let on  
hire by con-  
tractors from  
distress.

(2) All apparatus and appliances let on hire or disposed of on terms of payment by instalments by a contractor to a consumer or which a contractor may have agreed to let on hire or dispose of as aforesaid and being in or upon premises to which the Company have agreed to give a supply of energy shall at all times subject to the terms of the contract between the contractor and the consumer continue to be the property of the contractor and be removable by the contractor or by the Company at the request of the contractor and subject as aforesaid the power to enter premises for the removal of fittings conferred upon the Company by section 24 of the Electric Lighting Act 1882 and the provisions of section 25 of that Act and of section 16 of the Electric Lighting Act 1909 shall extend and apply to all such apparatus and appliances so long as they remain the property of the contractor as if the same were apparatus and appliances let by the Company on hire or belonging to the Company within the meaning of such sections or any of them Provided that the distinguishing metal plate or distinguishing brand or mark required by the said section 16 to be affixed to or impressed or made on such apparatus and appliances sufficiently indicates that the contractor is the actual owner thereof and that such apparatus and appliances are protected by virtue of this Act.

A.D. 1913.  
Accounts.

5. The Company may make up one annual statement of account in respect of all the undertakings for the time being belonging to them and carried on under the provisions of any special Act or under the provisions of any Provisional Order made by the Board of Trade and confirmed by Parliament and it shall not be necessary for the Company to make up a separate statement of account in respect of each such undertaking. Such annual statement shall be made in such form and shall contain such particulars as the Board of Trade may from time to time prescribe and the provisions of section 9 of the Electric Lighting Act 1882 (relating to the publication of accounts and the keeping and sale of copies thereof) and of section 6 (relating to audit of undertakers' accounts) of the Electric Lighting (Clauses) Act 1899 shall extend and apply to each such annual statement of account.

Exempting  
Company  
from provi-  
sions against  
association  
&c.

6. So much of any Provisional Order or of the schedule to the Electric Lighting (Clauses) Act 1899 incorporated with any Provisional Order for the purposes of which the Company are or shall become the undertakers as defined by the Electric Lighting Act 1882 as prohibits the undertakers from purchasing or acquiring the undertaking of or associating themselves with any company or person supplying energy under any licence Provisional Order or special Act unless the undertakers are authorised by Parliament to do so shall not be construed as prohibiting the Company from entering into any contract with any other company or person so authorised or from subscribing for or otherwise acquiring or holding shares or securities of any other company.

Costs of Act.

7. 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 Company.

The SCHEDULE referred to in the foregoing Act.

A.D. 1913.

AN AGREEMENT made the second day of April 1913 between the URBAN DISTRICT COUNCIL OF HEBBURN (hereinafter called "the council") of the first part the NORTHERN COUNTIES ELECTRICITY SUPPLY COMPANY LIMITED whose registered office is situate at Hinton's Buildings Middlesbrough (hereinafter called "the Company") of the second part the COUNTY OF DURHAM ELECTRIC POWER SUPPLY COMPANY whose chief office is situate at Royal Exchange Buildings Newcastle-upon-Tyne (hereinafter called "the Durham Company") of the third part the NEWCASTLE-UPON-TYNE ELECTRIC SUPPLY COMPANY LIMITED whose registered office is situate at Royal Exchange Buildings Newcastle-upon-Tyne aforesaid (hereinafter called "the Newcastle Company") of the fourth part and the URBAN DISTRICT COUNCIL OF FELLING (hereinafter called "the Felling Council") of the fifth part.

WHEREAS the council being the local authority for the purposes of the Electric Lighting Acts 1882 and 1888 applied for and obtained from the Board of Trade a Provisional Order (hereinafter called "the Order of 1900") for the supply of electrical energy within the Hebburn Urban District (hereinafter called "the district") which Provisional Order was confirmed by the Electric Lighting Orders Confirmation (No. 4) Act 1900 and the council are the undertakers for the purposes of the Order of 1900:

And whereas by an agreement dated the 9th day of September 1901 and made between the council of the one part and the Company of the other part the Company contracted with the council for the execution and maintenance of works needed for the purpose of the supply of electricity and for the supply at prices therein mentioned of electricity for all public and private purposes within the district and also contracted to do all things necessary for the due exercise of the rights and liabilities conferred upon the council by the Order of 1900 And by the said agreement it was provided that the council might at



A. D. 1913. the end of ten years from the date thereof and at the end of any subsequent period of seven years by giving two years' notice in writing of their intention in that behalf acquire the undertaking of the Company under the said Order at its then value as a going concern:

And whereas by an agreement dated the 8th day of March 1909 and made between the council of the first part the Company of the second part the Durham Company of the third part and the Newcastle Company of the fourth part the option of purchase conferred upon the council by the said recited agreement of the 9th day of September 1901 was varied and it was provided that the council might exercise the same at the end of twenty-one years from the date thereof and at the end of every subsequent period of seven years thereafter and it was further provided that in the event of the council exercising their rights of purchase the Durham Company would if requested by the council provide the council in bulk with such supply of electricity as should be necessary to enable the council to provide for all public and private purposes of the said Order and the Newcastle Company agreed to supply the Durham Company with sufficient electricity to enable them to fulfil their obligations under the said reciting agreement:

And whereas in pursuance of the said agreement of the 9th day of September 1901 as varied by the said agreement of the 8th day of March 1909 the Company have executed and maintained works for the distribution of electricity and have supplied and are supplying electricity for public and private purposes within the district and the Company have repaid to the council the expenses incurred by them in and about and incidental to obtaining the said Order:

And whereas doubts have arisen as to the validity of the said agreements of the 9th day of September 1901 and the 8th day of March 1909 and it has been agreed between the council and the Company that the undertaking authorised by the Order of 1900 shall be transferred to the Company upon the terms of this agreement and that on such transfer the rights powers authorities obligations and liabilities of the council in respect of the undertaking shall be transferred to and may be exercised by and shall attach to the Company and that the Company shall subject to the provisions of the Order of 1900 and this agreement become the undertakers for the purposes of that Order and that that Order shall be construed accordingly:

And whereas the Company have introduced into Parliament and there is now pending a Bill for an Act to transfer to the Company the undertaking authorised by the Order of 1900:

Now this agreement witnesseth:

A.D. 1913.

1. The Company will indemnify the council against all actions claims and demands which may be brought or made against them by reason or in consequence of anything done or omitted to be done by the Company in performance or intended performance of the provisions of the said agreements of the 9th day of September 1901 and the 8th day of March 1909 or of this agreement and of the Order of 1900 Should any such action claim or demand be brought or made against the council the Company shall be entitled at their own expense and if they so desire by their own solicitor to defend or resist such action claim or demand in the name and on behalf of the council.

2. Subject to the provisions hereinafter contained the council as from the date of the Act confirming this agreement transfer the undertaking of the council under the Order of 1900 and all their rights powers authorities and obligations and liabilities as undertakers under the Order of 1900 to the Company and the Company shall be the undertakers for the purposes of the Order of 1900.

3. The Company shall duly and effectually perform all the obligations imposed upon them by this agreement or as the undertakers by the Order of 1900 or by any regulations made by the Board of Trade under the Electric Lighting Acts 1882 to 1909 or the Electric Lighting (Clauses) Act 1899 and the Company shall maintain and carry on the said undertaking and exercise observe and perform all the powers authorities obligations liabilities and duties of the council under the Order of 1900.

4.—(A) The council may at the end of 21 years from the 8th day of March 1909 or at the end of any subsequent period of seven years thereafter by giving not less than six months' notice in writing to the Company require the Company to sell and thereupon the Company shall sell to them the undertaking authorised by the Order of 1900 (including all lands buildings works materials and plant suitable to and used by the Company for the purposes of the undertaking in the district) upon the terms of the council paying to the Company an amount equal to the then value of the said undertaking as a going concern that value to be determined in default of agreement by arbitration under section 28 of the Electric Lighting Act 1882.

(B) From the date on which the purchase takes effect the said undertaking shall vest in the council 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 within the district shall cease and shall vest in the council who shall again become the undertakers for the purposes of the Order of 1900.

A.D. 1913.

(c) In addition to the special power of purchase given by this paragraph the council may purchase the said undertaking under and subject to the provisions of section 2 of the Electric Lighting Act 1888 upon the expiration of forty-two years from the 9th day of September 1901 or on the expiration of every subsequent period of ten years.

5.—(A) The council and the Felling Council may on giving not less than six months' notice in writing to the Company terminating on or before the 1st day of March 1934 or at the expiration of every subsequent period of seven years from that date jointly require the Company to sell and the Company shall sell to them the undertakings authorised by the Order of 1900 and the Felling Electric Lighting Order 1901 (including all lands buildings works material and plant suitable to and used by the Company for the purpose of the two undertakings aforesaid) upon the terms of the council and the Felling Council paying to the Company an amount equal to the then value of the said undertakings as going concerns without any claim for severance (if any) of the one undertaking from the other that value to be determined in default of agreement by arbitration under section 28 of the Electric Lighting Act 1882.

(B) From the date on which the purchase takes effect the undertaking authorised by the Order of 1900 shall vest in the council freed from all debts mortgages or similar obligations of the Company or attaching to the undertaking and the undertaking authorised by the said Order of 1901 shall vest in the Felling Council freed from all debts mortgages or similar obligations of the Company or attaching to that undertaking and the powers of the Company in relation to the supply of electricity within the district and the Felling Urban District shall cease and shall vest in the council and the Felling Council respectively who shall become the undertakers for the purposes of the Order of 1900 and the said Order of 1901 respectively.

(c) In addition to the special power of purchase given by this paragraph the council and the Felling Council may jointly purchase the undertakings authorised by the Order of 1900 and the said Order of 1901 under and subject to the provisions of section 2 of the Electric Lighting Act 1888 upon the expiration of forty-two years from the 22nd day of April 1902 or upon the expiration of any subsequent period of ten years.

6. The Company may at any time sell or transfer the whole or any part or parts of any generating plant for the time being installed in the generating station erected by them in the district for the purposes of the Order of 1900 provided that the Company shall not be entitled without the previous consent of the council under their common seal to sell or transfer any distributing main or distributing apparatus which may at any time be purchasable by the council.



A.D. 1913.

7. The council will not oppose any application to the Board of Trade or Parliament for a Provisional Order or special Act authorising the transfer of the undertaking under the Order of 1900 to the Durham Company or to the County of Durham Electrical Power Distribution Company Limited except in so far as may be necessary to preserve the existing rights and interests of the council including their rights and interests under this agreement and the Act confirming the same.

8. The Company will supply consumers in the district with electricity for any public or private purposes on terms not less favourable to the consumers and the Company respectively than those upon which electricity is for the time being supplied by the Durham Company or the Newcastle Company in districts adjacent to the River Tyne supplied by those companies or either of them.

9. The Company shall if required by the council supply electricity for tramway purposes in the district to any tramway company at the rate of decimal nine of a penny for each Board of Trade unit supplied the accounts in respect thereof to be paid monthly Provided always that the Company shall not be bound to give any such supply unless payment for the same shall be secured or guaranteed to their reasonable satisfaction.

10. The council and the Company may by agreement from time to time alter the price or prices hereinbefore prescribed subject to the maximum prices prescribed by the Order of 1900 And any prices so altered shall for all purposes be substituted for the prices hereinbefore prescribed.

11. In the event of the council exercising their rights of purchase under this agreement the Durham Company hereby agree that they will if requested by the council provide the council in bulk with such supply of electricity as shall be necessary to enable the council to provide for all public and private purposes of the Order of 1900 upon the terms and conditions contained in the schedule hereto and the Newcastle Company will supply the Durham Company with sufficient electricity to enable them to fulfil their obligations under this paragraph.

12. The council hereby consent to the Durham Company breaking up streets within the district in so far as may be necessary for the laying down and maintaining of connecting mains for supplying electricity for the purposes of this agreement but subject in all respects to the provisions of the Electric Lighting Act 1882 and the Electric Lighting (Clauses) Act 1899.

13. Nothing herein or in the Bill contained shall prejudice the rights and obligations of the Company and the council under an

A.D. 1913. agreement in respect of public lighting in the district dated the 1st day of April 1911 and made between the council of the one part and the Company of the other part.

14. The council shall at the request and at the expense of the Company do all such acts deeds and things as the Company may from time to time reasonably require to secure the passing of the Bill into law so far as the same relates to the undertaking authorised by the Order of 1900.

15. The said agreements dated the 9th day of September 1901 and the 8th day of March 1909 are hereby determined as from the date of the Act confirming this agreement.

16. The Company will use their best endeavours to cause this agreement to be scheduled to and confirmed by the Bill.

17. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if Parliament makes any material alterations in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

18. Any question as to the construction of this agreement or arising under this agreement or required by this agreement to be determined by arbitration shall (except as otherwise provided) be referred to a single arbitrator under the Arbitration Act 1889.

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

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The SCHEDULE above referred to.

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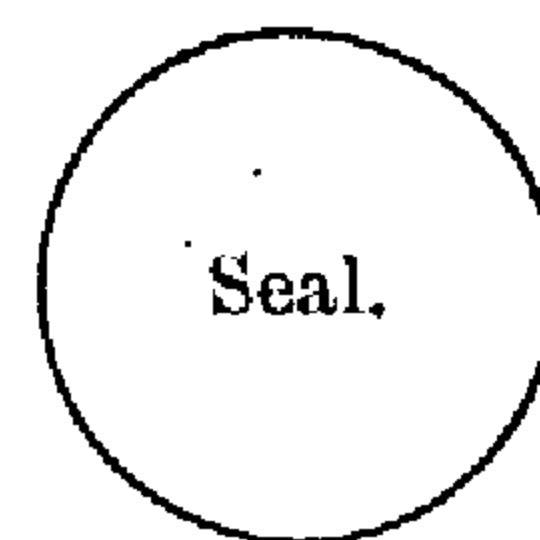
PRICES FOR SUPPLY OF ELECTRICITY IN BULK.

Supply shall be given under terms and conditions not less favourable than those under which the Durham Company or the Newcastle Company may then be supplying in bulk to other local authorities whose areas of supply are situate adjacent to the River Tyne provided that in no event shall the tariffs for the supply of current only to the council (where the entire requirements of the district are taken from the Durham Company or the Newcastle Company) exceed on the average—

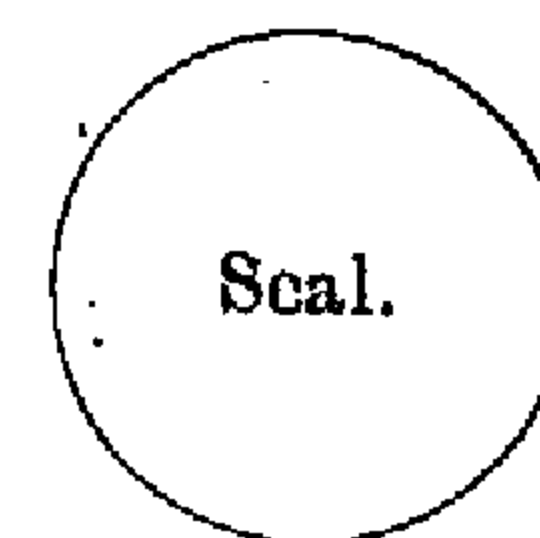
- (A) For all purposes other than for tramways the sum of six shillings and eightpence per kilowatt of maximum demand per month and in addition the sum of one-third of a penny to be paid monthly for each Board of Trade unit supplied:

(B) For tramway purposes the sum of decimal nine of a penny to A.D. 1913.  
be paid monthly for each Board of Trade unit supplied.

The common seal of the urban district council of }  
Hebburn was hereunto affixed in the presence of }  
JNO. D. GORDON Chairman.  
THOMAS STUART Clerk.

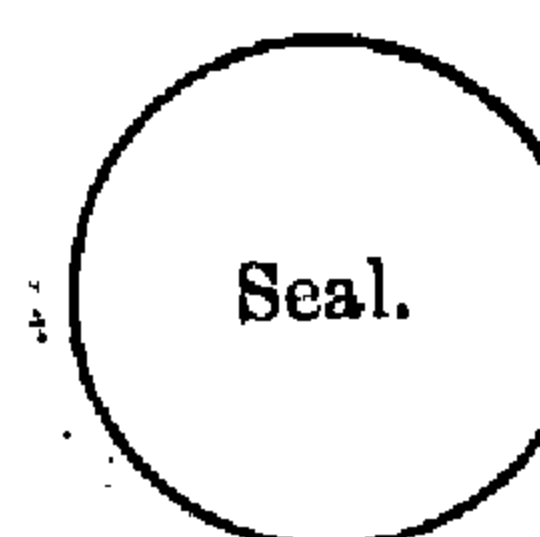


The common seal of the Northern Counties Electricity }  
Supply Company Limited was hereunto affixed in }  
the presence of }



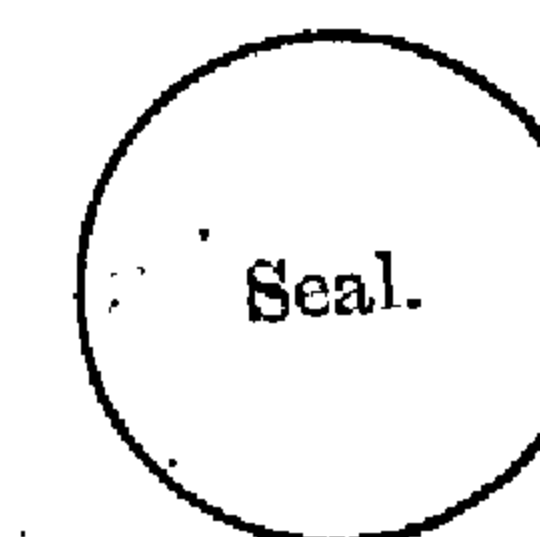
JAMES FALCONER }  
ARNOLD B. GRIDLEY } Directors.  
J. W. BETHELL Secretary.

The common seal of the County of Durham Electric }  
Power Supply Company was hereunto affixed in the }  
presence of }



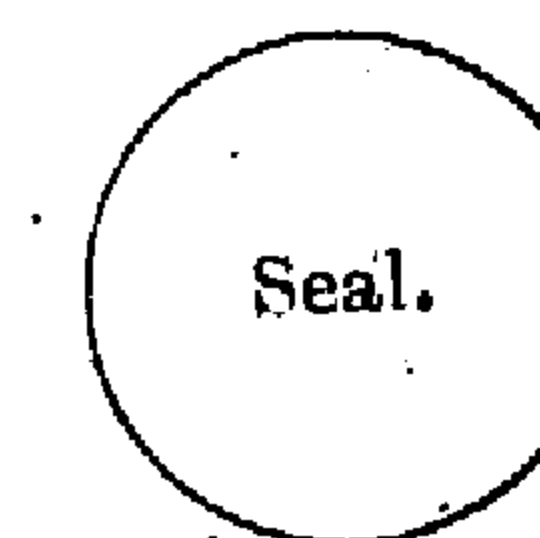
R. P. SLOAN }  
WM. L. MADGEN } Directors.  
NORMAN H. FIRMIN Secretary.

The common seal of the Newcastle-upon-Tyne Electric }  
Supply Company Limited was hereunto affixed in }  
the presence of }



JAMES TENNANT }  
LINDSAY WOOD } Directors.  
M. SHORT Secretary.

The common seal of the urban district council of }  
Felling was hereunto affixed in the presence of }  
WM. TAYLOR Chairman.  
RALPH HALL Clerk.



A.D. 1913. AN AGREEMENT made the second day of April 1913 between the URBAN DISTRICT COUNCIL OF FELLING (hereinafter called "the council") of the first part the NORTHERN COUNTIES ELECTRICITY SUPPLY COMPANY LIMITED whose registered office is situate at Hinton's Buildings Middlesbrough (hereinafter called "the Company") of the second part the COUNTY OF DURHAM ELECTRIC POWER SUPPLY COMPANY whose chief office is situate at Royal Exchange Buildings Newcastle-upon-Tyne (hereinafter called "the Durham Company") of the third part the NEWCASTLE-UPON-TYNE ELECTRIC SUPPLY COMPANY LIMITED whose registered office is situate at Royal Exchange Buildings Newcastle-upon-Tyne aforesaid (hereinafter called "the Newcastle Company") of the fourth part and the URBAN DISTRICT COUNCIL OF HEBBURN (hereinafter called "the Hebburn Council") of the fifth part.

WHEREAS the council being the local authority for the purposes of the Electric Lighting Acts 1882 and 1888 applied for and obtained from the Board of Trade a Provisional Order (hereinafter called "the Order of 1901") for the supply of electrical energy within the Felling Urban District Council (hereinafter called "the district") which Provisional Order was confirmed by the Electric Lighting Orders Confirmation (No. 3) Act 1901 and the council are the undertakers for the purposes of the Order of 1901:

And whereas by an Agreement dated the 22nd day of April 1902 and made between the council of the one part and the Company of the other part the Company contracted with the council for the execution and maintenance of works needed for the purpose of the supply of electricity and for the supply at prices therein mentioned of electricity for all public and private purposes within the district and also contracted to do all things necessary for the due exercise of the rights and liabilities conferred upon the council by the Order of 1901 and by the said agreement it was provided that the council might at the end of ten years from the date thereof and at the end of any subsequent period of seven years by giving two years' notice in writing of their intention in that behalf acquire the undertaking of the Company under the said Order at its then value as a going concern:

And whereas in pursuance of the said recited agreement of the 22nd day of April 1902 the Company have executed and maintained the works needed for the distribution of electricity and have supplied and are supplying electricity for all public and private purposes within the

district and the Company have repaid to the council the expenses incurred by them in and about and incidental to obtaining the said Order: A.D. 1913.

And whereas doubts have arisen as to the validity of the said agreement of the 22nd day of April 1902 and it has been agreed between the council and the Company that the undertaking authorised by the Order of 1901 shall be transferred to the Company upon the terms of this agreement and that on such transfer the rights powers authorities obligations and liabilities of the council in respect of the undertaking shall be transferred to and may be exercised by and shall attach to the Company and that the Company shall subject to the provisions of the Order of 1901 and this agreement become the undertakers for the purposes of that Order and that that Order shall be construed accordingly:

And whereas the Company have introduced into Parliament and there is now pending a Bill for an Act to transfer to the Company the undertaking authorised by the Order of 1901:

Now this agreement witnesseth:

1. The Company will indemnify the council against all actions claims and demands which may be brought or made against them by reason or in consequence of anything done or omitted to be done by the Company in performance or intended performance of the provisions of the said agreement of the 22nd day of April 1902 or of this agreement and of the Order of 1901 Should any such action claim or demand be brought or made against the council the Company shall be entitled at their own expense and if they so desire by their own solicitor to defend or resist such action claim or demand in the name and on behalf of the council.

2. Subject to the provisions hereinafter contained the council as from the date of the Act confirming this agreement transfer the undertaking of the council under the Order of 1901 and all their rights powers authorities and obligations and liabilities as undertakers under the Order of 1901 to the Company and the Company shall be the undertakers for the purposes of the Order of 1901.

3. The Company shall duly and effectually perform all the obligations imposed upon them by this agreement or as the undertakers by the Order of 1901 or by any regulations made by the Board of Trade under the Electric Lighting Acts 1882 to 1909 or the Electric Lighting (Clauses) Act 1899 and the Company shall maintain and carry on the said undertaking and exercise observe and perform all the powers authorities obligations liabilities and duties of the council under the Order of 1901.

4.—(A) The council may at the end of twenty-one years from the 1st day of March 1913 or at the end of any subsequent period of



A.D. 1913. seven years thereafter by giving not less than six months' notice in writing to the Company require the Company to sell and thereupon the Company shall sell to them the undertaking authorised by the Order of 1901 (including all lands buildings works materials and plant suitable to and used by the Company for the purposes of the undertaking in the district) upon the terms of the council paying to the Company an amount equal to the then value of the said undertaking as a going concern that value to be determined in default of agreement by arbitration under section 28 of the Electric Lighting Act 1882.

(B) From the date on which the purchase takes effect the said undertaking shall vest in the council 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 within the district shall cease and shall vest in the council who shall again become the undertakers for the purposes of the Order of 1901.

(C) In addition to the special power of purchase given by this paragraph the council may purchase the said undertaking under and subject to the provisions of section 2 of the Electric Lighting Act 1888 upon the expiration of forty-two years from the 22nd day of April 1902 or on the expiration of every subsequent period of ten years.

5.—(A) The council and the Hebburn Council may on giving not less than six months' notice in writing to the Company terminating on or before the 1st day of March 1934 or at the expiration of every subsequent period of seven years from that date jointly require the Company to sell and the Company shall sell to them the undertakings authorised by the Order of 1901 and the Hebburn Electric Lighting Order 1900 (including all lands buildings works material and plant suitable to and used by the Company for the purpose of the two undertakings aforesaid) upon the terms of the council and the Hebburn Council paying to the Company an amount equal to the then value of the said undertakings as going concerns without any claim for severance (if any) of the one undertaking from the other that value to be determined in default of agreement by arbitration under section 28 of the Electric Lighting Act 1882.

(B) From the date on which the purchase takes effect the undertaking authorised by the Order of 1901 shall vest in the council freed from all debts mortgages or similar obligations of the Company or attaching to the undertaking and the undertaking authorised by the said Order of 1900 shall vest in the Hebburn Council freed from all debts mortgages or similar obligations of the Company or attaching to that undertaking and the powers of the Company in relation to the supply of electricity within the district and the Hebburn Urban District shall cease and shall vest in the council and the Hebburn Council respectively who shall become the undertakers for the purposes of the Order of 1901 and the said Order of 1900 respectively.

(c) In addition to the special power of purchase given by this paragraph the council and the Hebburn Council may jointly purchase the undertakings authorised by the Order of 1901 and the said Order of 1900 under and subject to the provisions of section 2 of the Electric Lighting Act 1888 upon the expiration of 42 years from the 22nd day of April 1902 or upon the expiration of any subsequent period of ten years. A.D. 1913.

6. The council will not oppose any application to the Board of Trade or Parliament for a Provisional Order or special Act authorising the transfer of the undertaking under the Order of 1901 to the Durham Company or to the County of Durham Electrical Power Distribution Company Limited except in so far as may be necessary to preserve the existing rights and interests of the council including their rights and interests under this agreement and the Act confirming the same.

7. The Company will supply consumers in the district with electricity for any public or private purposes on terms not less favourable to the consumers and the Company respectively than those upon which electricity is for the time being supplied by the Durham Company or the Newcastle Company in districts adjacent to the River Tyne supplied by those companies or either of them.

8. The prices to be charged by the Company in the district for public lighting shall not exceed the following if the supply be taken for not less than ten years:—

- (i) Forty-five shillings per annum per sixteen candle power incandescent lamp burning three thousand six hundred hours The Company to provide all the lamps and lamp pillars and provide all necessary fittings and to light and extinguish all such lamps and to maintain the said lamps and fittings The council to paint the lamps and lamp pillars and keep the same in repair:
- (ii) For not less than thirty arc lamps each of two thousand candle power arranged in series of five each lamp fitted on a lamp post having upon it two brackets for sixteen candle power incandescent lamps and the lamps to correspond the sum of eighteen pounds per annum for each such arc lamp and pair of incandescent lamps:
- (iii) The council to paint the lamp pillars arc lamps and all necessary incandescent lamps and fittings the Company to light and extinguish all such lamps and to maintain the said lamps and fittings such lighting in the case of arc lamps to commence one hour after sunset and end at eleven p.m. and in the case of incandescent lamps to commence at eleven p.m. and end at daylight:

A.D. 1913.

Provided always that if less than thirty arc lamps are installed the price charged per arc lamp and pair of incandescent lamps shall be twenty pounds per annum.

9. The Company shall if required by the council supply electricity for tramway purposes in the district to any tramway company at the rate of decimal nine of a penny for each Board of Trade unit supplied the accounts in respect thereof to be paid monthly Provided always that the Company shall not be bound to give any such supply unless payment for the same shall be secured or guaranteed to their reasonable satisfaction.

10. The council and the Company may by agreement from time to time alter the price or prices hereinbefore prescribed subject to the maximum prices prescribed by the Order of 1901 and any prices so altered shall for all purposes be substituted for the prices hereinbefore prescribed.

11. In the event of the council exercising their rights of purchase under this agreement the Durham Company hereby agree that they will if requested by the council provide the council in bulk with such supply of electricity as shall be necessary to enable the council to provide for all public and private purposes of the Order of 1901 upon the terms and conditions contained in the schedule hereto and the Newcastle Company will supply the Durham Company with sufficient electricity to enable them to fulfil their obligations under this paragraph and for the purpose of this clause only the council hereby consent to the Durham Company breaking up streets within the district in so far as may be necessary for the laying down and maintaining of connecting mains for supplying electricity for the purposes of this agreement but subject in all respects to the provisions of the Electric Lighting Act 1882 and the Electric Lighting (Clauses) Act 1899.

12. The council shall at the request and at the expense of the Company do all such acts deeds and things as the Company may from time to time reasonably require to secure the passing of the Bill into law so far as the same relates to the undertaking authorised by the Order of 1901.

13. The said agreement dated the 22nd day of April 1902 is hereby determined as from the date of the Act confirming this agreement.

14. The Company will use their best endeavours to cause this agreement to be scheduled to and confirmed by the Bill.

15. This agreement is made subject to such alterations as Parliament shall think fit to make therein but if Parliament makes any material alterations in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

16. Any question as to the construction of this agreement or arising under this agreement or required by this agreement to be determined by arbitration shall (except as otherwise provided) be referred to a single arbitrator under the Arbitration Act 1889. A.D. 1913.

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

---

The SCHEDULE above referred to.

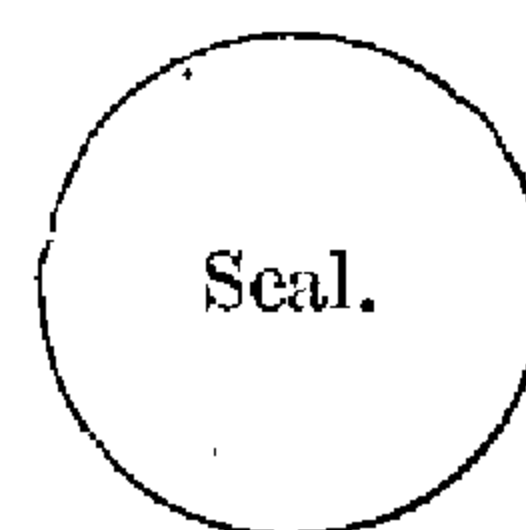
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PRICES FOR SUPPLY OF ELECTRICITY IN BULK.

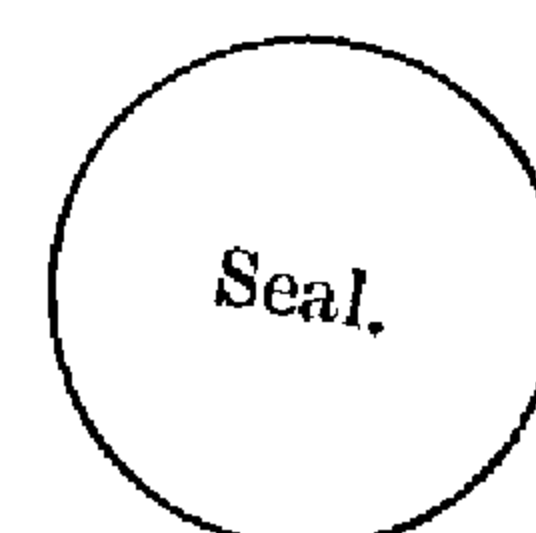
Supply shall be given under terms and conditions not less favourable than those under which the Durham Company or the Newcastle Company may then be supplying in bulk to other local authorities whose areas of supply are situate adjacent to the River Tyne provided that in no event shall the tariffs for the supply of current only to the council (where the entire requirements of the district are taken from the Durham Company or the Newcastle Company) exceed on the average—

- (A) For all purposes other than for tramways the sum of six shillings and eightpence per kilowatt of maximum demand per month and in addition the sum of one-third of a penny to be paid monthly for each Board of Trade unit supplied:
- (B) For tramway purposes the sum of decimal nine of a penny to be paid monthly for each Board of Trade unit supplied.

The common seal of the urban district council of }  
Felling was hereunto affixed in the presence of }  
WM. TAYLOR Chairman.  
RALPH HALL Clerk.



The common seal of the Northern Counties Electricity }  
Supply Company Limited was hereunto affixed in }  
the presence of }  
JAMES FALCONER }  
ARNOLD B. GRIDLEY } Directors.  
J. W. BETHELL Secretary.



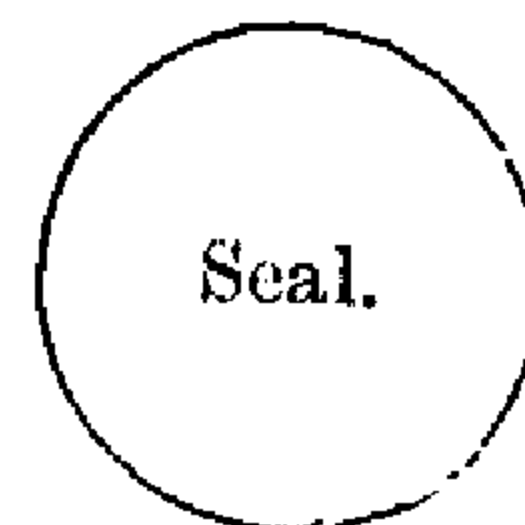
[Ch. ix.]

*Northern Counties Electricity  
Supply Company Limited Act, 1913.*

[3 & 4 GEO. 5.]

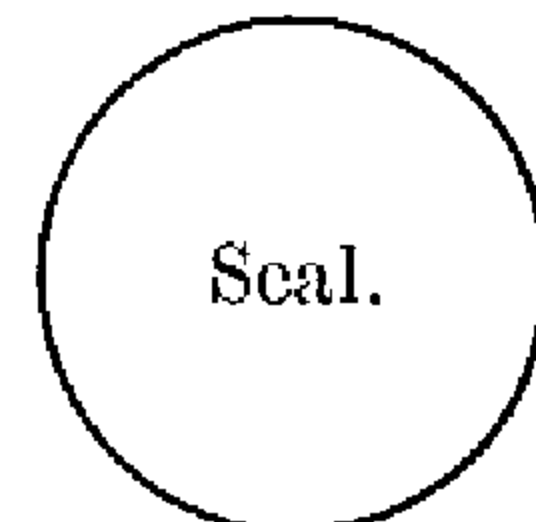
A.D. 1913. The common seal of the County of Durham Electric  
Power Supply Company was hereunto affixed in the  
presence of

R. P. SLOAN  
WM. L. MADGEN } Directors.  
NORMAN H. FIRMIN Secretary.

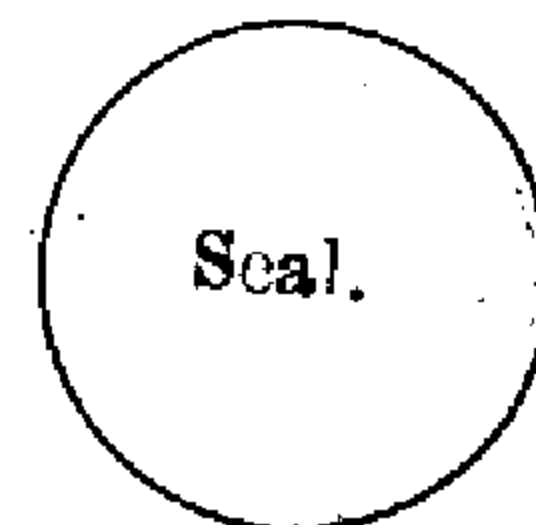


The common seal of the Newcastle-upon-Tyne Electric  
Supply Company Limited was hereunto affixed in  
the presence of

JAMES TENNANT  
LINDSAY WOOD } Directors.  
M. SHORT Secretary.



The common seal of the urban district council of  
Hebburn was hereunto affixed in the presence of  
JNO. D. GORDON Chairman.  
THOMAS STUART Clerk.



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