

CODE No. 27-32

On Her Majesty's Service

WASC1433

Mr R. P. Jones.

I have enquired with A.O/S that the following enclosed documents are not required for administrative purposes.

- 1) Tender dated 16.3.1907 relating to supply of Town's Gas to R.C.P.F.
- 2) Copy of agreement 20th Aug. 1940 relating to supply of Town's Gas to R.S.A.F & R.C.P.F. jointly.

These documents may be of interest to you for inclusion in your Waltham Abbey collection.

18.11.66

A. T. Dacey

1433.

DATED 20th August, 1940

A G R E E M E N T

B E T W E E N

THE TOTTENHAM AND DISTRICT GAS COMPANY

A N D

THE MINISTER OF SUPPLY

Covering the Supply of Gas to
THE ROYAL SMALL ARMS FACTORY, ENFIELD,
and THE ROYAL GUNPOWDER FACTORY, WALTHAM
CROSS.

THIS AGREEMENT made the Twentieth day of August 1940 BETWEEN THE TOTTENHAM AND DISTRICT GAS COMPANY (hereinafter called "the Company") of the one part and the MINISTER OF SUPPLY (hereinafter called "the Minister") (and acting by The Director of Contracts) of the other part Whereas this Agreement is supplemental to an Agreement (hereinafter called "the Principal Agreement") dated the 14th day of October 1932 and made between the Company of the one part and His Majesty's Principal Secretary of State of the War Department of the other part and WHEREAS it has been agreed between the parties hereto that the method of charge for gas supplied by the Company for consumption at the Royal Small Arms Factory at Enfield in the County of Middlesex (hereinafter and in the Principal Agreement called the "said factory") and at the Royal Gun Powder Factory at Waltham Cross (hereinafter and in the Principal Agreement called "the Royal Gun Powder Factory") under the principal agreement shall be varied in manner hereinafter provided and WHEREAS under or by virtue of the Ministry of Supply (Transfer of Powers) (No.1) Order 1939 there are transferred to the Minister all rights and liabilities held enjoyed or incurred by any Government Department in connection with the powers and duties of the Secretary of State for War and the Army Council for the supply inter alia of guns small arms ammunition and other vehicles equipped for military service were transferred to the Minister by the said Order

NOW IT IS HEREBY AGREED as follows :-

1. The Company shall forthwith at its own expense remove existing meters in the said factory and in the Royal Gun Powder Factory and replace such meters with meters fitted with maximum demand meters (which latter meters are hereinafter called "the maximum demand meters") and maintain and if necessary renew the maximum demand meters.
2. (1) AS from the 1st January 1940 (hereinafter called "the commencing date") the charge for gas supplied by the Company to the Minister and consumed by the Minister at the said factory and at the Royal Gun Powder Factory shall be based on Two Part Tariff consisting of
 - (a) A maximum demand charge in respect of each quarter of Three Shillings per therm consumed by the Minister at the said factory and the Royal Gun Powder Factory on that day in each quarter on which the highest aggregate number of therms shall have been consumed
 - (b) A unit charge per therm for all gas supplied by the Company and consumed by the Minister as follows:-

i. In any quarter or other period in which the price of gas chargeable by the Company to ordinary domestic consumers in the Tottenham District of the Company is at the rate of 8.6d. per therm the unit charge payable by the Minister hereunder shall be 4.8d. per therm

ii. For every .1 of a penny per therm by which the price of gas chargeable by the Company to ordinary domestic consumers shall be increased or reduced the price payable by the Minister hereunder shall be increased or reduced by .06 of a penny per therm

13.7 pdr
8.6
5.1

(c) The minimum price of gas payable by the Minister hereunder apart from the maximum demand charge shall not be less than 4.8d per therm

51
-06
45

(2) For the purpose of this clause "day" means any period of twenty-four hours from midnight to midnight "quarter" means any period of three consecutive months ending the thirty-first March thirtieth June thirtieth September and thirty-first December in any year

48
7.86

3. The respective readings of the maximum demand meters and the unit charge meters shall in all cases be deemed to be prima facie evidence of the quantity of gas supplied to the said factory and to the Royal Gun Powder Factory respectively

4. Any reference in the Principal Agreement to "meter" or "meters" shall be deemed to include a reference to maximum demand meters to be installed hereunder

5. It shall be a condition of this Agreement that between twelve o'clock noon and two o'clock in the afternoon on Sundays and Good Fridays and between ten o'clock in the morning and three o'clock in the afternoon on Christmas days the consumption of gas at the said Factory and at the Royal Gun Powder Factory shall not without the previous consent of the Company exceed five per cent of the maximum hourly demand as registered by the maximum demand meter indicator

6. The readings of the maximum demand meters shall be taken jointly by a representative or representatives of the Company or an officer or officers acting on behalf of the Minister such readings to be taken quarterly on the thirty-first March thirtieth June thirtieth September and thirty-first December in each year or a working day preceding any of those days if this is not a working day. Within fourteen days after each of such days the Company shall deliver to the Minister an account in writing showing the quantity of gas supplied during the preceding quarter and the basis on which the maximum demand charge is payable and the sum payable in accordance with the terms of Clause 2

hereof and the Minister shall pay the sum due within fourteen days from receipt of a correct account

7. The Minister shall in addition pay to the Company quarterly rental for the maximum demand meters supplied and fixed by the Company in the said Factory and the Royal Gun Powder Factory in accordance herewith at the rate of seven shillings and sixpence per quarter in respect of each such meter payable at the same time as sums payable under Clause 6
8. If at the end of December quarter in any year it shall be found that the aggregate number of therms consumed at the said Factory and at the Royal Gun Powder Factory shall have been less than twenty thousand therms during that year then notwithstanding that the number of therms consumed in any one or same quarters of that year shall have exceeded five thousand therms the price payable shall be the price charged by the Company at the ordinary rates of supply for industrial purposes for the time being in force in that part of the area of supply of the Company in which the said Factory and the Royal Gun Powder Factory are respectively situated the necessary adjustments being made in the account for the last quarter of that year
9. The Principal Agreement as varied by this Agreement shall continue for one year from the first day of January 1940 and unless and until determined by either party giving to the other twelve calendar months notice in writing
10. As from the date hereof the following Clause shall be deemed to be incorporated in the Principal Agreement

No member of the United Kingdom House of Commons or of the

Senate or House of Commons of Northern Ireland shall be admitted to any share or part of this Contract or to any benefit to arise therefrom (see House of Commons (Disqualification) Acts 1782 and 1801 Government of Ireland Act 1920 and House of Commons Disqualification (Declaration of Law) Act 1931)

11. AS from the date of this Agreement Clauses 1 4 5 6 and 7 of the Principal Agreement shall cease to have effect

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and The Director of Contracts on behalf of the Minister of Supply has set his hand the day and year first above written.

THE COMMON SEAL OF THE TOTTENHAM AND DISTRICT)
GAS COMPANY WAS HEREUNTO AFFIXED BY ORDER)
OF THE BOARD IN THE PRESENCE OF)

(Sgd) Edward J. R. Russell
SECRETARY.

SIGNED BY ALEXANDER RICHARDSON
MCBAIN DIRECTOR OF CONTRACTS
ACTING ON BEHALF OF THE
MINISTER OF SUPPLY IN THE
PRESENCE OF

of a correct account

(Sgd) A. R. McBain

(Sgd) F. Bedford.

WITNESS

It is the duty of the Director of Contracts to supply the Company with the necessary quantities of the various articles of material and stores required for the service of the Company and to fix the price of such articles and stores at the rate of seven shillings and sixpence per quarter in respect of each such article payable at the same time as the same are required.

It is the duty of the Company to supply the Director of Contracts with the necessary quantities of the various articles of material and stores required for the service of the Company and to fix the price of such articles and stores at the rate of seven shillings and sixpence per quarter in respect of each such article payable at the same time as the same are required.

The number of shares contained in the said Factory and at the Royal Gunpowder Factory shall have been less than twenty thousand shares during that year then notwithstanding that the number of shares contained in any one or some quarters of that year shall have exceeded five thousand shares the price payable shall be the price charged by the Company at the ordinary rates of supply for industrial purposes for the time being in force in that part of the area of supply of the Company in which the said Factory and the Royal Gunpowder Factory are respectively situated the necessary adjustments being made in the account for the last quarter of that year.

The principal agreement as varied by this agreement shall continue for one year from the first day of January 1910 and unless and until determined by either party giving to the other twelve calendar months notice in writing.

As from the date hereof the following clause shall be deemed to be incorporated in the principal agreement.

No member of the United Kingdom House of Commons or of the Senate or House of Commons of Northern Ireland shall be admitted to any share or part of this Contract or to any benefit to arise therefrom (see House of Commons (Disqualification) Act 1882 and 1891 Government of Ireland Act 1899 and House of Commons (Disqualification) (Declaration of Law) Act 1931).

As from the date of this agreement clauses 4, 5, 6 and 7 of the principal agreement shall cease to have effect.

IN WITNESS whereof the Company has caused its Common Seal to be hereunto affixed and the Director of Contracts on behalf of the Minister of Supply has set his hand the day and year first above written.

THE COMMON SEAL OF THE PORTLAND AND DISTRICT
SEA COMPANY LIMITED APPEARS BY ORDER
OF THE BOARD IN THE PRESENCE OF
(Sgd) Edward J. Russell
SECRETARY.

76
Gen. No.
935
M.G.O. (c)

Tender issued to

R.G.P.F. 15.3.07 ⁷⁶ Gen 10 935

R. G. P. F.

5678

75

16 MAR 1907

of _____
is to be delivered at the War Office, Whitehall, London, S.W., by
12 O'CLOCK, NOON, on _____ the _____ day
of _____ 1907, addressed to the "Secretary," and marked
on the envelope "*Tender for* **SUPPLY OF GAS AT ROYAL
GUNPOWDER FACTORY, WALTHAM ABBEY.**"

TENDER FOR SUPPLY OF GAS.

To His Majesty's Principal Secretary of State for War.

SIR,

* I or we.

* we (hereinafter styled "the Contractor"), hereby
engage to supply to the War Department at the Royal Gunpowder
Factory, Waltham Abbey, upon the conditions herein set forth and in
conformity with the Schedule hereunto annexed, such quantities of Gas as

* Me or us.

may be required (to be paid for to * us quarterly) at the following
rates, viz. :—

*Ed. Jones
for Director of Artillery*

In the event of the requirements of the War Department being less
than five million cubic feet in any one year from the 1st day of April
to the 31st day of March the price to be 2s. 6d. per 1,000 cubic feet ;
but if the requirements of the War Department in any one such year
amount to five million cubic feet or upwards, the price to be 1s. 11d. per
1,000 cubic feet for the whole quantity supplied during that year.

Dated this 13th day of March 1907.

Witness _____

(so)
Signature of
"Contractor"

Waltham Abbey &
Cheshunt Gas & Coke Co

Address _____

Address _____

York Road

Waltham Cross

NOTE.—Should this Tender be accepted, it will be stamped by the War Department with a
sixpenny adhesive stamp, to be provided by the Contractor.

Any modification of the Schedule considered expedient should form the subject of a separate
letter to accompany the Tender.

CONDITIONS OF CONTRACT.

1. This Contract shall remain in force (subject to the provisos contained in Clauses 2 and 4 hereof) for a period of three years, commencing from 1st April, 1907, and so on, until termination under these conditions.

2. In the event of any failure, owing to any fault on the part of the Contractor, to supply gas in accordance with the Contract, the Secretary of State for War shall (after due notice has been given in writing to the Contractor) be at liberty forthwith to determine this Contract or to adopt any convenient means for procuring the supply of gas for the use of the Royal Gunpowder Factory, and any additional cost incurred through resort to such means will be charged to the Contractor, and may at any time be deducted from any sum or sums then due or which thereafter may become due to him from the War Department, or may be demanded of him and in that event shall be paid by him within fourteen days to the Paymaster-General to the credit of the War Office.

3. Payments under the Contract shall be made quarterly, the first three quarterly payments, that is to say from the 1st of April to the 31st of December in each year as defined by Clause 1, shall be made at the lower rate of 1s. 11d. per 1,000 cubic feet whatever the amount required by the War Department, the account for the year being finally adjusted in the fourth quarterly payment, or at the sooner determination of the Contract.

Payment will be made only to the Contractor or to his order, and no assignment of monies due will be recognized by the War Department.

4. Except in the event of termination of this Contract, in consequence of any default on the part of the Contractor, this Contract shall be terminable only by twelve calendar months' notice (expiring at any time) of intention to terminate the Contract being given in writing by either of the contracting parties to the other.

5. The Contractor shall pay to the War Department the sum of 40s. for every day upon which he shall fail to conform to the terms of this Contract in any particulars, and such fine or fines shall be recoverable in the same manner as provided in Clause 2 as ascertained or liquidated damages, but this Clause is without prejudice to the rights and powers of the Secretary of State under Clause 2.

6. If, by reason of any strike amongst the workmen or act of God or damage to and consequent repair of gas pipes or other unavoidable cause or accident arising from circumstances or emergency over which the Contractor shall have no control, he shall be unable at any time to supply gas under this Contract, upon the Secretary of State for War being furnished with satisfactory evidence of such inability the Contract shall be suspended during such circumstance or emergency.

7. The War Department shall at all times during the continuance of this Contract permit the duly authorised expert tester of the Contractor (such tester to be from a well known firm of meter makers to be mutually agreed upon) to have access at all reasonable hours to the meters referred to in the Schedule hereto, in order that he may examine the state of the meters and meter indices, to see that they are in proper working order, and may correct

the water line of such meters as may be found necessary, and may do all such other reasonable acts as may be required to ascertain whether the meters are registering gas correctly. Should any meter be found to register more than 2 per cent. fast or 3 per cent. slow or be found to pass unregistered gas, the Contractor shall be entitled to call upon the War Department to remove such meter and replace it by a correct one within 21 days from the date when such defect or defects were discovered.

And, further, such testing shall be carried out *in situ* annually at the expense of the War Department.

8. The Contractor shall provide and fix a suitable stop valve on each supply pipe inside each meter house. Valves on mains of 1½-in. bore and upwards, shall be of the rack and pinion type, and each valve shall be furnished with a key.

9. The Contractor shall provide and fix in each meter house a bye-pass supply, from the inlet to the outlet mains, of sufficient capacity to ensure a satisfactory supply of gas in the event of the stoppage or removal of a meter. Such bye-pass main shall have fixed upon it a valve, of the type referred to above, which shall be sealed in any manner desired by the Contractor. The War Department undertakes that such valve shall only be used in the event above referred to.

The amount of gas to be allowed to the Contractor in lieu of meter registration during any period in which such bye-pass is in use shall be, for every day, the average daily amount registered by such meter in the corresponding quarter of the previous year, or if during the first year of the Contract in any other period of the year having days of equal length.

10. The Secretary of State, in addition to any power which he may have under this Contract of terminating the same, may also at any time terminate the Contract if, under any present or future Bankruptcy Act any receiving order or order for administration shall be made in respect of the Contractor's estate, or if the Contractor shall enter into, make or execute any deed of arrangement as defined by the Deeds of Arrangement Act, 1887, or other composition or arrangement with, or assignment for, the benefit of his creditors, or purport so to do; or if (in Scotland) he become insolvent or notour bankrupt, or application be made under any present or future Bankruptcy Act for sequestration of his estate, or application be made by him or any of his creditors for cessio bonorum against him, or a trust deed be granted by him for behoof of creditors; or in the case of a Company (in any part of the United Kingdom) in the event of the passing of any effective resolution or the making of any order for winding up, whether voluntary or otherwise.

11. Any bribe, commission, gift, loan, or advantage, given, promised, or offered by, or on behalf of, the Contractor, or his partner, agent, or servant, in relation to the obtaining, or to the execution of this, or any other Contract for His Majesty's Service, or given, promised, or offered by, or on behalf of, the Contractor, or his partner, agent, or servant, to any officer or person in the service or employ of the Crown, who shall be in any way connected with the obtaining or the execution of this or any other Contract, subjects the Contractor to cancellation of this and all other Contracts, and also to payment, as a debt due to the Crown, of 10 per cent. on all sums which he has received, or would have become liable to receive, under this Contract, and also to payment of any loss resulting from any such cancellation. Any question or dispute as to breach of this article, or the sums to be paid, is to be settled by the Secretary of State for War, in such manner, on such evidence or information as he thinks fit, and his decision is to be final.

12. The Contractor shall, within seven days after the notification to him of the acceptance of the Tender, furnish to the Secretary of State, unless such information shall have been previously given, the names of all the persons who are at the time principals to the Contract or partners in the Contracting Firm, or, in the case of a Company with limited liability, the names of all the Directors. In case of any change occurring in such principals, partners, or directors, during the currency of the Contract, the Contractor shall notify such change to the Secretary of State within fourteen days from the date thereof. In the event of any breach of this clause, the Secretary of State may forthwith terminate the Contract, and may recover from the Contractor any loss resulting from such termination.

13. This Contract shall not be sublet or transferred without the written permission of the Secretary of State for War. The wages paid in the execution of this Contract shall be those generally accepted as current in the trade for competent workmen, where the work is carried out.

14. No Member of the House of Commons shall be admitted to any part or share of this Contract, or to any benefit to arise therefrom (for exemptions see Statute 22, George III, cap. 45).

SCHEDULE.

1. The Contractor to deliver gas in bulk into wet meters, the property of the War Department, at:—

- (a.) Refinery Gate, High Bridge Street.
- (b.) Guncotton Gate, Sewardstone Road.
- (c.) Water Warder's Cottage, Lower Island.

2. The Contractor to maintain the following pressures at the meter inlets throughout the twenty-four hours, all the year round:—

- (a.) Refinery Gate, High Bridge Street—twenty-five-tenths.
- (b.) Guncotton Gate, Sewardstone Road—twenty-tenths.
- (c.) Water Warder's Cottage, Lower Island—ten-tenths.

3. The Contractor to supply gas entirely free from sulphuretted hydrogen, and conforming in all other respects with the latest current standard laid down by the Gas Referees in their tests for Metropolitan Gas.

4. The minimum candle-power to be $14\frac{1}{2}$ candles, when burnt at the rate of five cubic feet per hour, ascertained upon a photometer* of standard type, supplied and fixed by the War Department, placed within the Royal Gunpowder Factory enclosure, with due corrections for temperature and barometric pressure.

5. The gas to conform with any future regulations laid down by the Gas Referees.

* The burner to be used with the photometer shall be the Metropolitan Argand Burner, No. 2, which has been devised by Mr. C. Carpenter, and accepted by the Gas Referees.

NOTE.—Any further particulars as to local conditions may be obtained at the Royal Gunpowder Factory, Waltham Abbey, on application to the Superintendent.