THE LEICESTERSHIRE AND WARWICKSHIRE ELECTRIC POWER COMPANY.

INCORPORATED BY ACT OF PARLIAMENT.

UPPER BOND STREET,

HINCKLEY.

A. D. PHILLIPS.
General Manager.

London Office:
66, QUEEN STREET,
LONDON, E.C.4.

TELEGRAMS:
416 HINCKLEY

TELEPHONE:
HINCKLEY 416 (4 LINES)

YOUR REF ✓

OUR REF FGY/GC/EIT.

12th February, 1937.

W. J. Preston, Esq.,
13, Dragon Lane,
NEWBOLD VERDON,
Leics.

Dear Sir, Service to Ball & Miners Institute, Newbold Verdon.

We have pleasure in enclosing herewith the Counterpart of the Wayleave Agreement recently signed by you, which has been duly completed on behalf of the Company.

May we take this opportunity of thanking you for your assistance in this matter.

Yours faithfully,

For THE LEICESTERSHIRE & WARWICKSHIRE ELECTRIC POWER COMPANY.

C. M. White

Deputy Manager.

Enclosure:-
Agreement.

8297 Council to Ball re Workers Institute - Newbold Verdon
N. Verdon 75 P

Agreement between THE LEICESTERSHIRE AND WARWICKSHIRE ELECTRIC POWER COMPANY, incorporated by Act of Parliament (hereinafter called "the Company") of the one part and WALTER JAMES PRESTON of No. 13, Dragon Lane, Newbold Verdon. in the County of Leicester (hereinafter called "the Owner") of the other part WHEREBY the Owner grants to the Company permission to fix maintain and use an overhead electric line on the property belonging to the Owner known as No. 13, Dragon Lane. ~~Street (Road)~~ in the Parish of Newbold Verdon in the Rural (~~District~~) District of Market Bosworth in the County of Leicester on the Conditions printed on the back hereof which conditions shall form part of this Agreement.

The Company shall pay to the Owner as rental for the wayleave in respect of the electric line the sum of ~~one~~ Two shilling per annum and the said rental shall be payable on the twenty-ninth day of September in each year.

Dated the 27th *day of* January 193 7

Signed for and on behalf of THE LEICESTERSHIRE AND WARWICKSHIRE ELECTRIC POWER COMPANY, by OLIVER MARTIN WHITE the Deputy Manager of the Company, duly authorised, in the presence of

Witness
Signature S. Copeland
Address Upper Bond St. Hinckley
Occupation Clerk

Signed by the above-named Walter James Preston in the presence of

Witness
Signature R. T. West.
Address Upper Bond St. Hinckley
Occupation Wayleave Engineer

Walter J. Preston
Owner.

CONDITIONS

(1) The electric line shall be fixed maintained and used by the Company subject to the provisions of the Electricity (Supply) Acts 1882 to 1935 or any statutory modification thereof and in accordance with the Regulations of the Electricity Commissioners applicable thereto for the time being in force and the officials of the Company may for the purpose of fixing maintaining and using the electric line enter on the property of the Owner at such time or times as shall be reasonably necessary.

(2) The electric line shall remain the property of the Company and the Company shall maintain and keep the electric line in good repair.

(3) The Company shall be answerable for all claims for accidents damages and injuries happening through the act or default of the Company or of any person in their employment by reason of or in consequence of the electric line and shall save harmless the Owner and the occupiers of the said property from all damages and costs in respect of those accidents damages and injuries.

(4) The Company shall pay compensation for or make good any damage or injury caused by them to the said property as the same shall be mutually agreed or in the event of difference of opinion as shall be referred to and determined by an arbitrator to be mutually appointed.

(5) The rental payable by the Company to the Owner shall include any payment (other than that payable under the provisions of Condition (3) hereof) required to be made to any occupier of the said property and the Owner shall keep the Company indemnified accordingly.

(6) The Company upon giving to the Owner not less than one calendar month's previous notice in writing to expire at any time may remove the electric line or any part thereof and thereupon the rental shall cease in respect of the electric line or such portion thereof as may be removed.

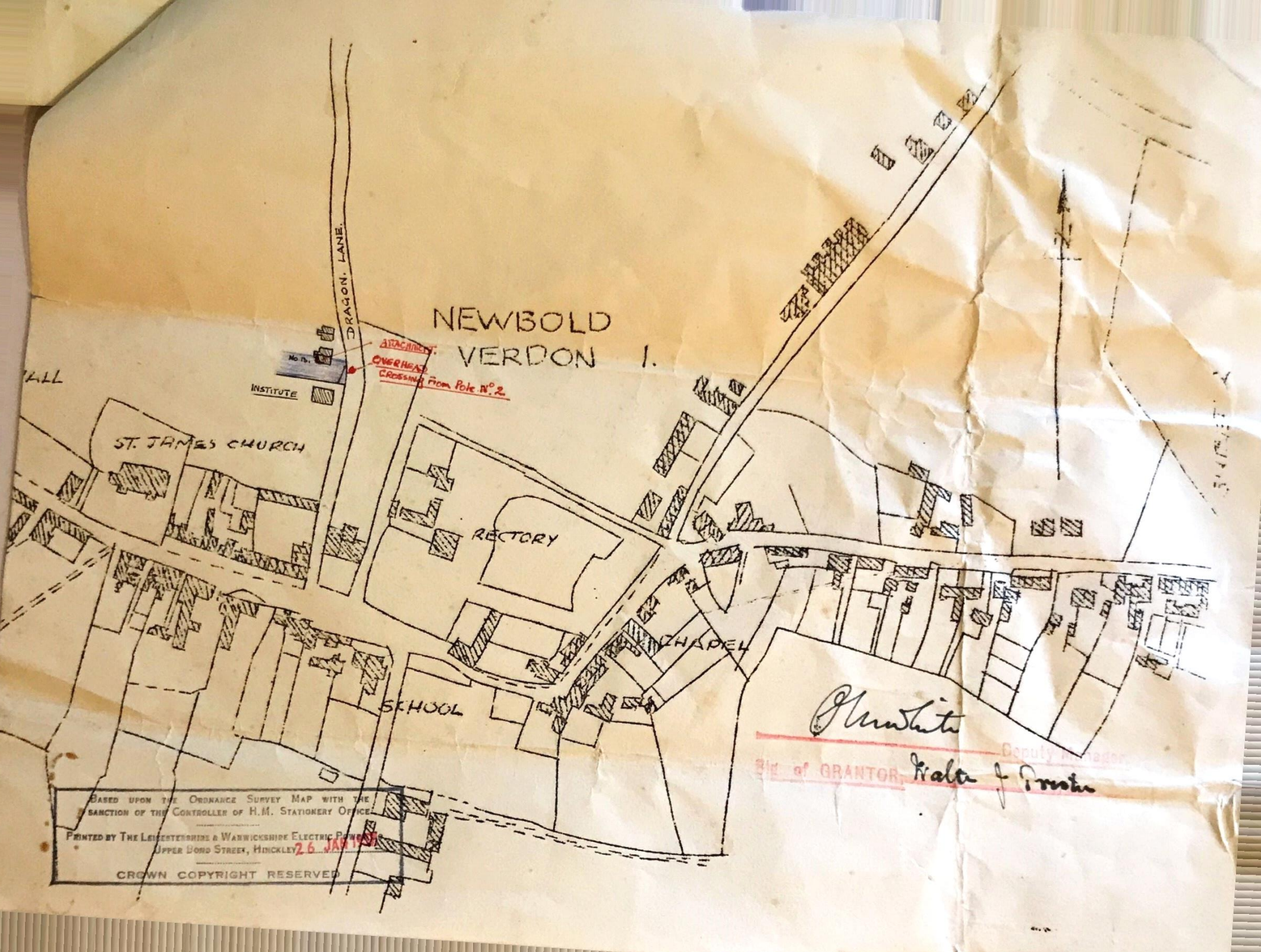
(7) This Agreement may be determined at any time by the Owner giving to the Company six calendar months' previous notice in writing and on the expiration of such notice the Company shall remove the electric line from the property of the Owner but such notice shall not be given before the expiration of [redacted] years from the date of this Agreement. five.

(8) (*a*) The expression "electric line" shall have the same meaning as in the Electricity (Supply) Acts, 1882 to 1935 and for the purposes of this Agreement shall include brackets attachments insulators guards wires cables bolts tubes and appliances required by the Company in connection therewith.

(*b*) The expression "the Company" shall where the context so requires or admits include their successors or assigns.

(c) The expression "the Owner" shall where the context so requires or admits include the owner or owners and/or reputed owner or owners for the time being of the said property.

(9) The Arbitration Act 1889 or any statutory amendment or modification thereof for the time being in force shall apply to any arbitration under this Agreement.


NEWBOLD
VERDON 1.
DRAGON LANE.
ATTACHMENT OVERHEAD CROSSING From Pole N°2
No 1.
INSTITUTE
ST. JAMES CHURCH
RECTORY
CHAPEL
SCHOOL
Sig of GRANTOR,
Based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office.
Printed by The Leicestershire & Warwickshire Electric Power Co. Upper Bond Street, Hinckley.
26 JAN 1939
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