

No. 216.

Kingston, 25th April, 1917.

THE GOVERNOR directs the publication, for general information, of the following License under The Telephone Laws 10 of 1893 and 19 of 1894, which has been granted to the United Fruit Company for a period of ten years from the 1st April, 1917, in respect of a Telephone Service in the Parish of St. James.

By command,

ROBT. JOHNSTONE, Acting Colonial Secretary.

LICENSE GRANTED TO THE UNITED FRUIT COMPANY UNDER THE PROVISIONS OF THE TELEPHONE LAWS 10 OF 1893 AND 19 OF 1894

1. This license is to be read and construed subject in all respects to the provisions of the Telephone Laws, 10 of 1893 and 19 of 1894, and the several words, terms, and expressions to which by the said Law meanings are assigned shall have in this license the same respective meanings, except that in this license the expression "Works" includes the telephones, electric batteries, wires, poles, and all matters and things of whatsoever description erected or supplied for the purposes of telephonic communication under this license; "Month" in this license shall mean calendar month.

2. The licensees for the purpose of this license are the United Fruit Company a corporation established under the Laws of the State of New Jersey, in the United States of America and doing business in Jamaica and elsewhere and whose registered address for the services of any notice required hereunder is Kingston.

3. The area within which authority is granted by this license to establish a telephonic communication shall be within the boundaries of the Parish of St. James as described on the attached Map.\*

4. Subject to the provisions of this license and of the laws above mentioned, the licensees may from time to time and at all times for the purposes of this license erect and maintain poles and wires along, over, under or across any public street, road or open space within the area. All such poles and wires shall be for the exclusive use of the licensees, and under their sole control, and shall be erected, maintained and used by them only for the purposes of this license. In the event of the road authority widening any public road along where there is a line of telephone poles and wires on the same side of such widening, the licensees shall forthwith at their own expense remove the said telephone poles to such new positions respectively beyond the water tables of the road as the road authority shall prescribe.

5. The Governor shall from time to time appoint and keep appointed a fit and proper person (hereinafter called the Inspector) who shall from time to time inspect the works of the licensees and do such other things in connection with the license as are herein prescribed or as the Governor may from time to time direct.

6. The licensees shall pay to the Island Treasurer on the first day of the month next after the delivery of this license the sum of £5 and the same sum on the same date in every succeeding year during the period of this license and in consideration thereof Government shall bear all expenses of inspection and tests made by the Inspector from time to time.

7. The licensees shall construct and at all times maintain the works in efficient order and condition to the satisfaction of the Inspector, and shall at all times keep an adequate staff at each telephone exchange.

8. If, and whenever the telephone line hereby authorised crosses over across or under any existing telegraph line or comes in proximity therewith, such special construction shall be adopted by the licensees for preventing contact between their line and the adjacent line as shall be approved of by the Director of Public Works.

9. After first communicating with the licensees and taking into consideration any representations made by them, the Governor in Privy Council shall have power to make, revoke remake or alter rules and regulations with regard to the construction and maintenance of the works of the licensees for the purpose of—

- (a) the securing the safety of the public from personal injury from fire or otherwise;
- (b) the securing of a regular and efficient telephonic communication;
- (c) the authorising of inspection and inquiry from time to time, and
- (d) the enforcement of the due performance of the duties of licensees under the provisions of this license.

Such rules and regulations shall come into force as soon as they shall have been published in the Jamaica Gazette and a copy of the Jamaica Gazette containing the same shall be prima facie evidence of such rule or regulation having been duly made.

10. Before any person having a residence or place of business within the area shall be entitled to require the licensees to supply him with telephonic communication under section 11 of the Telephone Law of 1893, it shall be lawful for the licensees to require him to enter into a written agreement with the licensees in the form I in Schedule A hereto and thereupon to pay the licensees the rental for the first month under such agreement.

11. Before any person desiring telephonic communication between any two places within the area, without the intervention of a telephone exchange shall be entitled to require the licensees to supply a private wire for that purpose under section 12 of the Telephone Law of 1893, it shall be lawful for the licensees to require him to enter into a written agreement with the licensees in the Form 2 Schedule A. hereto, and to require him thereupon to pay the licensees the rental of such private wire for the first year under such agreement.

12. Any requisition to the licensees under either of the two last preceding clauses shall be in writing and signed by the person making the same.



13. Any notice, order or document required or authorised to be served upon any body or person under this license or Telephone Laws of 1893 and 1894, may be served by addressing it to such body or person and delivering it to some inmate of his place of business or abode apparently not less than 16 years old or transmitting it through the post by registered letter to the usual or last known place of business or abode of such body or person. If sent by post it shall be deemed to have been served at the time when the envelope containing it would have been delivered in the ordinary course of post, and in proving such course of service it shall be sufficient to prove that such letter was properly addressed and duly registered.

14. If at any time after the commencement of this license, the licensees represent to the Governor in Privy Council that the undertaking cannot be carried on with profit and ought to be abandoned, the Governor in Privy Council shall inquire into the truth of such representation, and may, if satisfied on such enquiry of the truth of such representation, revoke this license as to the whole or as to any part of the area.

15. The Governor in Privy Council may in addition to any other powers he may have in that behalf, revoke this license at any time, with the consent and concurrence of the licensees and the road authorities upon such terms as the Governor in Privy Council may think just.

If the Governor in Privy Council shall at any time revoke this license under either of the two last preceding clauses:—

(a) The Clerk of the Privy Council shall cause notice of such revocation to be served upon the licensees and the road authorities specifying the date on which such revocation shall take place.

(b) Within one month after the service of such notice on the road authorities the road authorities may, (if they think fit) by notice in writing require the licensees to sell and the licensees shall thereupon sell to them the undertaking upon the terms of paying the value of all works and materials and plant of the licensees, such value to be, in case of difference, determined by arbitration: provided that the value of such lands, buildings, works, materials and plant shall be deemed to be their true market value at the time of the sale, due regard being had to the nature, condition and state of repair thereof, and to the circumstance that they are in a position ready for immediate working and the suitability of the same to the purposes of the undertaking, but without any addition in respect of compulsory purchase, or of good will, or of any profits which may have been or might be made from the undertaking or of any similar considerations.

(c) Where no sale is effected under the provisions of last sub-clause the licensees may sell the undertaking to any person.

(d) No proceedings under sections 2 and 3 of the Telephone Law of 1893 shall be taken until two months after service on the licensees of notice of the revocation of this license.

16. The licensees shall be answerable for all accidents, damages, and injuries happening through the act or default of themselves or of any person in their employment or by reason, or in consequence of any of the licensees works, and shall indemnify the road authority and all authorities, bodies, and persons collectively and individually, and their officers and servants in respect of all liability, loss or expense incurred by reason of, or in consequence of any such accident, damage or injury.

17. Nothing in this license shall exempt the licensees from any indictment, action or any proceedings for nuisance.

18. If the licensees make default in complying with any of the requirements of this license they shall make full compensation to everybody or person for any loss which they or he may incur by reason thereof.

19. The rates to be charged by the licensees shall not exceed the rates in the Schedule B. hereto.

20. If at any time it shall be shown to the satisfaction of the Governor in Privy Council that the licensees have failed to comply with any of the terms of this license, it shall be lawful for the Governor in Privy Council to impose a penalty for such failure not exceeding (£10) recoverable from the licensees by action of debt at the suit of the Attorney General on behalf of the Government, and in case such penalty be not paid within one month after judgment shall have been given therefor, the Governor in Privy Council may revoke this license as to the whole or as to any part of the area.

If it shall be shown to the satisfaction of the Governor in Privy Council that the licensees have discontinued the exercise of the power herein granted to them or have persistently failed to observe the terms and conditions of this license, it shall be lawful for the Governor in Privy Council forthwith to revoke this license.

21. All Telephone wires shall so far as practicable be placed on the opposite side of the street, lane or other thoroughfare to wires or mains of any licensee under Law 32 of 1890, and wherever the exigencies of construction are such that they have to be on the same side of any street, lane or other thoroughfare, the Telephone wires shall be placed below the mains or wires of such licensee, provided that such last mentioned mains or wires are at a sufficient height above the ground to permit thereof.

22. Every instrument shall be protected at a point near where the "ground" and "circuit" wires enter it by a "double pole", "cut out" containing a fuse or fusible connection of a current capacity of one ampere.

23. When no penalty has been prescribed for any contravention of or neglect to comply with the provisions of this license, or the rules made under the principal law of this license, any such contravention or neglect shall subject the offender to a penalty not exceeding (£5) and in case of a continuing offence, to a penalty not exceeding two pounds (£2) for every day during which the offence continues after conviction, and the same may be recovered and enforced by summary process before the Resident Magistrate or two Justices of the Peace for the parish of St. James. Provided that nobody having any claim against the undertakers shall in any way be prejudiced in enforcing the same by the fact that any penalty or penalties has or have been recovered against such undertakers in respect of the same act or omission or default out of which the claim aforesaid arises.

24. This license shall be in force till the 31st March, 1927.



## SCHEDULE A.—Form 1.

The undermentioned \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the lessee), having requested the licensees (hereinafter called the lessor) to rent him at his premises \_\_\_\_\_ a telephone, and to connect it with the \_\_\_\_\_ Exchange at \_\_\_\_\_

hereby agrees that if the said lessor furnish the said telephone and connect as aforesaid he will keep and abide by the terms and conditions stated below, that is to say:—

1. The said lessee will pay to the said lessor the sum of \_\_\_\_\_ per month from the date of connection in advance.
2. The term shall be for one year from the said date.
3. After the termination of such year in the absence of any notice to the contrary, this agreement shall be understood as continuing from month to month at the rental above fixed, payable monthly in advance.
4. On the termination of the agreement the lessee shall surrender to the lessor any telephone supplied in good order and condition or shall pay compensation to the lessor in respect of damage thereto for which the lessee shall be liable under the next clause.  
Any telephone and lines on the lessee's premises shall be carefully used and only as herein stated. The lessee is to pay two pounds (£2) for each telephone damaged or destroyed otherwise than by unavoidable accidents satisfactorily proved—the act of God, or the King's enemies—but such payment shall not confer any title to the telephone. All ordinary expense of maintenance or repair is to be borne by the lessor.
5. Upon non-payment of sum due, or any use of the telephone or lines on the said premises improperly or contrary hereto or any removal of the same therefrom, the lessor may terminate this agreement immediately by written notice and sever the connection and remove the telephone and in such case the lessee shall pay the full rental up to the termination of the year herein agreed for, or in case any such year be ended up to the date of such severance of connection.
6. The right of the lessee is to use the telephone and connecting wires where the lessor may place them, but not elsewhere, or in connection with any other line, under such rules as the lessor may, subject to the approval of the Governor in Privy Council from time to time, prescribe for the purpose of personal communication with the Exchange and with parties whom the Exchange may connect with him for that purpose, upon his or their business. The lessee shall not use foul or profane language, or personate any other individual with fraudulent intent over the wires connected with his telephone.
7. In view of the liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the causes thereof the lessee assumes all risk of errors from misconnections or mistakes upon and by any telephone line.
8. Notice by the lessee to terminate this agreement must be given at least one month in advance and the agreement may only terminate by the lessee at the end of any month.
9. This agreement shall not be assigned or transferred without the consent in writing of the lessor.

## SCHEDULE A.—Form 2.

The undermentioned \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the lessee) having requested the \_\_\_\_\_ licensee (hereinafter called the lessor) to supply a private wire for the purpose of telephonic communication between \_\_\_\_\_ and \_\_\_\_\_ hereby agrees that if the \_\_\_\_\_ lessor supply such private wire as aforesaid he will keep and abide by the terms and conditions stated below, that is to say:—

1. The said lessee will pay to said lessor the sum of \_\_\_\_\_ per month from the date of supplying such wire, the first twelve months to be paid in advance.
2. The term shall be for one year from the said date.
3. After the termination of such year, in the absence of any notice to the contrary this Agreement shall be understood as continuing from month to month at the rental above fixed, payable monthly in advance.
4. The said wire shall be carefully used and only as herein stated.
5. Upon nonpayment of any sum due, or any use of the said wire, improperly or contrary hereto, or any removal of same, the lessor may terminate the agreement immediately by written notice and remove the said wire, and in such case the lessee shall pay full rental up to the termination of the year herein agreed for, or in case such year be ended up to the date of such removal of the said wire.
6. The right of the lessee is to use the said wire where the lessor may place it but not elsewhere, or in connection with any other line, under such rules as the lessor may, subject to the approval of the Governor in Privy Council, from time to time prescribe.



7. In view of the liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof the lessee assumes all risks of errors from misconnections or mistakes upon or by the wire.
8. Notice by the lessee to terminate this agreement must be given at least one month in advance and the agreement may only be terminated by the lessee at the end of any month.
9. The lessee shall not allow any telephone connected with the said wire to be used by any other person for reward.
10. Any officer appointed by the lessor may at all reasonable times enter upon any premises wherein is the said wire in order to inspect and if necessary to repair the said wire and any fittings connected therewith or in order to remove the same.
11. This agreement shall not be assigned or transferred without the consent in writing of the lessor.

#### Schedule B.

##### Maximum Tariff of Rates chargeable under this License.

For and in respect of each telephone within a radius of three-quarters of a mile from the registered office of the licensees and its connection with a telephone exchange and for the telephonic communication so supplied.

Twelve shillings (12/) per month.

For and in respect of each telephone beyond a radius of three-quarters of a mile but within a radius of one mile from the registered office of the licensees and its connections with a telephone exchange and for the telephonic communication so supplied.

Twenty shillings (20/) per month.

For and in respect of each telephone beyond the radius of one mile from the registered office of the licensees and its connections with a telephone exchange and for the telephonic communication so supplied.

Twenty-five shillings (25/) per month and where the telephone is erected at a greater distance from the nearest telephone exchange within the area than one mile by the nearest public road an additional payment of five shillings (5/) for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Where the licensees rent to any person more than one telephone on the same circuit, the charge for the second telephone shall be two-thirds of that of the first, and for every telephone beyond two, and the charge will be one-half of that of the first telephone.

For any private wire supplied under section 12 of Law 10 of 1893 and clause 9 of this license.

A monthly payment at the rate of twenty-five shillings (25/) per mile of wire required and proportionately for every complete or incomplete quarter of a mile.

For and in respect of telephonic communication supplied under the provisions of Section 3 of Law 19 of 1894, between a place beyond the limit of the area and the telephonic system within the area.

Fifteen shillings per month and where the limit of the area at the point where the private wire meets said limit is at a greater distance than one mile from the telephone exchange an additional payment per month of five shillings (5/) for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Granted in Privy Council this third day of April, 1917.

W. H. MANNING,  
Governor

D. H. HALL,  
Acting Clerk of Privy Council.