

No. 858.—The Governor in Privy Council on the 26th November, 1928, under the provisions of the Telephone Law, 1893, Law 10 of 1893, as amended by Law 19 of 1894, granted the following Licence to the United Fruit Company, in respect of a Telephone Service at Port Antonio in the parish of Portland.

Licence granted to the United Fruit Company, under the provisions of the Telephone Laws 10 of 1893 and 19 of 1894.

1. This Licence 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 all amendments thereto and the several words terms and expressions to which by the said Law meanings are assigned shall have in this Licence the same respective meanings except that in this Licence 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 Licence. "Month" in this Licence shall mean calendar month.

2. The Licencees for the purpose of this Licence are The United Fruit Company, whose Head Office in Jamaica is situated at No. 40 Harbour Street, Kingston.

3. The area within which authority is granted by this Licence to establish telephonic communication shall be the area comprised within the following limits being part of the parish of Portland, namely:

"From a line due north from the western abutment of Bryan's Bay to the sea-shore, thence along the sea-shore in a south-easterly and easterly and a north-easterly direction around the Titchfield and Lighthouse Promontories to the Salt Creek, thence in a due southerly direction to a point twelve chains south of the northern boundary of the western portion of "Pleasant Hill" and "Mansfield," thence in a north-westerly direction passing through the western boundary of "Mansfield" to a point six chains in "Brighton Hall," thence in a due northerly direction to the starting point at Bryan's Bay, or as is more particularly described on the attached map."

4. Subject to the provisions of this Licence and of the Laws above-mentioned, the Licencees may from time to time and at all times for the purposes of this Licence erect and maintain poles and wires along, over, under or across any public street, road or open space within the area, Provided that all such poles and wires shall be placed in such positions and at such heights as the Road Authority shall approve. All such poles and wires shall be for the exclusive use of the Licencees and under their sole control and shall be erected, maintained and used by them only for the purposes of this Licence. In the event of the Road Authority widening any public road along which there is a line of telephone poles and wires on the same side of such widening, the Licencees 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 Licencees shall construct and at all times maintain the works in efficient order and condition and shall at all times keep an adequate staff at each telephone exchange.

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

7. 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, re-make or alter Rules and Regulations with regard to the construction and maintenance of the works of the Licencees 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) authorising of inspection and inquiry from time to time; and
- (d) the enforcement of the due performance of the duties of Licencees under the provisions of this Licence.

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.

8. Before any person having a residence or place of business within the area shall be entitled to require the Licencees to supply him with telephonic communication under Section 11 of The Telephone Law of 1893, it shall be lawful for the Licencees to require him to enter into a written agreement with the Licencees in the Form 1 in Schedule A hereto and thereupon to pay the Licencees the rental for the first month under such agreement.

9. 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 Licencees to supply a private wire for that purpose under Section 12 of The Telephone Law of 1893, it shall be lawful for the Licencees to require him to enter into a written Agreement with the Licencees in the Form 2, Schedule A hereto, and to require him thereupon to pay the Licencees the rental of such private wire for the first year under such agreement.

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

11. Any notice, order or document required or authorized to be served upon any body or person under this Licence 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 proving such course of service it shall be sufficient to prove that such letter was properly addressed and duly registered.

12. If at any time after the commencement of this Licence the Licencees 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 enquire into the truth of such representation and may if satisfied on such enquiry of the truth of such representation, revoke this Licence as to the whole or as to any part of the area.

13. The Governor in Privy Council, may, in addition to any other powers, he may have in that behalf revoke this Licence at any time with the consent and concurrence of the Licencees and the Road Authority upon such terms as the Governor in Privy Council may think just.

14. If the Governor in Privy Council shall at any time revoke this Licence 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 Licencees and the Road Authority specifying the date on which such revocation shall take place;
- (b) Within one month after the service of such notice on the Road Authority, the Road Authority may (if he thinks fit) by notice in writing, require the Licencees to sell and the Licencees shall thereupon sell to them the undertaking upon the terms of paying the value of all works and materials and plant of the Licencees, 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 for the purpose of the undertaking, but without any addition in respect of compulsory purchase or of goodwill or of any profits which may have been or might be made from the undertaking of any similar considerations;
- (c) Where no sale is effected under the provisions of last sub-clause the Licencees 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 Licencees of notice of the revocation of this Licence.

15. The Licencees shall be answerable for all accidents, damages and injuries happening through the act of default of themselves or of any person in their employment or by reason or in consequence of any

of the Licencees' 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.

16. Nothing in this Licence shall exempt the Licencees from any indictment action or any proceedings for nuisance.

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

18. The rates to be charged by the Licencees shall not exceed the rates in the Schedule B hereto.

19. If at any time it shall be shown to the satisfaction of the Governor in Privy Council that the Licencees have failed to comply with any of the terms of this Licence, it shall be lawful for the Governor in Privy Council to impose a penalty for such failure not exceeding Ten Pounds recoverable from the Licencees 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 Licence 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 Licencees have discontinued the exercise of the powers herein granted to them or have persistently failed to observe the terms and conditions of this Licence it shall be lawful for the Governor in Privy Council forthwith to revoke this Licence.

20. 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.

21. When no penalty has been prescribed for any contravention of or neglect to comply with the provisions of this Licence, or the Rules made under the principal Law of this Licence, any such contravention or neglect shall subject the offender to a penalty not exceeding Five Pounds (£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 Portland. Provided that no body 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.

This Licence shall be in force till the 21st day of May One thousand nine hundred and thirty seven.

SCHEDULE A.

FORM 1.

The undermentioned

of (hereinafter called "the Lessee") having requested the Licencees (hereinafter called "the Lessors") 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 supplies 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 for each Telephone damaged or destroyed otherwise than by unavoidable accident satisfactorily proved (the act of God or the King's enemies excepted) 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 therein 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 error 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 be terminated 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.

FORM 2.

The undermentioned

of (hereinafter called "the Lessee") having requested the (hereinafter called "the Lessor") to supply a private wire for the purpose of telephonic communication between

and hereby agrees that if the Lessor supplies such private wires 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 non-payment of any sum due or any use of the said wire improperly or contrary hereto or any removal of the 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 LICENCE.

For and in respect of each Telephone within a radius of three-quarters of a mile from the Registered Office of the Licencees and its connection with a Telephone Exchange and for the telephonic communication so supplied

Fifteen Shillings 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 Licencees and its connection with a Telephone Exchange and for the telephonic communication so supplied

Twenty Shillings per month.

For and in respect of each Telephone beyond a radius of one mile from the Registered Office of the Licencees and its connection with a Telephone Exchange and for the telephonic communication so supplied

Twenty-five Shillings 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 for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Where the Licencees rent any person more than one Telephone on the same circuit, the charge for the second Telephone shall be two-thirds of that for the first, and for every Telephone beyond two, 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 Licence

A monthly payment at the rate of Twenty-five Shillings 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 a 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 for each mile in excess of such first mile and proportionately for every complete or incomplete quarter of a mile.

Approved by the Governor in Privy Council on the 26th day of November, one thousand nine hundred and twenty-eight.

P. G. DUFF,

Acting Clerk to the Privy Council.