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THE PROPOSED POWER CONTRACT

Election on Proposed Power Contract to be Held Less Than Three Weeks from Today--March 4th is Date Set.

The Advertiser prints in full below the proposed power contract between the City of Laurens and the Reedy River Power Company. The contract has been duly signed by the Mayor and by Mr. N. B. Dial, president of the power company. Mayor Babb stated yesterday that the power company had refused to consider a clause whereby the city would be protected against a summary disconnection of power in case the citizens refused to ratify the contract. However, Mayor Babb stated, the city's power plant would be able to give an imperfect service in an emergency as it had done in the past. But, he said, in view of the many delays which the power company had caused in framing the contract he thought that the power company would carry out its implied declaration not to take undue advantage of the city in case the contract was not ratified.

It will be noted that the first ten paragraphs are merely explanatory of the general conditions under which such contracts are made. The vital parts are contained in the remaining paragraphs. On account of uncertainty as to the accuracy of the meter used during the first month of the contract, The Advertiser is unable today to give the amount in dollars and cents as to the probable cost per month. Council yesterday had an expert from Greenville testing the meter and in all probability some idea of the cost per month will be available before the end of this week. The contract, which is to be placed before the people for ratification March 4th, is as follows:

Thirteenth. The Company hereby reserves the right to sell at retail, or otherwise, as it may see fit, and to such persons, firms or corporations Laurens, or elsewhere, its electric power, provided same shall not be used for lighting of buildings or streets in the City of Laurens, nor for motor work in units smaller than one-fourth horsepower. And the City further agrees not to sell current for power purposes over one-fourth of one horsepower. It is understood and agreed that the Power Company reserves the right to sell power for lighting only where it is necessary incident for motor power service and for manufacturing purposes, and also, it reserves the right to furnish current at the residences of the three stockholders for whatever purpose they may desire to use it.

State of South Carolina,
County of Laurens.

This contract, made and entered into by the Reedy River Power Company, party of the first part, hereinafter called the Company, and the City of Laurens, in the State of South Carolina, party of the second part, hereinafter called the Consumer; Witnesseth:

First. That the Company agrees to furnish to the Consumer, beginning at the date of this Contract and continuing for and during the term of this Contract, as hereinafter stated, electric power to the amount and at the price hereinafter designated, such power to be furnished from the Company's transformers and delivered by it at the Consumer's sub-station switchboard at or near the City of Laurens, at a pressure approximating 2300 volts, 3 phase system, 60 cycles per second, and for 24 hours per day.

Second. The Consumer agrees to furnish the Company with the land upon which its sub-station is built at or near the City of Laurens, and to permit the Company, free of charge, to install all machinery and apparatus therein for the transmission, conversion and delivery of said power, which said machinery and apparatus so furnished, and any building to be erected by the Company on said land for that purpose, shall remain the property of the Company, with the right of removal upon the termination of this Contract.

Third. The Company shall install at such sub-station and connect between its transformers and the switchboard of the Consumer such Wattmeter or wattmeters as may be necessary to record the power used by the Consumer. The meters shall remain the property of the Company, shall be self-registering and self-recording, and their record shall be final in determining the current con-

sumed by the Consumer. Such meters shall at all times be open to the inspection of the Consumer, and shall, upon his request, be subject to such tests as may be necessary to establish their accuracy. The Consumer shall, under no circumstances, interfere with such meters, but in case of defective service shall immediately notify the Company. If said meters, or any of them, shall, upon such tests, prove defective, then the proper meters shall be supplied as soon as practicable in lieu thereof and put in position by the Company. In case such meters, or any of them, prove defective, and until other and correct meters are substituted by the Company, the Consumer shall pay not for the power as registered by such defective meters, but for the power actually used, which shall be ascertained from the average of the month or months immediately succeeding such time.

Fourth. In the event that any of the machinery or appliances to be furnished hereunder by the Company shall break, become defective or out of repair, the Consumer shall immediately notify the Company and the Company shall replace or repair said machinery or appliances as to maintain same in good condition as soon as practicable.

Fifth. The Company shall use all reasonable and customary care to provide a regular and uninterrupted supply of current, but in case the power shall be interrupted or fail by reason of strikes, unavoidable accidents, State or Municipal interferences, or from any other cause whatsoever, saving and excepting the Company's negligence, the said Company shall not be liable for damages for such interruption or failure. But the Consumer shall not be liable to pay any sum whatsoever for rental for the time of said interruption or failure, or during the time of any unavoidable stoppage or delay caused by accident to the machinery or appliances of the said Company. The Consumer, however, shall pay for said current whenever and at all times that it may be delivered by the said Company at the said sub-station for the use of the Consumer, and hereinbefore as hereinafter provided.

Sixth. The Consumer shall furnish at his own proper expense all necessary electrical equipment for handling of said power and said equipment shall at all times be of recognized standard make, and shall be installed, maintained and operated in a first class manner, subject at all times to the inspection of the Company.

Seventh. It shall be the duty of the said Consumer at all times to furnish competent supervision of all the aforesaid electrical machinery, apparatus and appliances, and, if by reason of the negligent installation or maintenance of any improper apparatus or appliances furnished by the Consumer, injury shall be caused to the electrical appliances, system or machinery furnished by the Company the Consumer shall be liable for damage caused thereby.

Eighth. The Company is hereby given the right at any and all times to enter upon the premises and property of the Consumer for the purpose of inspecting his electrical light plant system, and appliances, and also for the purpose of repairing and removing the Company's own appliances used in connection with its current, and of installing its necessary appliances or electrical machinery used in the performance of this contract, and the removal of same, or any building or other property which it may have erected upon the lands of the Consumer in connection with this contract, such removal to take place at the termination of this Contract, or previously if necessary for the proper performance of this Contract on its part.

Ninth. Payment for the said power shall be made by the Consumer to the Company at the Company's office in Laurens, on or before the tenth (10th) day in each month, for all power that has been furnished or delivered by the Company to the Consumer on or before such date as hereinafter provided.

Tenth. The Consumer shall not be liable for any damage that may occur to the person or properties of any

person or persons by reason of the transmission and delivery of the said power from the Company's plant to the sub-station aforesaid, nor shall the company be liable for any damage or injury to the person or property of others from the transmission and delivery of power from said sub-station to and throughout the City of Laurens, and to the consumers of the Consumer, it being understood and agreed that the liability for such damage shall extend only from the Company's plant to the said Consumer's sub-station switchboard, and that the Consumer's liability, as an independent contractor for said power, shall begin with the transmission of the said power and from the said sub-station switchboard.

Eleventh. The Company agrees to furnish to the Consumer, at the aforesaid sub-station, electric power at the price hereinafter stated; that is to say, the Company agrees to furnish, for which the Consumer agrees to pay, electric power at a price of 2½ cents per kilowatt hour for the term of this contract. The Consumer agrees to pay a minimum charge of \$ (fixed below) a month, for the use of the power during the life of this Contract, whether the Consumer shall use any power or not. And it is agreed that the amount of power delivered hereunder when in excess of the minimum charge shall be charged for as stated herein. The minimum amount of power contracted for herein shall not exceed 500 indicated kilowatt, and any additional load required can only be allowed on the written permission of the Company.

Twelfth. It is further understood and agreed that the City is to keep its lights in fix as far as practicable and to consume current for street lights every night and all nights during the term of this contract, said current to be turned on at the usual hour in the evening and to be turned off at the usual hour in the morning and connect up all houses wherever practical for lighting, cooking, ironing and kindred purposes, where reasonable rules and regulations of the City are complied with.

Fourteenth. It is further understood and agreed that the minimum to be charged per month is to be estimated by the lowest month of the first six months of this Contract.

Fifteenth. No change in, or enlargement of, this Contract shall be valid or binding, unless endorsed hereon in writing and signed by the parties to this agreement.

Sixteenth. To the faithful performance of this Contract for the period of ten years, the Company binds itself and its successors and assigns, and the Consumer binds himself and his heirs, executors administrators or assigns.

In testimony whereof, the Company has hereunto signed its corporate name by _____ its President, attested by _____

its Secretary, and has caused its official seal to be hereunto affixed, and the said Consumer has hereunto signed his name and affixed his seal, and this Agreement has been executed in duplicate by said parties at Laurens, S. C. this _____ day of _____ A. D. 1919.

Signed, Sealed and Delivered in the Presence of:

.....

..... Party of First Part.

By (L. S.)

CITY OF LAURENS,
SOUTH CAROLINA.

Part of Second Part.

By (L. S.)

Attest:

..... Secretary.

.....

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LAXATIVE BROMO QUININE Tablets remove the cause. There is only one "Bromo Quinine." E. W. GROVE'S signature on box. 30c.

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LAURENS, S. C.



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