

APPENDIX 1

(Referred to in paragraph (i) of the Introduction)

THE REFERENCE MADE BY THE BOARD OF TRADE

THE MONOPOLIES AND RESTRICTIVE PRACTICES ACTS, 1948 AND 1953, AS AMENDED BY THE RESTRICTIVE TRADE PRACTICES ACT, 1956

REFERENCE TO THE MONOPOLIES COMMISSION

ELECTRICAL EQUIPMENT FOR MECHANICALLY PROPELLED LAND VEHICLES

Whereas it appears to the Board of Trade that it is or may be the fact that conditions to which the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948, (hereinafter called "the Act of 1948") as amended by the Restrictive Trade Practices Act, 1956, (hereinafter referred to as "the Act of 1956") applies prevail as respects the supply of each of the following classes of electrical equipment, being such equipment for incorporation in mechanically propelled land vehicles (other than vehicles constructed to run on rails), namely:—

- (i) batteries ;
- (ii) ignition coils, magnetos, distributors, ignition suppressors ;
- (iii) dynamos, current-voltage control units, starter motors ;
- (iv) windscreen-wiper motors ;
- (v) air-moving devices for heating or ventilating equipment ;
- (vi) clocks, ammeters, equipment for indicating (whether by means of warning light, dial or otherwise) ignition, water temperature, oil pressure or fuel level ;
- (vii) headlamps, sidelamps, stoplamps, tail-lamps, foglamps, spotlamps, number plate illumination lamps, flasher indicator lamps, reversing lamps, horns, trafficators, relay units for lamps or horns, flasher units for indicator lamps or trafficators ;
- (viii) sparking plugs, compression ignition heater plugs ;

Now, therefore, the Board of Trade in pursuance of section 2 (1) of the Act of 1948, as amended by the Act of 1956, hereby refer to the Monopolies Commission for investigation and report the matter of the supply of each of the classes of electrical equipment hereinbefore specified.

The Commission shall as respects such supply investigate and report on:

- (1) whether the conditions to which the Act of 1948 as amended by section 29 of the Act of 1956, applies in fact prevail and, if so, in what manner and to what extent ;
- (2) the things which are done by the parties concerned as a result of, or for the purpose of preserving, those conditions ; and
- (3) whether the conditions in question or all or any of the things done as aforesaid operate or may be expected to operate against the public interest.

For the purposes of this reference, an electric filament lamp shall not be deemed to constitute any description of lamp included in class (vii) above.

Dated this 18th day of April, 1957.

L. H. ROBINSON,
A Second Secretary of the Board of Trade.

APPENDIX 2

(Referred to in paragraph (iii) of the Introduction)

PRINCIPAL SOURCES OF EVIDENCE

Automobile Association
Board of Trade
British Motor Corporation Ltd.
British Motor Trade Association
British Standards Institution
British Starter Battery Association (1960)
Champion Sparking Plug Co. Ltd.
Chloride Electrical Storage Co. Ltd.
Crompton Parkinson Ltd.
Ford Motor Company Ltd.
General Motors Ltd., AC-Delco Division
Joseph Lucas (Industries) Ltd.
Motor Agents' Association Ltd.
Motor Factors' Association
Oldham & Son Ltd.
Rootes Motors Ltd.
Royal Automobile Club
Scottish Motor Trade Association Ltd.
Simms Motor & Electronics Corporation Ltd.
S. Smith & Sons (England) Ltd.
Society of Motor Manufacturers and Traders Ltd.
Standard-Triumph International Ltd.
Vauxhall Motors Ltd.
Wipac Properties Ltd.

Evidence was also obtained from other component manufacturers, from importers of reference goods, from other vehicle manufacturers, from individual distributors of reference goods and from a number of users of reference goods including Government Departments, nationalised industries, local authorities, transport undertakings and others.

APPENDIX 3

(Referred to in paragraph 19)

PRODUCTION OF VEHICLES IN THE UNITED KINGDOM

(in thousands)

Production of complete vehicles and of chassis (fitted with engines) supplied as such	1937	1948 (¹)	1951 (¹)	1954 (¹)	1958	1959	1960	1961
Cars and taxis	402	325	483	719	1,052	1,190	1,353	1,004
Commercial passenger, goods and special purpose vehicles ...	114	173	259	270	313(²)	370(²)	458(²)	460(²)
Tractors and industrial and works trucks ...	18	128	171	154	193(³)	222(³)	238(³)	237(³)
Motor cycles and three-wheeled vehicles other than tractors ...	83	123	182	193	140(⁴)	249(⁴)	203(⁴)	150(⁴)
TOTAL ...	617	749	1,095	1,336	1,698	2,031	2,252	1,851

(Based on figures published in the Census of Production Reports and the Annual Abstract of Statistics.)

(¹) Figures relate to sales of own production.

(²) Excluding battery-driven vehicles.

(³) Figures included for industrial and works trucks relate to deliveries.

(⁴) Figures relate to deliveries and exclude invalid carriages and battery-driven vehicles.

REGISTRATION OF VEHICLES IN THE UNITED KINGDOM

(in thousands)

Vehicle registrations (excluding registrations of tramcars, steam and gas-driven goods vehicles and military vehicles)	1937	1948	1951	1954	1958	1959	1960	1961
New	495	375	422	734	1,002	1,278	1,398	1,284
Current	2,979	3,809	4,725	5,914	8,093	8,818	9,610	10,149

(Based on figures published in the Annual Abstract of Statistics.)

APPENDIX 4

(Referred to in paragraphs 181, 199 and 880)

THE CHLORIDE ELECTRICAL STORAGE CO. LTD.

ACQUISITIONS AND DEVELOPMENT OF BATTERY MANUFACTURING SUBSIDIARY COMPANIES

Subsidiary Company	Control acquired	Activity at time of acquisition	Subsequent development	Present activity
Pritchett & Gold and E.P.S. Co. Ltd.	1922	M. automotive (l.a.)	—	M. automotive and components (l.a.)
Hart Accumulator Co. Ltd.	1929	M. automotive (l.a.)	Ceased M. 1935-36	—
The D.P. Battery Co. Ltd.	1929	M. automotive and traction (l.a.)	Ceased M. automotive 1938	M. traction (l.a.)
Tudor Accumulator Co. Ltd.	1929	M. traction (l.a.)	M. traction transferred to D.P. and works closed 1958	—
Premier Accumulator Co. (1921) Ltd.	1929	M. automotive (l.a.)	Ceased M. 1929	—
Fuller Accumulator Co. (1926) Ltd.	1929	M. automotive and traction (l.a.)	Ceased M. 1938	—
Alton Battery Co. Ltd.	1932	M. automotive (l.a.)	Ceased M. 1932 and S. 1940	—
Alkaline Batteries Ltd.	1933	M. automotive and traction (l.a. and alk.)	M. l.a. ceased 1937	M. automotive and traction (alk.)
Alkum Storage Batteries Ltd.	1935	M. automotive and traction (alk.)	M. ceased 1938: Supplied materials until 1958	—
Britannia Batteries Ltd.	1936	M. automotive and traction (l.a. and alk.)	M. l.a. ceased 1946 and alk. 1947: amalgamated with Alkaline Batteries 1947	—
Chloride Batteries Ltd.	Set up as Summit Battery Co. 1937	Nil until 1949	Took over M. automotive and traction from parent company 1949	M. automotive and traction (l.a.)
Accumulators of Woking Ltd.	Works acquired 1943	M. automotive (l.a.)	M. ceased 1947 and works closed	—

NOTE:

M. = Manufacture
S. = Supply

l.a. = lead acid batteries
alk. = alkaline batteries

The names of companies still engaged in manufacture are those now current. The names of the others are those at the time of acquisition. See also paragraphs 177 to 179, 184 and 185.

APPENDIX 5

(Referred to in paragraphs 242, 244 and 921)

THE BRITISH STARTER BATTERY ASSOCIATION (1960) OBJECTS AND REGULATIONS

NAME, FOUNDER MEMBERS, SCOPE AND OBJECTS

Name

The name of the Association is: The British Starter Battery Association (1960)

Founder Members

C.A.V. Ltd.
Chloride Batteries Ltd.
Joseph Lucas Ltd.
Oldham & Son Ltd.
Pritchett & Gold & E.P.S. Co. Ltd.
Smiths Motor Accessories Ltd.

Scope

(a) The Association operates in Great Britain, Northern Ireland, the Channel Isles and the Isle of Man.

(b) It is concerned with replacement secondary lead-acid batteries (hereinafter referred to as batteries) of the types used for starting, lighting and ignition purposes on all classes of motor vehicle excepting those supplied under Government contract. Batteries for diesel rail locomotives are specifically excluded from the Association's scope.

(c) Membership of the Association is open to bona fide manufacturers of such batteries.

Objects

The Objects of the Association are:—

- (a) To promote, encourage, foster and develop the motor vehicle battery industry.
- (b) To encourage the production and use of motor vehicle batteries of the highest quality.
- (c) To co-operate with the British Standards Institution either directly or in conjunction with other interested organisations in the drawing up or revision of technical standards for starter batteries.
- (d) To collect and disseminate amongst its Members, information on matters affecting the motor vehicle battery industry, and to provide for and be a central medium for Members and generally for the furtherance and promotion of its interests.
- (e) To provide Members with statistical information pertaining to market potential.
- (f) To make representations to government departments, municipal, local or other authorities, on any matters pertaining to the fulfilment of Object (a) and to act as the medium through which information on, or the views of, the motor vehicle battery industry can be obtained by such departments and authorities.
- (g) To co-operate with other trade and wholesale associations, who for the time being represent the interests of the motor industry.
- (h) To do all such other things as are incidental, or as the Association may think conducive to, the attainment of any of the above Objects.

The Association shall not be competent to and shall not make recommendations to its Members or any of them as to any matter referred to in Section 6 (1) of the Restrictive Trade Practices Act, 1956, or otherwise impose or seek to impose any restriction on its members or any of them or carry on any other

activity which would make this Constitution registrable under the said Act. This clause is an overriding clause and all other causes of this Constitution are to be read as limited thereby so that in the event of any inconsistency between any of them and this clause the provisions of this clause shall prevail.

REGULATIONS*

Office

1. The Office for the principal management and superintendence of the business of the Association shall be in London.

Election of New Members

2. The Council shall have the power by resolution to elect new Members of the Association and from time to time to determine the conditions under which any applicant for membership shall be elected, and the Council may in their discretion refuse any application for election without giving any reason for such refusal.

Trade Marks

3. Members shall record with the Association their trade marks covering all types of motor vehicle batteries and thereafter any additions, deletions or alterations thereto shall similarly be recorded.

Prices

4. The Association shall not control or recommend to its Members the prices at which batteries are supplied.

Allied Companies

5. (a) Each Member shall be responsible to the Association in respect of any allied company of such Member not itself a Member for the observance by such allied company of the Regulations of the Association.

(b) For the purposes of this Regulation, "allied company" means an individual, firm or company which manufactures and sells batteries in which a Member:

- (i) Has power directly or through a nominee by virtue of a holding directly or indirectly of any proportion of the issued share capital or by any other means to exercise more than 50 per cent. of the voting power; or
- (ii) Has power directly or indirectly to appoint a Secretary with power of exercising control; or
- (iii) Is otherwise so interested or associated as in the opinion of the Council to constitute effective control or association.

(c) If a Member acquires control over or becomes associated with an allied company which manufactures and sells batteries, that Member shall forthwith deliver to the Association a statement giving full particulars thereof. Similar particulars of its manufacturing and selling allied companies, if any, shall be given upon election by any new Member.

Register of Members

6. The Secretary shall keep a register which shall contain particulars of the full name and address of each Member.

Rights and Obligations of Members

7. The rights, obligations and privileges of every Member shall be personal and shall not be transferable or transmissible, except in the case where a Member being a corporated body or a limited company, goes into liquidation for the purpose of amalgamation or reconstruction.

* The general purport of the Regulations not quoted in full are indicated in square brackets.

Subscriptions

8. Until otherwise determined every Member shall pay and contribute a share of the working and other expenses and of the liabilities of the Association incurred during the time he is a Member, in the following proportions:—

Chloride Batteries Ltd.	Two eighths
Joseph Lucas Ltd.	} Three eighths
C.A.V. Ltd.	
Smiths Motor Accessories Ltd.	
Oldham & Son Ltd.	One eighth
Pritchett & Gold & E.P.S. Co. Ltd.	Two eighths

Cessation of Membership

9. Subject to the provisions of the next succeeding Regulation, any Member may retire from membership by giving three months' notice in writing to the Secretary, provided always that at the date of such notice the Member shall have been a Member for at least twelve months.

10. Membership shall cease:

- (a) If the Member retire under the provisions of Regulation 9.
- (b) If the Member, being a corporate body or limited company, be dissolved, go into liquidation or be wound up, except for the purpose of reconstruction or amalgamation.
- (c) If the Member, being an individual become bankrupt, compound with or make any assignment, for the benefit of or by way of trust for his creditors.
- (d) If the Member shall commit a breach of these Regulations which that Member shall fail to remedy after reasonable notice requiring him so to do, or shall be in arrear with the payment of any monies due from him to the Association for more than six calendar months or shall cease to possess the qualification for membership as defined herein, and if the Council shall pass the resolution referred to in the following Regulation.

11. The Council may in the event of the happening of any of the events set out in paragraph (d) of the last preceding Regulation by resolution passed, call upon such Member (who shall not be entitled to vote at such meeting on such resolution but shall be entitled to be heard thereon) to resign, and thereupon such Members shall ipso facto cease to be a Member.

12. If for any reason a Member shall cease to be a Member he shall continue to be liable for his share of any commitments of the Association up to the time of his ceasing to be a Member.

Council

13. The business of the Association shall be managed by a Council. Each of the following Members shall be entitled to appoint the following number of Representatives to the Council and be entitled to exercise the following votes:—

Members	Council Representatives	Votes
Chloride Batteries Ltd.	2	} One
Pritchett & Gold & E.P.S. Co. Ltd.	2	
Joseph Lucas Ltd.	} 4	One
C.A.V. Ltd.		
Smiths Motor Accessories Ltd.		
Oldham & Son Ltd.	4	One

Powers of Council

14. The Council may exercise all such powers and do on behalf of the Association all such acts as may be necessary for the fulfilment of the Objects.

15. [Validity of bona fide acts in the event of defective appointments]

Secretary

16. [Power to appoint and duties]

Chairman and Vice-Chairman

17. [Election of]

Meetings

18-19. [Provision for, etc.]

Quorum

20. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. A quorum shall be the Members entitled to cast the three votes.

21. [Procedure in absence of quorum: adjournment of meetings]

Agenda

22. [Provision for]

Resolutions

23. A resolution of the Council shall be effective if two votes are cast in its favour, unless these regulations otherwise provide.

Notwithstanding the foregoing a resolution in writing signed by every Member of the Council entitled to vote shall have the same effect and validity as a resolution duly passed at a meeting of the Council duly convened and constituted.

Committees

24. The Council may delegate any of their powers to Committees consisting of such persons as they think fit. The meetings and proceedings of any such Committees shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any Regulations made by the Council.

25. The Council shall appoint a Technical Committee which shall deal with any matters of standardisation referred to it by the Council in implementation of Object (c) and any other technical matters as the Council may direct.

Minutes

26. [Provision for]

Accounts

27. [Provision for]

Auditor

28. [Appointment of]

Notices

29-30. [Provision for]

Indemnity

31. [Provision for]

Dissolution

32. If upon dissolution of the Association there shall remain after the satisfaction of all its debts and liabilities and the expenses of winding up any surplus monies or other property whatsoever, the same shall be distributed among the Members who were Members of the Association at the date of the resolution of

the Council for winding up, rateably according to their respective proportions under the provisions of Regulation 8 as the same existed at the date of such resolution.

33. If the funds of the Association on dissolution shall prove insufficient to meet its debts and liabilities and the expenses of winding up the deficiency shall be contributed by all those Members who were Members of the Association at the date of the resolution for winding up rateably according to their respective proportions under the provisions of Regulation 8 as the same existed at the date of such resolution. The Association shall not be deemed to have been dissolved until all liabilities of the Association shall have been discharged and paid and all the affairs of the Association have been fully wound up.

Information Service

34. The Association shall maintain an Information Service for the benefit of Members. To this end Members shall lodge with the Association the details enumerated below and shall at weekly intervals report to the Secretary any additions, deletions or amendments thereto:

- (a) Any list prices of batteries, parts and accessories including replated or rebuilt batteries and any list prices for filling and charging.
- (b) If a Member shall sell to any customer on terms other than those disclosed in his list prices referred to in (a) above then he will provide the Association with the following information:—
 - (i) Subject to the exceptions referred to below, the names and addresses of all such customers, including all their branches, associates or subsidiaries (if any) and in the case of any such customer who shall be appointed by a Member as a Service Agent, information in such form as may be agreed as to the nature and status of his business. The exceptions are retail traders and fleet operators with less than 50 vehicles.
 - (ii) The number of vehicles operated by any such customer who shall be a fleet operator with 50 or more vehicles.
 - (iii) Full details of any discounts or rebates allowed to such customer or class of customer except that in the case of any such customers who shall be appointed by a Member as Service Agents the Member will only inform the Association of the maximum discounts given and any rebates available to Service Agents generally.
 - (iv) Full details of all discounts or rebates which such customer may be allowed or authorised by the Member to grant or allow on resale.
- (c) Catalogue details of all new types of battery introduced.
- (d) Any terms of guarantee pertaining to each battery range.
- (e) Bulk and (where applicable) "per battery" scrap allowances.
- (f) Any information concerning the manufacturing or trading activities of competitors who are not members of the Association.
- (g) Any other information which the Council by unanimous consent may from time to time decide.

Provided always that nothing herein shall require any Member to give any notification or do or refrain from doing any other act before making, quoting or changing any price, discount, rebate or condition of sale or appointing a Service Agent.

The Secretary shall circulate to all Members at weekly intervals, all information lodged with the Association during the preceding seven days.

Any Member may complain to the Secretary of incorrect, insufficient or misleading information provided by any other Member. The Secretary shall ask the Member complained against to check the accuracy of the information supplied.

Members' Sales Figures

35. The total quantity of Members' car battery sales in the twelve months ending 31st December in each year shall be reported in confidence to the Association's auditors as soon as possible thereafter. Only the combined total of Members' sales shall be supplied by the auditors to the Secretary who shall inform Members of this figure.

Alterations to Objects and Regulations

36. The objects and any of these Regulations may be varied, amended, altered, added to or cancelled at any time by unanimous resolution at a Council meeting, but the notice convening such meeting shall set forth full particulars of the proposed variations, amendments, alterations, additions or cancellations to be proposed at such meeting. At least twenty-one days' notice shall be given to all Members in respect of any Council meeting convened for this purpose.

The foregoing Constitution of The British Starter Battery Association (1960) was ADOPTED by the undersigned representatives of founder member firms at the Inaugural Meeting of the Association held on 14th July, 1960.

Chloride Batteries Ltd.	[Name of representative] (Chairman)
Joseph Lucas Ltd. } C.A.V. Ltd. }	" " " (Vice-Chairman)
Oldham & Son Ltd.	" " "
Pritchett & Gold & E.P.S. Co. Ltd.	" " "
Smiths Motor Accessories Ltd.	" " "

Witness:

[Name]

(Secretary)

APPENDIX 6

(Referred to in paragraphs 139 and 428)

CONDITIONS OF SALE OF JOSEPH LUCAS (SALES AND SERVICE) LTD.

ELECTRICAL EQUIPMENT FOR CAR, MOTOR CYCLES, COMMERCIAL VEHICLES, AGRICULTURAL MACHINERY, MARINE ENGINES, ETC.

CONDITIONS OF SALE

Joseph Lucas (Sales and Service) Limited is hereinafter termed LUCAS. Any product sold by Lucas is hereinafter referred to either as LUCAS product or LUCAS article.

Resale Prices

Every Lucas article is supplied on condition that it shall not be resold TO THE TRADE below the FIXED WHOLESALE SELLING PRICE, or to a person other than a bona-fide dealer below the FIXED RETAIL SELLING PRICE of the article appearing in our printed list of fixed prices current at the time of the resale. A dealer who resells any LUCAS article in breach of this condition shall be required to pay to LUCAS liquidated damages of TWENTY POUNDS in addition to any other remedy which may be available against him.

Under Section 25 of the Restrictive Trade Practices Act 1956 this condition may be enforced against ANY trader who acquires LUCAS products for resale in the course of business as if he had purchased the products directly from LUCAS and had agreed to be bound by the condition.

This Condition is not applicable in Eire.

Exhibitions

No person shall without the previous written consent of LUCAS exhibit any LUCAS product referred to in this agreement at any Exhibition or Show held in the United Kingdom except when fitted to or forming a component part of a motor vehicle (including a tractor implement or engine) and shall not without such consent display or distribute or use at any such Exhibition or Show any advertising matter relating to the said Lucas products.

Auctions, Gift Schemes, etc.

No LUCAS article shall be offered for sale by auction or used or re-sold for the purpose of being employed in any gift or prize scheme by which any such goods are advertised or offered at cut prices or as prizes or gifts in exchange for coupons supplied with soap, cigarettes or other merchandise.

Guarantee

All usual and reasonable precautions have been taken by LUCAS to ensure excellence of materials and workmanship, and in the event of any defect in any LUCAS product, which is not caused by fair wear and tear, misuse, accident or negligence, being disclosed within twelve months of its being put into use, LUCAS will either supply new parts or components in exchange for those defective, or repair such defective parts or components, free of charge.

LUCAS does not undertake to dismantle or re-assemble or bear the cost of dismantling or re-assembling any such part or component on the chassis or vehicle. This undertaking shall be deemed to exclude any and every other obligation whatsoever and all liability for any loss or damage howsoever and whensoever caused or arising, except the cost of replacement or repair in accordance with this undertaking.

The acceptance of the LUCAS article by any Purchaser is to be considered as an acknowledgement that these Conditions are part of the Contract under which

he purchases and that he agrees to observe the same and that no plea of ignorance of prices shall avail.

In addition to the above terms, a Wholesale Dealer purchasing any LUCAS article does so upon the express condition that these Conditions of Sale shall remain attached to each package, and shall form part of the terms upon which he shall resell the contents.

If these Conditions are not accepted the LUCAS article should be returned to us at once, or to the Dealer from whom it has been obtained.

APPENDIX 7

(Referred to in paragraphs 139, 436 and 838)

STANDARD FORM OF AGREEMENT BETWEEN JOSEPH LUCAS LTD. AND BATTERY SERVICE AGENTS

Note.—Any arrangement made by the Company with prospective Service Agents is made subject to the underwritten form of agreement being entered into, and the Company will not recognise any appointment of Service Agents unless and until the agreement is signed by both parties.

LUCAS BATTERY SERVICE AGENCY

AGREEMENT made this _____ day of _____ 196 _____, BETWEEN Messrs Joseph Lucas Ltd., Birmingham (hereinafter called the Principals) by _____ duly authorised to sign the Agreement on their behalf of the one part and MESSRS. _____ (hereinafter called the Agent) of the other part, WHEREBY IT IS DECLARED and AGREED as follows:—

THE AGENT UNDERTAKES:—

- (1) To purchase and carry in stock continually such stock of Batteries and Battery Parts of the Principals' manufacture as the Principals may deem desirable. The initial stock to be as shown on the sheets attached. This is subject to modification according to stocks now held and special local conditions. To furnish an inventory of his stock at the Principals' request.
- (2) To have available adequate charging plant.
- (3) To have adequate garage accommodation to the Principals' satisfaction.
- (4) To have skilled repairers for battery work.
- (5) To use only the batteries and battery parts of the Principals' manufacture for repairing batteries of the Principals' make.
- (6) Not to act as Agent for, or sell, any battery or battery parts, other than those of the Principals' manufacture.
- (7) Not to exhibit or knowingly permit the exhibition of any of the productions of the Principals at Shows, Fairs or Exhibitions, without the express consent in writing of the Principals.
- (8) To show prominently a sign supplied by the Principals. Sign to be supplied free of charge, but Agent to pay the cost of erection, current consumption, and to keep same in good condition. Sign to remain property of the Principals, and to be returned on expiration of the Agency.
- (9) To advertise locally as the Principals may reasonably deem necessary.
- (10) To run the Service Station in such manner as is satisfactory to the Principals.
- (11) Not to sell batteries and parts at prices in excess of the Principals' recommended maximum list prices.
- (12) To do his utmost in every way to actively push the sale of batteries and electrical spares and accessories of the Principals' and their Associated Companies' manufacture, to the Trade and to the Public generally.
- (13) To pay for goods purchased strictly monthly less 2½ per cent. discount, or 3¼ per cent. for payment in seven days.
- (14) To pay carriage on orders placed on the Principals for goods of less value than £20 nett of any one class, namely batteries and battery parts, or electrical spares, or motor accessories.
- (15) To order direct from the Works, and not to requisition supplies from any of the Principals' Depots except in emergency. Where parts are drawn in such emergency reduced discounts will apply.

- (16) To give free service during the guarantee period of 12 months on all new batteries of the Principals' make put into use, whether supplied by the Agent or not; and the Agent undertakes to carry out this free service during the 12 months' guarantee period without expense to the Principals in the case of minor repairs, but in the case of major repairs he will submit a claim for materials used in such repairs according to the schedule provided by the Principals.

To service batteries of the Principals' make which have been in service for a period in excess of 12 months, in accordance with the Principals' Battery Service Scheme, a copy of which is attached to this Agreement, or, alternatively, to charge the customer for the necessary repairs, in which latter case the Principals shall not be a party to the transaction.

- (17) To carry such stock of Service Batteries for loan to customers whilst their own batteries are under repair as may be necessary, and if a charge is made for loan such charge to be at a maximum of 4s. for 6-volt and 12-volt car batteries, and 1s. 6d. for motor cycle batteries, for any period up to one week, additional days *pro rata*, these figures being exclusive of any fitting charges. It is alternatively suggested that in many cases it will be possible to furnish a customer right away with a fresh battery, at an agreed figure, and repair his original for stock.
- (18) To adopt and execute service plans laid down by the Principals from time to time for the benefit of their clients.
- (19) To stock and sell only the Principals' genuine electrical spare parts and accessories, supplied by the Principals, for equipment of the Principals' and their Associated Companies' manufacture. The term genuine electrical spare parts means those spare parts originally supplied by the Principals and their Associated Companies, and which have been subjected to their inspection and tests.
- (20) To use only genuine electrical spare parts for repairing equipment of the Principals' and their Associated Companies' manufacture, and to send all armatures requiring rewinding to the Principals.
- (21) To refrain from using the word Lucas as/or part of the trading title.
- (22) Not to use a trading title which might convey to the trade or public the impression that the business is a branch of/or the property of the Principals, or create such impression in advertisements, literature, insertions in Telephone Directories, letter and bill headings, and elsewhere. Where the word Lucas appears, with or without the word Agency, the Agent is to include the trading title and display it prominently in a manner satisfactory to the Principals.

THE PRINCIPALS UNDERTAKE:—

- (1) To supply the Agent with Car and Motor Cycle Batteries at their current prices, less a discount of 27½ per cent. and 20 per cent.
- (2) To supply the Agent with Commercial and 'Bus Batteries at their current prices, less a discount of 27½ per cent. and 20 per cent.
- (3) To supply the Agent with Wireless Batteries on special terms if he is recognised by the Principals as being substantially engaged in the Wireless Industry.
- (4) To supply the Agent with Signs, Catalogues and Advertising matter, as the Principals may deem necessary.
- (5) To advertise in the Motor Press and generally as deemed desirable.
- (6) To supply Battery Spares at a discount of
50 per cent. for lead parts.
25 per cent. and 25 per cent.
for non-lead.
- (7) To supply a reasonable stock of Service Batteries, which will be marked "Reconditioned", at a discount of 50 per cent. off List.
- (8) To supply the Agent with electrical spare parts and accessories at special terms.

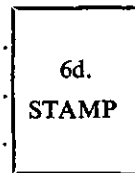
- (9) Although no fixed territory is implied in this Agreement, the Principals will, when appointing additional Service Agents, act in a manner that is fair and reasonable to existing Agents as regards territory.
- (10) To give in their own Works technical tuition on repairing their batteries to the Agents appointed. All the Agents' expense relative to this to be borne by the Agents. The representative shall be subject to the Principals' usual Works discipline and regulations while at their Works.
- (11) The term " Agent " is used in a complimentary sense only. The Principals accept no liability for consequential losses which may arise through the Principals exercising their right to terminate this Agreement.
- (12) If the Principals terminate the Agency, they will give consideration to accepting the return of the stocks if desired by the Agent, provided the necessity for the termination of the Agreement has not been due to any default on the part of the Agent.
- (13) This Agreement is in force for a period of one year from date, thereafter subject to one calendar month's notice on either side, and is not transferable without the permission of the Principals in writing.
- (14) This Agreement is subject to cancellation in the case of bankruptcy, or if the business is not carried on to the Principals' satisfaction, or if the business done is deemed insufficient having regard to all the relative circumstances.
- (15) All questions of difference whatsoever which may at any time arise hereafter between the parties hereto or their representatives touching these presents or the subject matter thereof, or arising out of or in relation thereto, and whether as to construction or otherwise, shall be referred to a single Arbitrator in accordance with and subject to the provisions of the Arbitration Act, 1954 or any re-enactment or modification thereof for the time being in force.

Signed by

for and on behalf of the Principals.

.....
 Signed for and on behalf of the Agent

Date



APPENDIX 9

(Referred to in paragraphs 632 (footnote), 674 (footnote), 675, 704, 861 and 863)

SUMMARY OF PROFIT FIGURES

SUBMITTED BY

JOSEPH LUCAS (INDUSTRIES) LTD.

1. Lucas's Profits as Percentages of Capital Employed

Lucas submitted statements showing for each of the years 1954 to 1961 (a) the average capital employed, (b) the profit and (c) the profit expressed as a percentage of the average capital, in respect of the trade of the Lucas group (1) as a whole, (2) in reference goods, (3) in reference batteries and (4) in reference goods other than batteries. All these calculations were made by two methods. The percentage profit figures so calculated are set out below:

				<i>Group as a whole Per cent.</i>	<i>Total reference goods Per cent.</i>	<i>Batteries Per cent.</i>	<i>Other reference goods Per cent.</i>
<i>Basis A</i>							
1954	...	...	...	29.5	41.8	29.4	44.0
1955	...	...	...	26.6	39.2	23.9	41.7
1956	...	...	...	18.1	20.0	4.1	22.8
1957	...	...	...	19.2	21.8	14.5	23.1
1958	...	...	...	21.5	19.8	25.5	18.8
1959	...	...	...	20.6	25.7	40.9	23.3
1960	...	...	...	20.3	16.5	44.4	11.6
1961	...	...	...	16.6	7.6	26.8	4.3
Weighted average:							
1954-61	...	...	...	21.1	22.6		
<i>Basis B</i>							
1954	...	...	...	19.2	22.4	14.4	24.0
1955	...	...	...	17.5	23.3	13.5	25.0
1956	...	...	...	11.8	11.4	1.0	13.3
1957	...	...	...	12.5	12.6	7.7	13.5
1958	...	...	...	15.1	12.3	16.7	11.5
1959	...	...	...	15.2	17.1	28.0	15.4
1960	...	...	...	15.4	11.2	31.9	7.5
1961	...	...	...	12.7	4.8	19.3	2.2
Weighted average:							
1954-61	...	...	...	14.8	13.9		

Notes

(1) For the group as a whole the figures of capital employed submitted by Lucas increased year by year over the period, whether on Basis A or Basis B; subject to some minor fluctuations, the same is generally true of the figures of capital employed under the other headings. During the 8 years the capital employed figures ranged as follows:

				<i>Basis A £ million</i>	<i>Basis B £ million</i>
Group as a whole	...	...	...	27.6 to 43.9	38.0 to 53.4
Total reference goods	...	...	...	7.4 to 11.9	12.0 to 16.0
Batteries	...	...	...	1.1 to 1.8	1.8 to 2.4
Other reference goods	...	...	...	6.3 to 10.1	10.1 to 13.6

(2) On *Basis A* fixed assets are valued at depreciated historic cost. The figures for reference goods on this basis (both in total and broken down between batteries and other reference goods) were calculated by us and agreed with Lucas (see paragraphs 674, 703 and 704); those for the group as a whole were prepared by Lucas on a similar basis. On *Basis B* fixed assets are valued at depreciated replacement values (founded upon professional valuations as regards land and buildings and the company's own valuations as regards plant and machinery); the profits for this basis are the *Basis A* profits reduced by the company's "replacement reserve".

2. Profits of Motor Vehicle and Component Manufacturers as Percentages of Capital Employed

Lucas submitted a list of 52 companies (including Lucas) shown in the Stock Exchange Year Book under the heading "Motor Vehicle, Cycle and Aircraft Accessories and Components", with a brief note on the activities of each. This was accompanied by a statement showing for each of the years 1954 to 1961, so far as the figures were available, (a) the rates of profit on capital employed (calculated from figures taken from their published accounts as recorded by Moodies Services Ltd.) earned by each of these 52 companies, (b) the rates of profit on capital employed (calculated by the same method) earned by each of 8 leading motor vehicle manufacturers. The statement also showed the weighted average figures for these two groups (after excluding Lucas itself and certain non-manufacturing companies from the first group), together with our own indices of average profit rates for the Motors, Cycles and Aircraft Group (derived from "The Economist") and the Vehicles Group (derived from "Economic Trends")—see paragraph 704.

The methods adopted by Lucas for computing capital employed and profits relative to the companies (other than itself) in the two groups do not differ greatly from those followed by ourselves in calculating the profit rates for Lucas and for the two industry groups mentioned. Lucas's calculations, however, contrary to our own, included investments among assets employed (except in one extreme instance) and bank overdrafts among liabilities; the company, like ourselves, made no adjustments where assets had been revalued for accounts purposes. We have not verified Lucas's detailed calculations but it is unlikely that the relatively slight divergences of method would cause significant differences in the resulting average profit rates.

We do not think it necessary to show the individual figures submitted by Lucas for each of the companies in the Components Group or for the 8 vehicle manufacturers referred to above. The weighted average figures referred to are shown in paragraph 704.

APPENDIX 10

(Referred to in paragraphs 683, 704, 908, 909 and 1012)

SUMMARY OF PROFIT FIGURES

SUBMITTED BY

THE CHLORIDE ELECTRICAL STORAGE CO. LTD.

1. Chloride's Profits as Percentages of Capital Employed

Chloride submitted statements showing for each of the years 1954 to 1960 (a) the average capital employed, (b) the profit, and (c) the profit expressed as a percentage of the average capital employed, in respect of the trade of (1) the Chloride group as a whole, and (2) the United Kingdom battery subsidiaries. Individual figures were given for each of the subsidiaries in (2), together with weighted average figures for (i) all the subsidiaries concerned, (ii) C.B.L. and P. & G. (with Holsun), being the United Kingdom subsidiaries in the automotive battery market,* and (iii) the subsidiaries included in (ii) together with Gaedor, "which is an integral part of the distribution arrangements" of C.B.L. All these calculations were made by two methods. The percentage profit figures so calculated (excluding those for individual subsidiaries, which we do not think it necessary to record) are set out below:

		<i>Group as a whole Per cent.</i>	<i>U.K. battery Subsidiaries Per cent.</i>	<i>Selected Subsidiaries (excluding Gaedor) Per cent.</i>	<i>Selected Subsidiaries (including Gaedor) Per cent.</i>
<i>Method 1</i>					
1954	...	20.0	28.7	30.6	28.0
1955	...	16.6	25.8	25.0	22.8
1956	...	16.2	21.5	20.6	18.8
1957	...	13.9	17.8	16.6	15.1
1958	...	13.6	19.4	19.7	17.9
1959	...	17.5	20.2	19.1	17.6
1960	...	16.7	16.8	12.2	11.6
<i>Method 3†</i>					
1954	...	11.9	18.1	19.6	18.2
1955	...	9.4	15.4	15.2	14.2
1956	...	8.7	12.1	11.6	10.9
1957	...	7.2	9.2	8.4	7.9
1958	...	6.8	10.1	10.1	9.5
1959	...	9.2	11.3	10.3	9.9
1960	...	8.6	9.2	5.6	5.7

Notes

A. For the group as a whole the figures of capital employed submitted by Chloride increased year by year over the period, whether under Method 1 or

* Chloride says that 50 per cent. of the total turnover of these subsidiaries was in reference batteries in 1958, as against a figure of only 26 per cent. for the other United Kingdom battery subsidiaries.

† "Method 2" was an alternative method adopted by us—see footnote to paragraph 683.

Method 3 ; subject to some minor fluctuations, the same is generally true of the figures of capital employed under the other headings. During the 7 years the capital employed figures ranged as follows:

	<i>Method 1</i> £ million	<i>Method 3</i> £ million
Group as a whole	13.9 to 18.3	20.7 to 29.3
U.K. battery subsidiaries	7.3 to 9.6	10.6 to 14.4
Selected subsidiaries (excluding Gaedor)	5.0 to 6.5	7.1 to 10.0
Selected subsidiaries (including Gaedor)	5.7 to 7.6	7.9 to 11.4

B. Under *Method 1* fixed assets are valued at historic cost less Chloride's normal depreciation, the latter being charged in arriving at profit. Chloride's method differed slightly from the method we used to determine the profits on reference goods but this would not have caused any significant differences in the resulting profit rates. Under *Method 3* fixed assets are valued at replacement cost at current price levels without depreciation and depreciation is charged against profits at normal rates based on that replacement cost.

2. Sales/Contribution Relationships

Chloride submitted further statements showing for 1958 (a) the sales, (b) the "Contributions" (see paragraph 679 and footnote), and (c) the Contributions expressed as percentages of sales, for the United Kingdom battery subsidiaries (excluding Gaedor). In one statement these figures were broken down as between sales of reference batteries (i.e. automotive and traction batteries sold on the home market) and other sales ; and in a second statement the breakdown shown was as between automotive batteries, traction batteries, inter-company sales and other sales (i.e. without distinguishing between home and export sales). The Sales/Contribution percentages given are set out below:

A. Breakdown between reference batteries and other sales

	<i>Reference</i> Per cent.	<i>Other</i> Per cent.
(i) C.B.L.	37	28
(ii) P. & G. (with Holsun)	39	23
(iii) (i) and (ii) together	37	26
(iv) Other U.K. battery subsidiaries (excluding Gaedor)	38	33
(v) All U.K. battery subsidiaries (excluding Gaedor)—i.e. (iii) and (iv) together	37	28

B. Breakdown by divisions of trade

	<i>Automotive</i> Per cent.	<i>Traction</i> Per cent.	<i>Inter Company</i> Per cent.	<i>Other</i> Per cent.
(i) C.B.L.	31.4	42.4	12.6	36.9
(ii) P. & G. (with Holsun)	34.9	—	18.8	31.1
(iii) (i) and (ii) together	32.0	42.4	15.8	35.1
(iv) All U.K. battery subsidiaries (excluding Gaedor)	31.9	41.9	16.6	34.8

APPENDIX 11

(Referred to in paragraphs 694, 695, 955 and 1004)

SUMMARY OF PROFIT FIGURES

SUBMITTED BY

CHAMPION SPARKING PLUG CO. LTD.

Champion submitted:

- (a) an alternative to our own computation of its sales, costs, profits and capital employed in respect of plugs covered by the reference for each of the years 1954 to 1958 to take account of its contention that all overhead expenses and capital should be allocated to the home trade except the marginal savings which would be achieved if no export business were undertaken ;
- (b) a calculation for 1958 of the further adjustments required to take account of its contention that allowance should be made for (i) the capital cost of providing a research establishment in the United Kingdom, and (ii) the difference between the commercial price of insulators and the actual price paid ;
- (c) a statement summarising for 1958 the effect of these various adjustments and also of valuing fixed assets (including land) at replacement cost less depreciation.*

The effect of (a) was to increase the costs, reduce the profits and increase the capital (as compared with our own calculations) by proportions which varied from year to year ; for 1958 these were, approximately, +4½ per cent., -15½ per cent. and +11½ per cent., respectively. So far as (b) was concerned, Champion estimated that the current cost (in 1960) of buildings and plant to provide its own research and engineering facilities would be approximately £244,700, but that assuming these facilities had been provided in the past the written down value in 1958 attributable to the home trade (on Champion's method of allocation) would be about £88,500. This would involve increasing the capital employed for that year (as calculated by us) by a further 15 per cent. So far as insulators were concerned, Champion assumed on the authority of the parent company that the new price of \$0.0455 which was adopted in 1960 (see paragraph 325) would have been the proper commercial price in 1958, when the actual price paid was \$0.0345 ; the effect of such an adjustment would be further to increase the costs for 1958 (as calculated by us) by 5½ per cent., to reduce the profits by 18½ per cent. and to increase the capital (due to revaluation of insulator stocks) by 5 per cent. The effect of (c), namely the revaluing of fixed assets on a replacement cost basis (with a corresponding increase in the depreciation charged) depended to some extent on whether or not the other adjustments referred to above were accepted, but basically it involved for 1958 an increase of 23½ per cent. in the capital and 1 per cent. in the costs and a reduction of 3 per cent. in the profits.

The cumulative effect of these various adjustments on the profit percentages in relation to capital employed for 1958 are shown in the table below:

	Per cent.	Per cent.
Commission's figure	57.8	
on replacement basis		45.4
After reallocation of home/export costs and capital on replacement basis	43.6	34.7
After further adjustment for insulator costs on replacement basis	38.4	30.3
After further adjustment for research establishment on replacement basis	28.7	22.5

* Figures for 1959 and 1960 adjusted in respect of (a) and (b) above were subsequently obtained, but 1958 was the only year for which a complete calculation, covering all the proposed adjustments, was submitted.

APPENDIX 12

(Referred to in paragraphs 1053 and 1066)

JOSEPH LUCAS (INDUSTRIES) LTD. : CERTAIN SUBSIDIARY COMPANIES

The companies listed below are subsidiaries of Lucas, though this fact has not been publicly disclosed. The companies in the list are or have been concerned with reference goods in one capacity or another.

Robert Guthrie Ltd. (non-trading) with its subsidiary companies:

Globe & Simpson Ltd.

Globe & Simpson (Sheffield) Ltd.

Globe & Simpson (Manchester) Ltd.

Express Electrical Services Ltd.

County Electrical Services Ltd.

Avon Electrical Services Ltd.

Irvine Electrical Services Ltd.

Bon-Accord Electrical Services Ltd.

The Wrexham Motor & Electrical Engineering Co. Ltd. (non-trading)

Auto Electric Service (Stourbridge) Ltd. (non-trading)

Auto Services Electrical Co. (Falmouth) Ltd. (non-trading)

Express Magneto (Repairs) & Electrical Co. Ltd. (non-trading)

Starting, Lighting & Ignition Services (Midland) Ltd. (non-trading)

David B. Irvine (Edinburgh) Ltd. (non-trading)

Cox & Co. (R.W.) Ltd.* with its subsidiary companies:

Harry Rawlings & Co. Ltd.

The Gravesend Car Electrical Co. Ltd.

Rists Wires & Cables Ltd. with its subsidiary company:

K.X. Lamps Ltd.

* This company has now changed its name to Cox (Electrodiesel) Ltd.

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