

4/82

No. 30 of 1980

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

WONG AH SUAN

Appellant

- and -

SARAWAK ELECTRICITY SUPPLY
CORPORATION

First
Respondent

- and -

THE GOVERNMENT OF THE STATE
OF SARAWAK

Second
Respondent

RECORD OF PROCEEDINGS

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Respondent

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L
FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

WONG AH SUAN

Appellant

- and -

SARAWAK ELECTRICITY SUPPLY
CORPORATION

First
Respondent

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THE GOVERNMENT OF THE STATE
OF SARAWAK

Second
Respondent

RECORD OF PROCEEDINGS

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Description of Document	Date
<u>IN THE HIGH COURT OF BORNEO AT KUCHING</u> Writ of Summons (Civil Suit No.K.380 of 1976)	20. 9.1976
Statement of Claim (Civil Suit No.K.380 of 1976)	20. 9.1976

DOCUMENTS TRANSMITTED TO PRIVY COUNCIL
BUT NOT REPRODUCED (Continued)

Description of Document	Date
<u>IN THE FEDERAL COURT IN MALAYSIA</u>	
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Notes of Submission recorded by the Honourable Salleh Abas, Federal Judge	24. 4.1979
Motion for leave to appeal to His Majesty The Yang di-Pertuan Agong	3. 8.1979
Affidavit of Wong Ah Suan in support of Motion for leave to appeal to His Majesty The Yang di-Pertuan Agong	3. 8.1979
Order of the Federal Court granting conditional leave to appeal to His Majesty The Yang di-Pertuan Agong	3. 9.1979

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

WONG AH SUAN

Appellant

- and -

SARAWAK ELECTRICITY SUPPLY
CORPORATION

First
Respondent

- and -

THE GOVERNMENT OF THE STATE
OF SARAWAK

Second
Respondent

RECORD OF PROCEEDINGS

No. 1

Writ of Summons (Civil Suit No. K.341
of 1976) dated 24th August, 1976

Specially Indorsed Writ of Summons

(Order 2, rule 3)

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.
Jalan Abell,
Kuching.

Plaintiff

AND

In the High
Court in
Borneo

No. 1
Writ of
Summons
(Civil Suit
No. K.341 of
1976) dated
24th August
1976

In the High
Court in
Borneo

No. 1
Writ of
Summons
(Civil Suit
No. K.341 of
1976) dated
24th August
1976.
(cont'd)

SARAWAK ELECTRICITY SUPPLY
CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

The Honourable Tan Sri Datuk Lee Hun He,
P.M.N., P.G.D.K., P.N.B.S., A.D.K., Chief Justice
of the High Court in Borneo in the name and on
behalf of His Majesty the Yang di-Pertuan Agong.

TO SARAWAK ELECTRICITY SUPPLY CORPORATION, 10
3rd Floor, Electra House,
Power Street, Kuching.

WE COMMAND you, that within 10 days after
the service of this Writ on you, inclusive of
the day of such service, you do cause an
appearance to be entered for you in an action at
the suit of WONG AH SUAN, Swan Electrical Works
Sdn. Bhd., Jalan Abell, Kuching.

AND TAKE NOTICE, that in default of your so doing
the Plaintiff may proceed therein and judgment 20
may be given in your absence.

WITNESS CHEW KUI SANG Esq., A.B.S., P.P.B.,
Acting Registrar of the High Court in Borneo
this 24th day of August, 1976.

EE, LIM & LEONG
.....

(Sgd) SIA MEE TIONG
.....

Plaintiff(s)'s
Advocates

Ag. Senior/Assistant
Registrar, High Court,
Kuching.

N.B. - This writ is to be served within twelve 30
months from the date thereof or, if renewed,
within six months from the date of renewal,
including the day of such date, and not
afterwards.

The Defendant or Defendants may appear
hereto by entering appearance or appearances
either personally or by Advocate at the Registry
of the High Court in Borneo at Kuching.

A defendant appearing personally may, if he 40
desires, enter his appearance by post, and the
appropriate forms may be obtained by sending a
Postal Order of \$3.00 with an addressed envelope
to the Registrar of the High Court in Borneo at
Kuching.

If the defendant enters an appearance he

must also deliver a defence within fourteen days from the last day of the time limited for appearance, unless such time is extended by the Court or a Judge, otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.

In the High
Court in
Borneo

No. 1
Writ of
Summons
(Civil Suit
No. K.341 of
1976) dated
24th August
1976.
(cont'd)

STATEMENT OF CLAIM

Indorsement:

10 The Plaintiff's claim is for:

1. A declaration that the defendant is precluded by the terms of section 4 of the Electricity Ordinance and/or section 15 of the Sarawak Electricity Supply Ordinance 1962 from using, working or operating any installation for the supply of electrical energy to all that area of Saratok, Sarawak, delineated in the First Schedule to a Licence dated the 1st January, 1961 and granted by the Governor to the Plaintiff, pursuant to section 4 of the aforesaid Electricity Ordinance.

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2. An injunction to restrain the Defendant Corporation by its servants, agents or otherwise from doing the acts, or any of them specified in paragraph 1 hereof; or acts preparatory to such acts;

3. Damages;

4. Costs;

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5. Such further or other relief to this Honourable Court may seem fit.

A Statement of Claim is annexed herewith and marked 'X'.

Dated this 20th day of August, 1976.

Sgd. EE, LIM & LEONG
.....

EE, LIM & LEONG
Advocates for the Plaintiff(s)

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And the sum of \$60/- (or such sum as may be allowed on taxation) for costs, and also, in case the Plaintiff obtains an order for substituted service, the further sum of \$300/- (or such sum as may be allowed on taxation). If the amount claimed be paid to the Plaintiff or his advocate and solicitor or agent within four days from the service hereof, further proceedings will be stayed.

In the High
Court in
Borneo

No. 1
Writ of
Summons
(Civil Suit
No. K.341 of
1976) dated
24th August
1976.
(cont'd)

Provided that if it appears from the
indorsement of the writ that the Plaintiff is
resident outside the scheduled territories as
defined in the Exchange Control legislation in
force in the State in which the writ of Summons
is issued or is acting by order or on behalf of
a person so resident or if the defendant is
acting by order or on behalf of a person so
resident, proceedings will only be stayed if
the amount claimed is paid into Court within
the said time and notice of such payment in
is given to the Plaintiff, his Advocate or
agent.

10

This Writ was issued by Messrs. Ee, Lim &
Leong, 20, Khoo Hun Yeang Street, Kuching, whose
address for service is 20, Khoo Hun Yeang Street,
Kuching, Sarawak, advocates for the said
Plaintiff(s) whose business address is Swan
Electrical Works Sdn. Bhd., Jalan Abell, Kuching.
Indorsement to be made within 3 days after
service.

20

This Writ was served by me at
on the defendant on the
day of 1976 at o'clock
a.m./p.m.
Indorsed this day of 1976.

Signed:
Address:

No. 2
Statement of
Claim (Civil
Suit No. K.
341 of 1976)
dated 20th
August 1976.

No. 2

Statement of Claim (Civil Suit No. K. 341
of 1976) dated 20th August, 1976.

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M A L A Y S I A

IN THE HIGH COURT IN BORNEO
(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff.

40

AND

Sarawak Electricity Supply
Corporation,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

In the High
Court in
Borneo

No. 2
Statement of
Claim (Civil
Suit No. K.
341 of 1976)
dated 20th
August 1976.
(cont'd)

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a person authorized by licence granted under the Electricity Ordinance to supply energy and light to a designated area in Saratok by the Governor of the State of Sarawak.

2. The Defendant was at all material times a creature of statute which came into being upon the enactment of the Sarawak Electricity Supply Ordinance 1952.

3. The licence granted to the Plaintiff was dated the 20th January, 1961, and in the ordinary course of events would remain in force until the 31st day of December, 1985 and thereafter for successive terms of 5 years each until determined in accordance with the provisions contained in the licence. The licence is still in force.

4. The area designated for supply by the Plaintiff is described in the first schedule to the licence which area shall hereinafter be referred to as the said area.

5. The licence is by reason of its provisions completely exclusive in nature. It gives to the Plaintiff the absolute discretion to supply based on profitability.

6. The licence also sets out a rate of charges lawfully leviable by the Plaintiff in respect of his supply of light and energy. This rate was later altered by a supplementary licence dated the 19th October, 1971, and also granted by the Governor.

7. The Plaintiff will refer at the trial to the licence and the supplementary licence for their full terms and effect.

8. Some time in 1975, the Defendant despite objections by the Plaintiff commenced works designed for the supply of light and energy to the said area and in or about November, 1975, actually began the supply of light and energy in the said area to certain shopowners. This was done despite the said licence being brought to the Defendant's attention.

In the High
Court in
Borneo

No. 2
Statement of
Claim (Civil
Suit No. K.
341 of 1976)
dated 20th
August 1976.
(cont'd)

9. Despite several representations made to the Defendant the Defendant nevertheless did not desist from the preparatory works nor from the eventual supply of light and energy to the said area. The Defendant to date continues to supply light and energy in the manner above described.

10. In the circumstances the Plaintiff has therefore suffered damages.

The Plaintiff therefore claims against the Defendant for -

10

1. A declaration that the defendant is precluded by the terms of section 4 of the Electricity Ordinance and/or section 15 of the Sarawak Electricity Supply Ordinance 1962 from using, working or operating any installation for the supply of electrical energy to all that area of Saratok, Sarawak, delineated in the First Schedule to a licence dated the 1st January, 1961 and granted by the Governor to the Plaintiff, pursuant to section 4 of the aforesaid Electricity Ordinance.

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2. An injunction to restrain the Defendant Corporation by its servants, agents or otherwise from doing the acts, or any of them specified in paragraph 1 hereof, or acts preparatory to such acts;

3. Damages;

4. Costs;

5. Such further or other relief as to this Honourable Court may seem fit.

30

Dated this 20th day of August, 1976.

Sgd. Ee, Lim, & Leong
.....

EE, LIM & LEONG
Advocates for the Plaintiff

To: Sarawak Electricity Supply Corporation,
the abovenamed Defendant,
through its Advocates,
Messrs. Chan, Jugah, Wan Ullok & Co.,
O.C.B.C. Building, (2nd Floor),
Khoo Hun Yeang Street,
Kuching, Sarawak.

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No. 3

Statement of Defence (Civil Suit No. K.
341 of 1976) dated 24th September, 1976

In the High
Court in
Borneo

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

No. 3
Statement of
Defence (Civil
Suit No. K.341
of 1976) dated
24th September
1976.

BETWEEN

10 WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

PLAINTIFF

AND

SARAWAK ELECTRICITY SUPPLY
CORPORATION
3rd Floor, Electra House,
Power Street,
Kuching.

DEFENDANT

D E F E N C E

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1. The Defendant admits Paragraphs 1 and 2 of
the Statement of Claim.

2. The Defendant does not admit Paragraphs 3,
4, 5 and 6 of the Statement of Claim, and puts
the Plaintiff to strict proof thereof.

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3. Under the Sarawak Electricity Supply
Corporation Ordinance, 1962, some of the general
functions of the Defendant are "to establish,
manage and work such electrical installations as
the Corporation may deem it expedient to establish";
"to promote and encourage the generation of energy
with a view to the economic development of
Sarawak"; and "to secure the supply of energy at
reasonable prices".

4. Before October, 1975, the Defendant received
numerous applications from many inhabitants of
Saratok requesting the Defendant to supply them
light and energy in Saratok at reasonable prices.

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5. The Defendant will say that, at the material
time, the Plaintiff's supply of light and energy
in Saratok was inefficient and unsatisfactory, and
its capital charges and/or tariff rates therefor
were higher than those of the Defendant and
unreasonable in the circumstances thereof.

In the High
Court in
Borneo

No. 3
Statement of
Defence (Civil
Suit No. K.341
of 1976) dated
24th September
1976.
(cont'd)

6. Pursuant to Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance, 1962, the Defendant wrote to the Plaintiff, on or about the 1st day of August, 1973, seeking the consent of the Plaintiff to supply light and energy in Saratok to some sixty inhabitants thereof, who requested the Defendant for the supply of the same.

7. On or about the 8th day of August, 1973, the Plaintiff, through its then Advocates, Messrs. Thomas & Co., wrote to the Defendant, "inter alia", informing the Defendant that it was not prepared to give the Defendant the requisite consent thereto.

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8. Pursuant again to Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance, 1962, the Defendant, thereafter, made application to the Governor in Council for the consent of the Plaintiff to be dispensed with, and the Governor in Council has, on the 27th day of December, 1973, dispensed with such consent.

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9. The Defendant was/is under a legal duty, under Section 15(1) of the Sarawak Electricity Supply Corporation Ordinance, 1962, to supply light and energy to any person, other than a licensee, requiring a supply thereof.

10. On or about the 10th day of May, 1974, a Sixth Supplemental Electricity Licence was granted by the Governor in Council under Section 4 of the Electricity Ordinance, (Cap. 137), to the Defendant to supply light and energy in Sarawak.

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11. The Defendant will, therefore, contend that it lawfully supplied/supplies light and energy in Saratok by virtue of Section 15 of the Sarawak Electricity Supply Corporation Ordinance 1962, and/or by virtue of the Sixth Supplemental Electricity Licence dated the 10th day of May, 1974.

12. The Defendant does not admit Paragraph 10 of the Statement of Claim.

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13. Save as hereinbefore expressly admitted, the Defendant denies each and every allegation contained in the Statement of Claim as if the same were herein set out seriatim and specifically traversed.

Dated this 24th day of September, 1976.

Sgd.
.....
CHAN, JUGAH, WAN ULLOK & CO.,
Advocates for the Defendant.

In the High
Court in
Borneo

No. 3
Statement of
Defence (Civil
Suit No. K.341
of 1976) dated
24th September
1976.
(cont'd)

To: The abovenamed Plaintiff,
WONG AH SUAN,
through his Advocates,
Messrs. Ee, Lim & Leong,
Khoo Hun Yeang Street,
Kuching.

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This Defence is filed by Messrs. Chan,
Jugah, Wan Ullok & Co., Advocates for the
Defendant, whose address for service is O.C.B.C.
Building, Khoo Hun Yeang Street, Kuching, Sarawak.

No. 4

Order of Court (Civil Suit No. K.380 of
1976) dated 27th November, 1976

No. 4
Order of Court
(Civil Suit No.
K.380 of 1976)
dated 27th
November 1976.

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

20

CIVIL SUIT NO. K.380 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

THE GOVERNMENT OF THE STATE
OF SARAWAK,
SARAWAK.

Defendant

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BEFORE THE HONOURABLE MR. JUSTICE GEORGE K.S. SEAH

IN OPEN COURT

O R D E R

THIS APPLICATION by way of Notice of Motion
dated the 18th day of October, 1976, coming on

In the High
Court in
Borneo

No. 4
Order of Court
(Civil Suit No.
K.380 of 1976)
dated 27th
November 1976.
(cont'd)

for hearing on the 15th day of November, 1976,
in the presence of Mr. Denis Ong Jiew Fook of
Counsel for the Defendant and Mr. S.P.T. Ee, of
Counsel for the Plaintiff AND UPON READING
the Affidavits of Wan Madzihi Mahdzar affirmed
on the 18th day of October, 1976 and 13th day
of November, 1976, respectively in support
thereof and filed herein and the Affidavit of
Wong Ah Suan the abovenamed Plaintiff affirmed
on the 11th day of November, 1976 and filed
herein AND UPON HEARING the arguments of Counsel
as aforesaid IT WAS ORDERED that this application
do stand adjourned for judgment and the same
coming on for judgment this day in the presence
of Counsel as aforesaid IT IS ORDERED that this
application be and is hereby dismissed with costs
to be taxed on the higher scale AND IT IS HEREBY
DIRECTED that in taxing costs and in particular,
the item relating to getting up the taxing
master shall take into consideration two matters,
inter alia, (a) prayer 2 of paragraph 9 of the
Statement of Claim was struck out by consent and
(b) some paragraphs of the Affidavit of the
Plaintiff dated the 11th day of November, 1976
were struck out as being scandalous and
irrelevant AND IT IS LASTLY ORDERED that the
Defendant do deliver its Defence within thirty
days from the date hereof.

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GIVEN under my hand and the Seal of the
Court this 27th day of November, 1976.

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(Sgd)
.....

Ag. Senior Assistant Registrar,
High Court, Kuching.

No. 5

Order of Court
(Civil Suit No.
K.380 of 1976)
dated 6th
December 1976.

No. 5

Order of Court (Civil Suit No. K. 380 of
1976) dated 6th December, 1976

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K. 380 OF 1976

40

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan, Abell, Kuching.

Plaintiff

AND

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak.

Defendant

BEFORE THE HONOURABLE MR. JUSTICE GEORGE K.S.
SEAH

In the High
Court in
Borneo

No. 5
Order of Court
(Civil Suit No.
K.380 of 1976)
dated 6th
December 1976.
(cont'd)

IN CHAMBERS

O R D E R

10 UPON READING the Ex-parte Summons in
Chambers dated the 9th day of November, 1976 and
the Affidavit of Mr. Wong Ah Suan affirmed on the
9th day of November, 1976 in support thereof and
the Affidavit of Mr. Denis Ong Jiew Fook in reply
thereto affirmed on the 4th day of December, 1976
all filed herein UPON HEARING Mr. Ee, S.P.T. of
Counsel for the Plaintiff and Mr. Denis Ong Jiew
Fook of Counsel for the Defendant IT IS ORDERED
that -

20 1. the Statement of Claim in this action be
amended by inserting the following paragraph as
paragraph 8 thereof -

"On the 10th May, 1974, the Governor granted
a licence to SESCO to supply energy to
Saratok and thereby encroached on to the
exclusive area of supply of energy granted
by the Governor to the Plaintiff on the 20th
January, 1971."

and by renumbering paragraphs 8 and 9 thereof as
9 and 10 respectively.

30 2. the indorsement on the Writ of Summons and
the claim passage in the Statement of Claim be
amended by inserting the following as paragraph 3
thereof -

"3. A declaration that the act of the
Governor in granting a licence dated the 10th
May, 1974 to SESCO to supply energy and light
within the exclusive area granted to the
Plaintiff under licence dated the 20th
January, 1971 was ultra vires and void."

40 and that paragraph 3 thereof be renumbered as
paragraph 4.

AND IT IS FURTHER ORDERED that the Plaintiff
do pay the taxed costs of this application to the
Defendant in any event.

In the High
Court in
Borneo

GIVEN under my hand and the Seal of the
Court this 6th day of December, 1976.

No. 5
Order of Court
(Civil Suit No.
K.380 of 1976)
dated 6th
December 1976.
(cont'd)

(Sgd)
.....
Ag. Senior Assistant Registrar
High Court, Kuching.

No. 6
Amended Writ
of Summons
(Civil Suit No.
K.380 of 1976)
dated 13th
December 1976.

No. 6
Amended Writ of Summons (Civil Suit
No. K.380 of 1976) dated 13th December
1976

GENERALLY INDORSED WRIT OF SUMMONS

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(Order 2, rule 3)

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.380 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

20

AND

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak.

Defendant

The Honourable Tan Sri Datuk Lee Hun Hoe,
P.M.N., P.G.D.K., P.N.B.S., A.D.K., Chief
Justice of the High Court in Borneo in the name
and on behalf of His Majesty the Yang di-Pertuan
Agong.

To: THE GOVERNMENT OF THE STATE OF SARAWAK,
Sarawak,
c/- State Attorney General Office,
Legal Department, Kuching, Sarawak.

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WE COMMAND you, that within 10 days after the service of this Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of WONG AH SUAN, Swan Electrical Works Sdn. Bhd., Jalan Abell, Kuching.

In the High Court in Borneo

No. 6
Amended Writ of Summons
(Civil Suit No. K.380 of 1976)
dated 13th December 1976.
(cont'd)

AND TAKE NOTICE, that in default of your so doing the Plaintiff may proceed therein and judgment may be given in your absence.

10

WITNESS CHEW KUI SANG Esq., A.B.S., P.P.B., Acting Registrar of the High Court in Borneo this 24th day of September, 1976.

(Sgd.) Ee & Lim

(Sgd.) SIA MEE TIONG

Plaintiff(s)'s Advocates

Ag. Senior/Assistant Registrar, High Court, Kuching.

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N.B. - This writ is to be served within twelve months from the date thereof or, if renewed, within six months from the date of last renewal, including the day of such date, and not afterwards.

The Defendant or Defendants may appear hereto by entering appearance or appearances either personally or by Advocate at the Registry of the High Court in Borneo at Kuching.

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A Defendant appearing personally may, if he desires, enter his appearance by post, and the appropriate forms may be obtained by sending a Postal Order of \$ 3.00 with an addressed envelope to the Registrar of the High Court in Borneo at Kuching.

If the defendant enters an appearance he must also deliver a defence within fourteen days from the last day of the time limited for appearance, unless such time is extended by the Court or a Judge, otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.

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STATEMENT OF CLAIM

Indorsement:

The Plaintiff's claim is for:

1. A declaration that the action of the Governor in Council purporting to dispense with the

In the High
Court in
Borneo

No. 6

Amended Writ
of Summons
(Civil Suit No.
K.380 of 1976)
dated 13th
December 1976.
(cont'd)

consent of the Plaintiff under the proviso
to section 15(2) of the Sarawak Electricity
Supply Corporation Ordinance was ultra vires
and void.

~~2. --- An order that the Defendant shall forthwith
formally communicate with Sarawak Electricity
Supply Corporation that the dispensation of
the consent in paragraph 1 hereof was ultra
vires and void and to withdraw such ---
dispensation.*~~

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3. A declaration that the act of the Governor in
granting a licence dated the 10th May, 1974 to
Sesco to supply energy and light within the
exclusive area granted to the Plaintiff under
licence dated the 20th January, 1961, was
ultra vires and void.

4. Costs.

A Statement of Claim is attached hereto and
marked "X"

~~Dated this 20th day of September, 1976~~

20

Re-dated this 13th day of December, 1976.

(* Struck out by Order of Court dated the 27th
day of November, 1976)

Reissue on Amendment

Amended this 13th day of December, 1976
pursuant to the Order of the Honourable Mr.
Justice George K.S. Seah dated the 6th day
of December, 1976.

Dated this 13th day of December, 1976.

(Sgd)
.....
Ag. Sr. Asst. Registrar,
High Court, Kuching.

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(Sgd) Ee & Lim
.....
EE & LIM.

Advocates for the Plaintiff

This Writ was issued by Messrs. Ee & Lim,
20 Khoo Hun Yeang Street, Kuching, whose
address for service is 20, Khoo Hun Yeang Street,

Kuching, Sarawak, advocates for the said Plaintiff(s) whose address is at Jalan Abell, Kuching.

In the High Court in Borneo

Indorsement to be made within 3 days after service.

No. 6
Amended Writ of Summons (Civil Suit No. K. 380 of 1976) dated 13th December 1976. (cont'd)

This Writ was served by me at
on the defendant
on the day of 1976
at o'clock a.m./p.m.
Indorsed this day of 1976.

Signed:
Address:

No. 7

Amended Statement of Claim (Civil Suit No. K.380 of 1976) dated 13th December 1976

No. 7
Amended Statement of Claim (Civil Suit No. K.380 of 1976) dated 13th December 1976.

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.380 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

THE GOVERNMENT OF THE STATE
OF SARAWAK,
Sarawak

Defendant

AMENDED STATEMENT OF CLAIM

1. The Plaintiff was at all material times a person authorised by licence granted under the Electricity Ordinance (Cap. 137) to supply energy and light to a designated area in Saratok by the Governor of the State of Sarawak.

In the High
Court in
Borneo

No. 7
Amended
Statement of
Claim (Civil
Suit No. K.380
of 1976) dated
13th December
1976.
(cont'd)

2. The licence granted to the Plaintiff was dated the 20th January, 1961, and in the ordinary course of events would remain in force until the 31st December, 1985, and thereafter for successive terms of 5 years each until determined in accordance with the provisions contained in the licence. The licence is still in force.

3. The licence is by reason of its provisions completely exclusive in nature. It gives to the Plaintiff the absolute discretion to supply based on profitability. 10

4. The licence also sets out a rate of charges lawfully leviable by the Plaintiff. This set of charges was later altered by a Supplementary licence.

5. The Plaintiff will refer at the trial to the licence and the Supplementary licence for their full terms and effect.

Section 15(2) of the Sarawak Electricity Supply Corporation (hereinafter called SESCO) Ordinance prevent SESCO from supplying energy to a consumer in any area for which a licence under the Sarawak Electricity Ordinance has been issued except with the consent of the licensee. The proviso to this section states - 20

"Provided that where the consent of a licensee is required under this subsection and such licensee refuses or withholds such consent, the Corporation may appeal to the Governor in Council and the Governor in Council, if satisfied that the consent of such licensee is unreasonably refused or withheld, may dispense with such consent." 30

6. On the 1st August, 1973, SESCO wrote to the Plaintiff requesting consent to supply energy in the area designated to the Plaintiff under the said licence and on the 8th August, 1973, the Plaintiff replied through his then advocates Messrs. Thomas & Co. refusing consent and giving reasons for such refusal. Following this nothing appeared to have happened. 40

7. Then in November, 1975 the Plaintiff discovered that SESCO had begun supplying energy to consumers within his licensed area. And on 2nd August, 1976, it was established firmly that the Plaintiff's consent under section 15(2) of SESCO Ordinance had been dispensed with.

8. On the 10th May, 1974, the Governor granted a licence to SESCO to supply energy to Saratok and thereby encroached on the exclusive area of supply of energy granted by the Governor to the Plaintiff on the 20th January, 1961.

In the High Court in Borneo

No. 7
Amended
Statement of
Claim (Civil
Suit No. K.380
of 1976) dated
13th December
1976.
(cont'd)

9. The proviso to section 15(2) specifically mentions an appeal to the Governor in Council. It is the contention of the Plaintiff that -

- (1) the Plaintiff had no notice of the appeal to the Governor in Council by SESCO;
- (2) the Governor in Council did not give notice of hearing of the appeal to the Plaintiff;
- (3) the Plaintiff's right to be heard at the appeal was brutally suppressed;
- (4) the Plaintiff's right to hear what SESCO had to say at the appeal was brutally suppressed;
- (5) the Plaintiff had no chance of making a reply at the appeal as he was never made aware of an appeal;
- (6) the Plaintiff has no knowledge at all as to who sat with the Governor to form the Governor in Council in the appeal. Consequently the Plaintiff therefore questions the fairness of the tribunal.

10. In the premises the said action of the Governor in Council dispensing with the consent of the Plaintiff under section 15(2) of the SESCO Ordinance thereby aiding SESCO to deprive the Plaintiff of his rights under the licence was ultra vires and void and contrary to the established principles of natural justice.

And the Plaintiff claims -

1. A declaration that the action of the Governor in Council purporting to dispense with the consent of the Plaintiff under the proviso to section 15(2) of the Sarawak Electricity Supply Corporation Ordinance was ultra vires and void.

~~2. An order that the Defendant shall forthwith formally communicate with Sarawak Electricity Supply Corporation that the dispensation of the consent mentioned in paragraph 1 hereof~~

In the High
Court in
Borneo

~~was-ultra-vires-and-void-and-to-withdraw
such-dispensation, *~~

No. 7
Amended
Statement of
Claim (Civil
Suit No. K.380
of 1976) dated
13th December
1976.
(cont'd)

(* Struck out by Order of Court dated
the 27th day of November, 1976)

3. A declaration that the act of the Governor
in granting a licence dated the 10th May,
1974 to SESCO to supply energy and light
within the exclusive area granted to the
Plaintiff under licence dated the 20th
January, 1961, was ultra vires and void.

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4. Costs.

~~Dated this 20th day of September, 1976.~~

Re-dated this 13th day of December, 1976.

SGD. Ee & Lim
.....

EE & LIM
Advocates for the Plaintiff

To: The abovenamed Defendant,
THE GOVERNMENT OF THE STATE OF SARAWAK,
Sarawak,
c/- State Attorney General Office,
Legal Department, Kuching, Sarawak.

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No. 8
Statement of
Defence (Civil
Suit No. K.380
of 1976) dated
29th January
1977.

No. 8

Statement of Defence (Civil Suit No.
K.380 of 1976) dated 29th January 1977

M A L A Y S I A

IN THE HIGH COURT IN BORNEO
(KUCHING REGISTRY)

CIVIL SUIT NO. K.380 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell, Kuching

Plaintiff

AND

30

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak.

Defendant.

In the High
Court in
Borneo

D E F E N C E

No. 8
Statement of
Defence (Civil
Suit No. K.380
of 1976) dated
29th January
1977.
(cont'd)

1. Paragraphs 1 and 4 of the Statement of Claim delivered (hereinafter referred to as the Statement of Claim) on the 16th day of December, 1976 and amended pursuant to the Order of the Judge in Chambers dated the 6th day of December, 1976 are admitted.

2. The Defendant admits that a licence was issued under the Electricity Ordinance (Cap.137) Sarawak on the 20th January, 1961 as alleged in paragraph 2 of the Statement of Claim but disputes the continuance in force of the said Licence.

3. The Defendant does not admit paragraph 3 of the Statement of Claim and says that the licence is a public licence for a public utility, the supply of energy whereunder is based on reasonable profit and the Defendant further says that the sole and exclusive right to supply energy whereunder have since lapsed.

4. Save the allegations that the Plaintiff gave reasons for his refusal to consent and that subsequently nothing appeared to have happened which are denied, the Defendant admits paragraph 6 of the Statement of Claim and will refer at the trial to the following additional letters for their full terms and effect:-

- (i) a letter from the General Manager, Sarawak Electricity Supply Corporation (SESCO) ref: H12/21 dated 17th March, 1973 addressed to M/s Swan Electrical Works Sdn. Bhd. Kuching, and copied to the Permanent Secretary, Ministry of Communications and Works, Kuching;
- (ii) a letter from the Pem. Setiausaha Tetap, Kementerian Perhubungan dan Kerja Raya, Sarawak, ref: MCW/1081 (107) dated 23rd July, 1973, addressed to Mr. Wong Ah Suan, Swan Electrical Works Sdn. Bhd. Kuching, and copies to the Chief Electrical Inspector and the General Manager, SESCO, Kuching.
- (iii) a reply from Messrs. Thomas & Co. Advocates, Kuching, dated 7th August, 1973, addressed to the Secretary, Ministry of Communications and Works, Kuching;

In the High
Court in
Borneo

No. 8

Statement of
Defence (Civil
Suit No. K.380
of 1976) dated
29th January
1977.
(cont'd)

- (iv) a letter from the Acting Permanent Secretary Ministry of Communications and Works, Kuching, ref: MCW/10H1(111) dated 13th August, 1973, addressed to Messrs. Thomas & Co. Advocates, Kuching;
- (v) a registered letter from the General Manager, SESCO, ref: LFY/POF/H12/21 dated 1st August, 1973, addressed to Mr. Wong Ah Suan, Swan Electrical Works Sdn. Bhd. Kuching, and copied to amongst others, the Permanent Secretary, Ministry of Communications and Works, Kuching, and the Chairman, SESCO; and,
- (vi) a reply from Messrs. Thomas & Co. Advocates, Kuching, dated 8th August, 1973, addressed to the General Manager, SESCO, Kuching.

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5. Save the allegation about encroachment on to the exclusive area of supply of energy granted by the Governor to the Plaintiff on 20th January, 1961 which is denied, the Defendant admits paragraph 8 of the Statement of Claim. The Defendant says that the licence granted to SESCO on 10th May, 1974 was in pursuance of the provisions of section 4 of the Electricity Ordinance (Cap. 137) Sarawak after the dispensation of the Plaintiff's consent by the Governor in Council in accordance with the provisions of Section 15 of the Sarawak Electricity Supply Corporation Ordinance, 1962.

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6. The Defendant disputes the contention of the Plaintiff in paragraph 9 of the Statement of Claim. The Defendant says that "appeal" in the context of the proviso to section 15(2) of that Ordinance means no more than its ordinary sense; it does not involve any hearing by the Governor in Council of a judicial or quasi judicial nature, consequently the principles of natural justice are not applicable and the Governor in Council in this context is in no sense a tribunal.

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7. The Defendant disputes paragraph 10 of the Statement of Claim and repeat paragraph 6 hereof and say that the action of the Governor in Council dispensing with the consent of the Plaintiff under section 15 of the Sarawak Electricity Supply Corporation Ordinance, 1962 is in accordance with law and valid.

8. As to the 1st claim of the Plaintiff, the Defendant will object that dispensation of the Plaintiff's consent is a matter wholly within

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the competence and discretion of the Governor in Council and is not within the competence of the Court.

In the High Court in Borneo

9. As to the 2nd claim of the Plaintiff for a declaration, the Defendant repeats paragraph 6 hereof and will contend that the act of the Governor is intra vires and valid and is not justiciable in a Court of law.

No. 8
Statement of Defence (Civil Suit No. K.380 of 1976) dated 29th January 1977.
(cont'd)

10. Save as hereinbefore expressly admitted, the Defendant denies each and every allegation/contention contained in the Statement of Claim as if the same were herein set out specifically and traversed seriatim.

WHEREFORE the Defendant prays that this suit be dismissed with costs.

DATED at Kuching this 29th day of January, 1977.

(Sgd) Denis Ong Jiew Fook

(Denis Ong Jiew Fook)

Assistant State Attorney-General,
For and on behalf of the Defendant
whose address for service is the
State Attorney-General's Chambers,
Bangunan Tunku Abdul Rahman, 16th
Floor, Petra Jaya, Kuching, Sarawak.

Delivered as dated above to the abovenamed Plaintiff through his Advocates, Messrs. Ee & Lim, 20, Khoo Hun Yeang Street, Kuching, Sarawak.

No. 9

Court Order for Consolidation of Civil Suits No. K.341 of 1976 and No. K.380 of 1976 dated 13th March, 1978.

No. 9
Court Order for Consolidation of Civil Suits No. K.341 of 1976 and No. K.380 of 1976 dated 13th March 1978

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

BETWEEN

In the High
Court in
Borneo

No. 9
Court Order for
Consolidation
of Civil Suits
No. K.341 of
1976 and No.
K.380 of 1976
dated 13th
March 1978.
(cont'd)

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

SARAWAK ELECTRICITY
SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

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CIVIL SUIT NO. K. 380 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak.

Defendant

20

BEFORE THE HONOURABLE MR. JUSTICE GEORGE K.S. SEAH
IN CHAMBERS

O R D E R

UPON READING the Summons in Chambers herein
dated the 9th day of March, 1978 and the
Affidavit of Denis Ong Jiew Fook sworn on the
same date in support thereof and filed herein
AND UPON HEARING Mr. Denis Ong Jiew Fook of
Counsel for the abovenamed Defendant the
Government of the State of Sarawak and Mr.
Matthew Chan Theng Kiang of Counsel for the
abovenamed Defendant the Sarawak Electricity
Supply Corporation and Mr. Lee Chuan Eng of
Counsel for the abovenamed Plaintiff Wong Ah
Suan IT IS ORDERED that action No. K.380 of 1976
be consolidated with action No. K.341 of 1976
and that the Order of Court dated the 22nd day
of August, 1977 already made in action No. K.341
of 1976 do apply to the consolidated action AND
IT IS FURTHER ORDERED that costs of and occasioned
by this application be costs in the cause to be
taxed.

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GIVEN under my hand and the Seal of the
Court this 13th day of March, 1978.

(L.S.)

Sgd: (TAY CHO JOY)

Ag. Senior Assistant Registrar,
High Court,
Kuching.

In the High
Court in
Borneo

No. 9
Court Order for
Consolidation
of Civil Suits
No. K.341 of
1976 and No.
K.380 of 1976
dated 13th
March 1978.
(cont'd)

No. 10

Judge's Notes: Plaintiff's Evidence:
Wong Ah Suan (P.W.L.) 9th May, 1978.

No. 10
Judge's Notes:
Plaintiff's
Evidence:
Wong Ah Suan
(P.W.L.) 9th
May, 1978

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

WONG AH SUAN

Plaintiff

versus

SARAWAK ELECTRICITY SUPPLY
CORPORATION

Defendant

(A declaration that the defendant is precluded
by terms of sec. 4 of Electricity Ordinance etc.)

Consolidated with

CIVIL SUIT NO. K.380 OF 1976

WONG AH SUAN

Plaintiff

versus

THE GOVERNMENT OF THE
STATE OF SARAWAK

Defendant

(A declaration that the action of the Governor in
Council purporting to dispense with the consent
of the plaintiff was ultra vires and void etc.)

FOR PLAINTIFF

: Mr. C.E. Lee

In the High
Court in
Borneo

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Plaintiff's

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(cont'd)

FOR SESCO.

: Mr. M. Chan

FOR GOVT. OF SARAWAK : A.A.G. Mr. Denis Ong

Lee

Apply to amend Statement of Claim in
No. K.380/76 and indorsement of Writ.

Prayer 3 - damages and new prayer 4 - costs.

Add the following words after paragraph 9
"and the plaintiff has as a consequence suffered
damages".

Rely on supporting affidavit filed herein.

10

Refer to Mallal Supreme Court Practice at
p.342.

See Yong Joo Chuan v. Tan Pek Chiang (1978)
1 MLJ 173.

AAG

Bona fide refers to whether the applicant
is bona fide and not whether the application is
bona fide. Writ was issued on 24/9/76 and
Statement of Claim was dated 20/9/76. Indorsement
of Writ and Statement of Claim was amended on
13/12/76.

20

On 13/3/78 I made application to
consolidate the 2 actions. C.E. Lee was present.

In C.S. No. K.341/78 the plaintiff has claimed
damages against SESCO.

Submit the applicant is not bona fide.

Submit the amendment would prejudice the
defendant and that it could not be compensated
by costs.

C.S. No. K.380/76 is a declaratory
proceedings. If amendment is allowed it would
turn it into a different suit vis. an action for
damages.

30

Damages not open to the plaintiff under
licence or under common law.

Refer to clause 17 of the licence.

See Protection of Public Authority
Ordinance 1948 - time barred. See section 2(a).

I only received the summons on 6/5/78.

Lee

On 13/3/78 I have not been given full charge of the proceedings. I was asked to appear to agree to the application.

We have written to the government inquiring whether they are prepared to refer the dispute to arbitration on 27/7/76 but there was no reply. We sent a letter on 10/8/76. Licence was granted to SESCO on 10/5/74. Plaintiff had no knowledge of this till SESCO commenced operation. SESCO supplied power in November 1975.

Court

The application if allowed, would turn suit of one character (declaratory judgment) to suit of another character (damages as well). In the exercise of my discretion, I would refuse the application because of prejudice.

(Sgd) George Seah, J.
9/5/78

Resumption of hearing
Parties as before

Court

By consent it is agreed that the question of damages in C.S. No. K.341/76 be postponed until after the main issue of the case as well as C.S. No. K.380/76 have been decided.

Court

By consent Mr. Chan will cross-examine the plaintiff first followed by AAG Mr. Denis Ong.

P.W.L. Wong Ah Suan - Affirmed/states in Hokien.

Wong Ah Suan
Examination

EXD

66 years - businessman - residing at
Bamphylde Road (No. 11-F), Kuching.

I was and still am an electrical contractor. On 20/1/1961 I was granted a Licence under the Electricity Ordinance (Cap. 137) by the Governor of Sarawak. This licence allows me to supply electricity and energy to an area in Saratok.

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There is a map attached to the Licence. This
is the Licence. The licensed areas are
delineated in red in the map attached thereto.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Pl - Licence
Ex. Pl(a) - Map.

10

P.W.L - EXD

The Licence was for a period of 25 years
which would expire in 1985. Under clause 9 there
was provision for renewal for another period of
five years.

At present, I am still supplying
electricity and energy to certain areas in
Saratok only. Electricity and energy in respect
of the other areas are supplied by SESCO.

In 1961 I supplied electricity and energy
to the areas delineated in red in the map.

20

Ex. Pl was an exclusive licence. Nobody
including SESCO could supply electricity and
energy in the areas covered by the Licence.

Immediately after I got the Licence, I
went to purchase engines etc. I supplied
electricity and energy to shophouses, government
offices and quarters, schools, councils, private
houses, street lightings.

Whenever a private individual residing in
the designated area applied for electricity and
energy, I would supply.

30

Rates and charges are specified in the
Licence (see clauses 7 and 8). The Licence
allows to make profits from the supply of
electricity and energy.

For the first six or seven years, I did
not receive any complaint from the consumers.
There was no complaint from the government.

Later, the consumers complained to me about fluctuation in the voltage when the air conditioners were being switched on due to voltage fluctuations. If a big engine is used there will be more power and there will be less fluctuations. The complaints happened when I was using 16 and 22 Kilo watts. Later I switched to 50 kilo watts.

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When I installed a bigger generator, I caused an announcement to be made. The hours were increased from 12 to 24 hours. I think it was installed in 1970. The circular was given to each and every consumer. Hand in circular.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P2.

P.W.1 - EXD

Second paragraph of Ex. P2 advises the consumers how to minimize the voltage fluctuations. This announcement was made after the complaints by the consumers.

After the installation of bigger generator there were still complaints from the consumers.

There was one woodworking factory in Saratok operating three engines. One of them was a big one. This big engine was switched on and off frequently thereby causing fluctuation of the voltage. I informed the owner that I would stop supplying electricity to the factory and the owner agreed because the frequent switching on and off of the big engine disturbed the other consumers due to voltage fluctuations.

After this incident there were no complaints from the consumers.

In 1973 I received a letter from the shop-owners of Saratok. It was dated 23/1/73. The letter was copied to:-

(a) Deputy Chief Minister and Minister for Communications and Works;

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- (b) State Secretary, Sarawak;
- (c) General Manager of SESCO;
- (d) Resident, 2nd Division, Sarawak;
- (e) District Officer, Saratok; and
- (f) Secretary of Kalaka District Council.

On 19/2/73 I received another letter from shopowners in Saratok. These two letters complained that the rates charged by me were high. Hand in.

Chan

10

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P3 and Ex. P4.

P.W.1- EXD

I replied to these 2 letters on 20/2/73.
Hand in copy of letter.

Chan.

No objection.

20

AAG

No objection.

Court

Admit and mark as Ex. P5.

P.W.1- EXD

The rates set out in page 2 of Ex. P5 were the rates specified in the Supplementary Licence granted on 19/10/71. Hand in.

Chan

No objection.

30

AAG

No objection.

Court

Admit and mark as Ex. P.6.

P.W.1 - EXD

I did not apply to the Governor for new rates. Ex. P6 was given to me by the Governor.

When I received Ex. P6 I did cause an announcement to be made on 2/1/72. Hand in the announcement.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P7.

P.W.1 - EXD

There was a fire in Saratok town in 1970 in which a few shops were burnt down to the ground.

The allegations in paragraph 2 of Ex. P3 are not true.

The old Saratok bazaar was shifted to a new site about one hundred yards away.

The new shops were built by Borneo Development Co. Bhd.

I have been requested by BDC to estimate the cost of extending overhead line to the new shops, five-foot way wiring and services connection to 61 shops. I estimated the costs to be in the region of \$22,400/-. This was in September 1972.

The Limited company is M. Swan Electrical Work Sdn. Bhd. M. Swan Electricity Supply of Saratok.

I received a letter from the Ministry of Communications and Works regarding the quotation. It was dated 12/12/72. Following this letter I saw a gentleman in the Ministry. Hand in.

Chan

No objection.

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AAG

No objection.

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Admit and mark as Ex. P8.

P.W.1 - EXD

The gentleman complained that the quotation was high. I suggested to him to get another person to give his estimate. After I left nothing happened.

On 31/10/72 I received a letter from the Chief Electrical Inspector, PWD, Sarawak requesting me to submit a map showing clearly my proposed extension of the overhead lines for his approval. I did submit a map and an estimate but when I asked the Chief Electrical Inspector for subsidy he refused to give it.

10

The \$22,390/- quotation included the overhead lines.

The Chief Electrical Inspector requested me to extend the overhead lines to the kampung.

20

The BDC estimate of overhead line was to the new shophouses area and excluding the kampung.

The estimate of \$22,390 was to be divided by the 61 shopowners. This works to less than \$400 per shopowner. In my opinion, \$400 to cover the cost of overhead line, 5-foot wiring and services connection per shop is very cheap. Hand in copy of estimate to BDC.

Chan

No objection.

30

AAG

No objection.

Court

Admit and mark as Ex. P9.

P.W.1 - EXD

The shopowners did not complain that I failed to supply electricity and energy for 24 hours or that the supply was unreliable or unsatisfactory.

On 12/9/70 I received a letter from the Chief Electrical Inspector of PWD, Sarawak complaining the installing of lighting point and connection fee. I replied on 18/9/70 giving my reasons for increasing the connection fees. Hand in both letters.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P10(a) and (b).

P.W.1 - EXD

I received no reply from the Chief Electrical Officer, Sarawak.

On 2/5/72 I received a letter from the C.E.O. inquiring whether I would be prepared to surrender my licence voluntarily before its expiration. I replied on 24/5/72 saying that I would be willing to do so on payment of the sum of \$400,00/-. There was a reply on 19/6/72 saying that the Government does not propose to take over the electrical installations in Saratok at present. Hand in the 3 letters.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P11(a), (b) and (c).

P.W.1

On 23/7/73 I received a letter from the Ministry of Communications and Works setting forth new tariff rates which are much lower than the rates set out in the Supplementary Licence. On receipt of this letter, I instructed Thomas & Co. Advocates, Kuching to reply on 7/8/73. I said that I was not prepared to accept the new tariff rates for the reason set out in para 2 of

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the letter. The Ministry replied on 13/8/73.
I did not reply to this letter. Hand in the 3
letters.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P.12(a), (b) and (c).

P.W.1 - EXD

10

I did not introduce the new tariff rates
suggested by the Ministry of Communications and
Works.

Prices of things were increasing, hence I
could not accede to the request to reduce the
rates.

The Supplementary Licence enables me to
charge higher tariff rates even though I did not
ask for them. I don't know the reason why the
Supplementary Licence was granted to me.

20

When I got the Supplementary Licence the
running costs were slightly more than when I was
given the licence in 1961.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah, J.
9.5.78

Resumption of hearing

Parties as before

Time: 2.15 p.m.

30

P.W.1. in the witness-box on former affirmation

Continuation of EXD

I remember receiving a letter dated 13/5/71
signed by Councillor Hj. Sapawi bin Hj. Adenan
on behalf of 30 kampung residents applying for
electricity to be extended to their houses. On
21/5/71 I did receive a letter from the Chief
Electrical Inspector, Sarawak.

I replied to the C.E.I. on 26/5/71 and to the Councillor Sapawi on 23/12/71. I did not extend to the kampung because I asked for subsidy of overhead lines but it was refused. Hand in four letters.

Chan

No objection.

AAG

My copy of the letter was dated 13/3/71. Except for this I have no objection.

Court

Admit and mark as Ex. P.13(a), (b), (c), (d).

P.W.1 - EXD

Following the granting of the licence when I started work on overhead line, I was given subsidy by the government. The subsidy was based on rough estimate. I did apply for subsidy by letter and the record was destroyed during the Saratok fire. The subsidy was paid by PWD.

If the PWD did not pay the subsidy the consumer would pay the cost of the overhead lines. The cost of overhead line be more than internal installation.

Following receipt of Ex. P13 I did survey the kampung. The kampung area is outside the designated area marked in the map annexed to the Licence.

I did not carry out the extension because it was too expensive. The consumers in the kampung had no money to pay the costs. Even internal wiring the consumers asked to be allowed to pay by instalments.

On 1/8/73 I received a letter from SESCO requesting me to supply electricity to Saratok new bazaar, Kpg. Melayu Illir and Ulu and other outskirts of Saratok bazaar. I replied on 8/8/73 through Thomas & Co. refusing to give consent. In my letter, I said I was able and willing to supply the requisite energy upon reasonable terms and within reasonable time.

On 8/9/73 SESCO replied that the Corporation had considered the matter and the applicants have

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been informed regarding the rate, terms and conditions upon which SESCO would supply the energy. SESCO did supply and on 3/11/75 I sent a letter protesting this to SESCO through Thomas & Co. Hand in 4 letters.

Chan

No objection.

AAG

No objection.

Court

10

Admit and mark as Ex. P14(a), (b), (c) and (d).

P.W.1 - EXD

When I refused to give my consent in 1973 through Thomas & Co. nothing happened. I was not called up to appear before anybody or tribunal.

In 1975 I discovered SESCO had begun supplying electricity to consumers in my licensed area. In 1975 both SESCO and I were supplying to different consumers residing within the licensed area.

20

The SESCO overhead lines are higher than mine. SESCO use their own posts. I have my own consumers and SESCO its own consumers.

SESCO rates are lower than mine. My rates were based on the rates set out in the Supplementary licence. SESCO rates were slightly lower than the rates proposed by the Ministry of Communications and Works on 23/7/73.

30

Despite Thomas' letter dated 3/11/75 SESCO continued to supply electricity to consumers residing in the licensed area.

After 3/11/75 I instructed Ee, Lim & Leong to act for me. I instructed my lawyers to write to the Government of Sarawak complaining about SESCO supplying electricity to consumers covered by my licence. This was on 14/7/76.

A reply was received from the Ministry of Communications and Works on 19/7/76. On 27/7/76 my lawyers replied requesting the difference be referred to arbitration.

40

On 2/8/76 my lawyers received a reply saying that the Governor-in-Council had dispensed with my consent. My lawyers replied on 11/8/76 indicating that they shall be taking appropriate action in due course.

On the same day my lawyers proposed Mr. Patrick Tan as an arbitrator in a letter to the Sarawak Government.

On 4/9/76 the State Secretary replied that the proposal is receiving attention.

As far as this correspondence is concerned, the matter ends there. Hand in 7 letters.

Chan

No objection.

AAG

No objection.

Court

Admit and mark as Ex. P15(a), (b), (c), (d), (e), (f) and (g).

P.W.1 - EXD

On 21/7/76 my lawyers wrote to SESCo requesting them to cease supplying energy to my licensed area. SESCo replied through its lawyers, Chan, Jugah & Wan Ullök dated 29/7/76. Hand in.

Chan

No objection.

Court

Admit and mark as Ex. P16(a) and (b).

P.W.1 - EXD

On 24/8/76 I instructed my lawyers to take out a writ against SESCO vide C.S. No. K.341/76.

On 24/9/76 I instructed my lawyers to issue a writ against the Sarawak Government vide C.S. No. K.380/76.

On 14/5/73 I wrote a letter to the Secretary of Kalaka District Council to mark the street lighting points to be erected.

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I received a reply on 16/5/73 saying that my request could not be entertained.

On 19/11/73 I instructed Thomas & Co. to write to the Secretary about the same matter. The Secretary replied on 14/12/73 saying that the Council was short of funds. Hence street lighting in the new bazaar was not implemented. There was street lighting in the old bazaar. Hand in.

Chan

No objection.

10

AAG

No objection.

Court

Admit and mark as Ex. P17(a), (b), (c) and (d).

P.W.1 - EXD

I did not receive any letter from SESCO informing me that it would be appealing to the Governor-in-Council for the dispensation of my consent.

20

I was not asked by the Governor-in-Council or the Sarawak Government to attend the inquiry before the Governor-in-Council under section 15(2) of SESCO Ordinance.

On 2/8/76 I was officially informed by the Ministry of Communications and Works that my consent had been dispensed with by the Governor-in-Council (see Ex. P15(d)).

At present I still supply energy to my old customers. My generator is still operating at a loss.

30

My Licence has not been terminated.

There is a cinema in Saratok. I used to supply energy to this cinema but not now. The cinema is sited next to the power plant. The cinema asked us to cease supplying energy soon after SESCO started to supply energy to consumers in the licensed area. This was in 1976. I received a letter from the cinema people. Hand in.

40

Chan

No objection.

Court

Admit and mark as Ex. P18.

P.W.1 - EXD

Sarawak Transport is sited just in front of my power station. On 30/5/76 I received a letter informing me to stop supplying energy to them. Hand in letter.

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10

Chan.

No objection.

Court

Admit and mark as Ex. P19.

Court

Court is adjourned to 10/5/78 at 9 a.m.

(Sgd) George Seah, J.
9.5.78

Wednesday 10th May 1978

Resumption of hearing

Parties as before

Time: 9.00 a.m.

20

P.W.1 in the witness-box on former affirmation

XXD by Chan

Swan Electrical Work Sdn. Bhd. has nothing to do with the supply of energy to Saratok.

Cross-
Examination

M. Swan Electricity Supply provides the energy to the Saratok district. I am the sole proprietor of this firm.

30

This Saratok operation was and is my own business venture. I am a shareholder and director of Swan Electrical Work Sdn. Bhd. The other shareholders are members of my family.

I am normally resident in Kuching.

The Saratok operation is under the charge of a manager.

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When I was granted a licence in 1961 I was resident in Kuching but I used to go to Saratok from time to time. I seldom go to Saratok now. Whenever there is a problem, the manager will come to Kuching to see me. In 1973/1975 the manager would come to Kuching to see me. Sometimes he would telephone me. The same applied in 1976.

I cannot remember the last time I went to Saratok. I think it was before 1973.

10

At present, my firm and SESCO are supplying energy in Saratok together. My firm is supplying energy to government quarters in Saratok. My firm also supplies energy in government offices or departments.

I did not apply for subsidy in respect of extension of overhead lines to the new Saratok bazaar.

The kampung people asked me to extend the supply of energy to their homes (see Ex. P13(a) dated 13/5/71). I did not extend the supply because I could not obtain subsidy from the government. Under the licence, I am not entitled to subsidy but the government did give me subsidy on the first occasion when I started the supply of energy in 1961. That is to say when I started constructing the overhead lines.

20

I only asked for subsidy for overhead lines. I think I did make the request in writing for subsidy for extending the overhead lines to the kampung. I am certain I did write for subsidy in respect of the kampung's proposed overhead lines. I had mislaid the copy of the letter. I sent the request to Chief Electrical Inspector. There was no reply and I assume he refused my request for subsidy. I did not send any reminder nor did I telephone him.

30

The kampung is not in designated area delineated in the map annexed to the licence. The new Saratok bazaar is within the designated area.

40

I did not supply energy to the new Saratok bazaar.

I put up my quotation to BDC who did not accept it.

Leong Chee Seng, engineer of BDC, informed me that BDC would not pay for the 3 items quoted

(Ex. P9) and that he would negotiate with the shopowners.

In the High Court in Borneo

After I got Ex. P8 I went to see the Ministry people. The Ministry people said that the quotation was excessive and I suggested a third party to make an assessment. Nothing happened.

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(cont'd)

Since nobody agreed to pay the 3 items contained in my quotation, hence I did not supply energy to the new Saratok bazaar.

Since 1975 SESCO had supplied energy to the new Saratok bazaar.

P: Put under the licence you are responsible for installing the overhead line?

A: Agree subject to certain qualifications.

XXD

I want to know why SESCO charge the consumers for the cost in installing the overhead lines. Since SESCO charge the consumers, I also follow suit.

I agree under the licence, I should be responsible for 5-foot way wiring but since SESCO is charging the consumers for this type of services, I also follow suit.

The licence is silent with regard to services connection. I think I am not liable for this. This cost should be borne by the consumers.

P: Put under section 27 of the Electricity Ordinance (Cap. 137) the licence is responsible for the cost of the services connection if the supply line is within 60 feet from the main line?

A: I agree.

XXD

The new Saratok bazaar is within 60 feet of the main line or overhead line.

I am responsible for item No. 3 of the quotation.

I agree the quotations had nothing to do with the consumers/BDC.

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Cross-

Examination

(cont'd)

When I saw the Ministry people at their request, I did not ask for subsidy for overhead line. They merely asked me why the quotations were so high.

I did not discuss with the consumers personally about the quotations. The Ministry people said the quotations were on the high side. I suggested a third party to give an estimate but it was not taken up. The thing just died down.

Nobody asked me to supply energy to the new Saratok bazaar either officially or unofficially.

10

I maintain the kampung's requests were outside the designated area of the licence. I discovered the applicants were residing outside the licensed area.

If the applicants were residing outside the licensed area and if subsidy for overhead lines were approved, I would supply energy to the people.

I went to Saratok to carry out the survey after I got Ex. P13. I had never put down in writing that the kampungs were outside the licensed area.

20

The tariff rates set out in the licence were the maximum. I never charge more than the rates stated or allowed by the licence.

It was mentioned in Ex. P12 that the proposed rates put forward by the Ministry of Communications and Works would apply to all non-Sesco public electricity supplies. I did give a reply to this letter.

30

Despite the change to a bigger generator, the fluctuation of voltage still continued. I asked the owner of wood-working machine to cease operating and he did so voluntarily. Eventually I terminated the supply of energy to the wood-working factory (see Ex. P5). The owner agreed to the termination of the supply of energy. The manager discussed with the owner. Before this, I warned the owner of the wood-working factory.

40

Over the years I had a lot of problems with the consumers in Saratok. I did not adopt a 'Take it or leave it' attitude.

Based on tariff rates contained in the Licence and the Supplementary licence, I do not make money as revealed in the account books.

10 As from 1/3/73 the old Saratok bazaar ceased to make use of my electricity supply (Ex.P3)(Ex.P4). They asked me to disconnect. I do not know whether private generators were used by these consumers. When SESCO came into Saratok in November 1975 these consumers obtained their energy from SESCO. They boycotted me for more than 2 years. It must be for certain reasons not known to me for their adopting such drastic action.

Court

Court is adjourned.

(Sgd) George Seah, J.
10.5.78

Resumption of hearing

Parties as before

P.W.1. in the witness box on former affirmation

Continuation of XXD by Chan

20 Witness examines Ex. P.10(a) and (b) and says that he was charging \$45 for installing a lighting point.

Before SESCO moved into Saratok in November 1975 I had no idea that SESCO received a number of requests from the people of Saratok.

When SESCO applied to the Governor-in-Council for the dispensation of consent I was not informed by SESCO.

30 When SESCO wrote to me asking for my consent, section 15 of SESCO Ordinance was mentioned (see Ex. P14(a)). I asked my lawyers to reply to the letter refusing to give my consent. In my reply, there was no mention that I wish to be heard on appeal to the Governor-in-Council by SESCO.

XXD by AAG

40 Witness examines Ex. P1 and says it is a public licence. Under the licence I was given exclusive right to provide an essential service to the public. Nobody can supply electricity within the licensed area apart from myself. If anybody wishes to supply electricity within the designated area, he must obtain my consent.

I received Ex. P3 and I know the contents. I understand the contents were serious. I know

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(cont'd)

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Cross-
Examination
(cont'd)

that as from 1/3/73 these consumers would cease making use of the electricity supplied by me.

I also received Ex. P4 and I know the seriousness of the situation. In fact that was a boycott.

I did ask my manager to find out and my manager told me that since the consumers would be moving into the new Saratok bazaar they would cease making use of the electricity supplied by my generator.

10

After receipt of Ex. P3 and P4 I did not go to Saratok personally. Even if I went there it would be futile since they refused to make use of my electricity. The shopowners wanted me to be responsible for the 3 items mentioned in the quotations.

Despite Ex. P3 and P4 some of the shopowners still made use of my electricity after 1/3/73 until they moved to the new Saratok bazaar.

I did not force them to come back to me because I was given an exclusive licence to supply electricity in the designated area in Saratok.

20

There are a lot of consumers who failed to settle their bills for one or two months hence paragraph 3 of Ex. P5 at p.3.

I met Lye Fah Yew once only. I could not remember the date. Lye asked me to go to see him. Lye asked me how many consumers I had in Saratok. Lye said that Saratok is a small place. I told him that if SESCO were to supply energy to the people in Saratok the tariff rates would be very much cheaper if compared with the rates charged by me. On that occasion, Lye did not tell me that SESCO would supply energy to Saratok bazaar. The meeting took place in Electra House. Only the two of us were present. I think it was before the boycott.

30

Lye did not mention a letter dated 17/3/73. We discussed only these matters.

I did receive Ex. P14(a) dated 1/8/73. This was after the boycott.

40

Most of the shopowners were without electricity.

I maintained my exclusive right and no-one could come in without my consent.

I did not go to Saratok to settle the dispute. I made no attempt to settle the dispute during the 5 months.

In the High Court in Borneo

Both the consumers and I suffered. I suffered losses.

No. 10
Judge's Notes:
Plaintiff's
Evidence
Wong Ah Suan
(P.W.l.) 10th
May, 1978
Cross-
Examination
(cont'd)

When SESCO applied for consent it was reasonable for me not to give.

10

If I do business in a shop and if somebody wants to step in, how could I do business there. In short, the cake is too small for 2 persons to share. I am doing it purely from the business point of view.

P: What do you hope to achieve by refusing your consent?

A: If SESCO moved in our consumers would be taken over by SESCO.

XXD by AAG

20

If I refused my consent I hope the consumers would return to me. I have no sympathy for my consumers. My sole motive was to make profits otherwise I would not carry on the licence.

I refused to give consent to SESCO. I hope the situation would improve and the consumers would resume using my electricity. I agree that I did not try to resolve the dispute personally.

30

Unless I agreed to be responsible for the 3 items in the quotations, the dispute could not be settled.

My lawyers did explain to me paragraph 3 of Ex. P14(a).

I was able and willing to supply energy to the consumers in the designated area in Saratok.

It does not mean that because the consumers started a boycott SESCO could move in.

By reasonable terms, I mean the consumers should pay for costs of overhead lines, internal wiring and things connected in the house.

40

Under the licence it is the right of the consumers to put up internal wirings and to pay for them themselves.

In the High
Court in
Borneo

No. 10
Judge's Notes:
Plaintiff's
Evidence
Wong Ah Suan
(P.W.1.) 10th
May, 1978
Cross-
Examination
(cont'd)

Under the licence it is my responsibility
to pay for overhead lines (see clause 3).

Reasonable time means the consumers must
give reasonable time to me to carry out my work.

I was not informed of the reasonable terms
which SESCO would move into Saratok.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah, J.
10.5.78

10

Resumption of hearing

Parties as before

Time: 2.15 p.m.

P.W.1 in the witness-box on former affirmation

Continuation of XXD by AAG

The rates in p.2 of Ex P5 and P6 were almost
the same. I did not apply for new rates and Ex.
P6 was sent to me by the Governor. I did not know
the reasons why Ex. P6 was sent to me. I am sure
of it. No mistake.

20

On 26/6/70 I sent a letter to Chief
Electrical Inspector applying to revise the tariff
rates. Hand in. I signed the letter.

Lee

No objection.

Chan.

No objection

Court

Admit and mark as Ex. D.1.

XXD by AAG

30

I now agree that the new tariff in Ex. P6
was as a result of my application vide Ex. D1.

The complaints of overcharging contained
in para 2 of Ex. P3 were not true. They were
telling lies. I don't know why they told lies.
I do not know these consumers. I had not met them
and they had not met me. I knew some of them but
we did not discuss about business.

I know Goh Seng Joo personally. I had been to his shop when I started the business there. He did not bring me around.

These people were making false accusations against me.

I agree para 3 of Ex. P3 complained that the energy supply was unreliable and unsatisfactory.

10 I agree under the Licence it is my duty to maintain a constant voltage. I do not agree fluctuations of the voltage happened often. The circular was issued before the woodworking factory switched on and off the machinery frequently thereby causing fluctuation of voltage (see P2 of Ex. P5). Even fluctuation of voltage happens in Kuching.

I agree with the allegation of fluctuations of voltage. If the electrical appliances were spoiled they should submit their claims to me.

20 On 2/5/72 I received a letter from the Chief Electrical Inspector inquiring whether or not I would agree to surrender my licence before the expiry date (see Ex. P11(a)). I agreed subject to payment of a fee of \$400,000/- (see Ex. P11(b)). There was no meeting between us.

30 When Lye Fah Yew sent me out of his office he asked me whether I did ask for \$400,000 for surrendering the Licence before the expiry date. The \$400,000 amounted to the total value of my assets. I did not ask anybody for a valuation. It was my own valuation.

I did not adopt a take it or leave it attitude. The \$400,000 was a figure for negotiation. Nobody was negotiating with me.

40 When I started business in Saratok in 1961 government gave me a subsidy. That was the last and only subsidy. I did not apply in writing. I cannot remember well. I did apply for subsidy on 31/8/61. The letter was addressed to Director of P.W.D. Hand in.

Lee

No objection.

Chan

No objection.

In the High Court in Borneo

No. 10
Judge's Notes:
Plaintiff's
Evidence
Wong Ah Suan
(P.W.L.) 10th
May, 1978
Cross-
Examination
(cont'd)

In the High
Court in
Borneo

Court

Admit and mark as Ex. D2.

No. 10
Judge's Notes:
Plaintiff's
Evidence
Wong Ah Suan
(P.W.L.) 10th
May, 1978
Cross-
Examination
(cont'd)

XXD by AAG

My files and account books were burnt in the Saratok fire. I got about \$6000, I think.

The subsidy was given because I supplied energy to government offices and quarters. If government did not ask me to supply to these places, the government might not give me any capital contribution.

10

Sesco did not inform me of its appeal to the Governor-in-Council. The Sarawak Government did not ask me to attend the appeal to the Governor-in-Council.

I was not asked to attend any enquiry conducted by the Governor-in-Council. I do not know whether there was an inquiry or not.

Re-
Examination

RXD

In my experience Sesco passes the costs of putting up the overhead lines in Kuching to the consumers.

20

I was following the practice of Sesco in Sarawak in charging overhead lines to the consumers.

My duty is to put up the overhead lines and charge the cost to the consumers.

When a 4 horse power machine is switched on, the voltage drops. When the machine is turned off, the voltage rises. The engine driver has to adjust the voltage accordingly. These cause fluctuation of voltage.

30

In Kuching Sesco only allows single-phase 2 horse power. 3-phase 10 h.p.

Our Saratok generator is a small one whereas the one in Kuching is a big one. Our supply consists of 3-phase and neutral. If a single-phase machine is used, the generator cannot stand the load. In single-phase, only half horse power should be used.

The woodworking factory was using a 3-phase 4 h.p. motor. It used a direct-on-line starter. Such type of starter did affect the voltage.

40

When the motor is started it utilised 3 times its full-load current. So the load was higher. This caused fluctuations of the current.

If the Chief Electrical Inspector were to negotiate I might reduce the sum of \$400,000/-. It all depends how much less.

I was prepared to negotiate with C.E.I. Even now, I'm prepared to negotiate.

10 After receiving Ex. P11(a) I went to see Lye Fah Yew. The C.E.I. replied that the Government did not propose to take over the electrical installations in Saratok at present. I cannot remember whether it was before or after I received Ex. P11(c) when I saw Lye Fah Yew.

I told Lye that I had about 100 consumers and he replied that the area was small. Lye did not inform me that SESCO was interested in taking my business over.

20 When I received Ex. P3 some of the consumers continued to make use of my electricity after 1/3/73 until they moved over to the new Saratok bazaar (see Ex. P18 and P19).

When the shopowners moved to the new Saratok bazaar, I continued to supply energy to my old customers. I still do so even now.

30 On receipt of Ex. P3 I asked my manager to try to settle the dispute because he knew the consumers better. The manager did report to me of the result. I instructed the manager to request the consumers to pay the 3 items in the quotations but they refused to pay. If they agreed to pay I would supply energy to them.

I disconnected the supply after I had received the requests.

XXD Court

I did apply to operate an electricity supply in Saratok District.

40 According to the Licence I am responsible for the 3 items of the quotations. The Licence is silent as to who should bear the costs of these 3 items.

I don't know why BDC requested me for the quotations of these 3 items.

In the High Court in Borneo

No. 10

Judge's Notes:
Plaintiff's Evidence

Wong Ah Suan
(P.W.1) 10th

May, 1978

Re-Examination
(cont'd)

In the High
Court in
Borneo

No. 10

Judge's Notes:
Plaintiff's
Evidence

Wong Ah Suan

(P.W.1) 10th

May, 1978

Re-Examination

(cont'd)

When SESCO moved in in November 1975 I
don't know who was responsible for paying these
3 items. In 1961 I carried out these
installations but the consumers paid for them.

I did not extend the supply to the kampung
because of (a) heavy overhead lines costs and
(b) few customers. I asked for subsidy from the
government but it refused. The kampung people
had no money to pay. Even internal wiring which
cost less than \$100 they asked to pay by
instalments.

10

Lee

This is my case insofar as the main issues
are concerned. The other witnesses will give
testimony on damages only.

Court

Court is adjourned to 11/5/78 at 9 a.m.

(Sgd) George Seah, J.
10/5/78.

No. 11

Judge's Notes:

Defendants'

Evidence:

Lye Fah Yew

(D.W.1.) - 11th

and 12th May

1978.

Examination

No. 11

20

Judge's Notes: Defendants' Evidence :
Lye Fah Yew (D.W.1.) - 11th and 12th
May, 1978

Thursday 11th May 1978

Resumption of hearing

Parties as before

Time: 9.00 a.m.

D.W.1 Lye Fah Yew - Sworn/states in English

EXD

52 years - Malaysian - 20, Jalan 20-9,
Petaling Jaya, Kuala Lumpur.

30

I was General Manager of SESCO from
August 1971 to September 1975.

AAG

I subpoena this witness. Since Chan is
calling him, he is deemed SESCO's witness with
my consent.

Chan

Confirm.

Court

Noted.

D.W.1 - EXD

I was seconded from National Electricity Board, Malaysia. I'm now General Manager of Federal Powers and Telecoms Sdn. Bhd., Shah Alam, Selangor. I am an electrical engineer by training.

During my stay in Sarawak I had personal knowledge of electricity supply to Saratok. In November 1975 SESCO supplied electricity to Saratok.

SESCO received a copy of a letter addressed to Deputy C.M. dated 30/12/72 regarding the supply of electricity in Saratok. The letter was from the people in Saratok. Hand in.

Lee

No objection save that the letter was not stated to be c.c. to SESCO.

AAG

No objection.

Court

Admit and mark as Ex. Z1.

D.W.1 - EXD

The next letter was dated 2/3/73. Hand in.

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z2.

D.W.1 - EXD

The third letter received by me was dated 5/3/73. Hand in.

Lee

No objection.

In the High Court in Borneo

No. 11
Judge's Notes:
Defendants' Evidence:
Lye Fah Yew (D.W.1.) - 11th and 12th May 1978.
Examination (cont'd)

In the High
Court in
Borneo

AAG

No objection.

No. 11

Court

Judge's Notes:
Defendants'

Admit and mark as Ex. Z3.

Evidence:

D.W.1 - EXD

Lye Fah Yew
(D.W.1.) - 11th
and 12th May
1978.

The fourth letter received was dated
14/3/73. Hand in.

Examination
(cont'd)

Lee

No objection.

AAG

No objection.

10

Court

Admit and mark as Ex. Z4.

D.W.1 - EXD

The fifth letter received was dated 5/5/73.
Hand in.

Lee

No objection.

AAG

No objection.

20

Court

Admit and mark as Ex. Z5.

D.W.1 - EXD

The sixth letter received was dated 16/8/73.
Hand in.

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z.6.

30

D.W.1 - EXD

The seventh letter received was dated
16/10/73.

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z7.

D.W.1 - EXD

The eighth letter received was dated
1/12/73. Hand in.

In the High
Court in
Borneo

No. 11
Judge's Notes:
Defendants'
Evidence:
Lye Fah Yew
(D.W.1.) - 11th
and 12th May
1978.
Examination
(cont'd)

10

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z8.

D.W.1 - EXD

The ninth letter received was dated 8/7/74.
Hand in.

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z9.

D.W.1 - EXD

The tenth letter received was dated 22/9/74.
Hand in.

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z.10.

20

30

In the High
Court in
Borneo

D.W.1 - EXD

This letter was addressed to Sesco Branch
Manager Sarikei.

No. 11

Judge's Notes:
Defendants'

The substance of all these letters was a
request to Sesco to supply electricity to Saratok.

Evidence:

Lye Fah Yew
(D.W.1.) - 11th
and 12th May
1978.

On 17/3/73 I sent a letter to Swan Electrical
Works Sdn. Bhd.

Lee

Examination
(cont'd)

Plaintiff says that he did not receive this
letter. This letter was addressed to Sdn. Bhd.

10

AAG

No objection.

Court

Mark for identification only subject to
proof of despatch to Sdn. Bhd.

D.W.1 - EXD

After this letter a meeting took place
between myself and plaintiff in my office in
Electra House, Kuching. I sent for the plaintiff.
See last paragraph of I.D."1". As far as I can
remember, I did not contact plaintiff by phone. I
cannot remember the date of the meeting. It was
after 17/3/73. It was very soon after this letter
was sent.

20

This was the first time the plaintiff
visited me in my office.

The plaintiff did not see me after this
meeting.

As far as I can remember, we discussed
about the plaintiff relinquishing his licence to
enable Sesco to go into his area in Saratok. The
meeting ended very shortly because the plaintiff
refused to give his permission to enable Sesco to
go in.

30

As far as I can remember, there was no
discussion of compensation by Sesco. I may or may
not have mentioned about plaintiff's letter to
Chief Electrical Inspector about the \$400,000/-.

I cannot remember by the letter (ID"1") was
addressed to Swan Electrical Works Sdn. Bhd.

40

I believe the plaintiff had received ID"1" otherwise he would not have come to see me.

Lee

I'm willing to have this letter admitted by consent subject to 2 conditions:-

- 1) the plaintiff did not receive it and
- 2) the letter was addressed to Sdn. Bhd.

Court

In the High Court in Borneo

No. 11

Judge's Notes:

Defendants'

Evidence:

Lye Fah Yew

(D.W.1.) - 11th

and 12th May

1978.

Examination

(cont'd)

10

Noted.

Admit and mark as Ex. Z11 subject to these 2 conditions.

D.W.1 - EXD

Witness examines Ex. P3 and says that he did receive a copy of it.

Witness examines Ex. P5 and says that he did receive a copy of the letter.

20

Having read these letters I thought the situation was deteriorating. It was a quarrel between the plaintiff and his consumers. There was a boycott of some sort.

Sesco received a direct request to supply electricity from the people of Saratok on 14/3/73 (see Ex. Z4).

Sesco is under a legal duty to supply electricity (see section 14 of the Sesco Ordinance).

30

We worked out a feasibility study of the whole matter. From the study it would be a losing proposition because the number of consumers was very small. At the time of the application for supply, the number of prospective consumers would be between 60 to 100. We have to be involved in heavy capital expenditure in setting up plant.

There would be loss of \$6000 each month based on these numbers of consumers.

40

On 1/8/73 I wrote a letter to the plaintiff (see Ex. P14(a)). I received a reply from Thomas & Co. dated 8/8/73 (see Ex. P14(b)).

In the High
Court in
Borneo

On 10/8/73 I wrote a letter to the Ministry
of Communications and Works.

Court

Court is adjourned.

(Sgd) George Seah, J.

11.5.78

Resumption of hearing

Parties as before

D.W.1. in the witness-box on former oath

Continuation of EXD

10

Hand in letter dated 10/8/73. Another
letter dated 11/8/73 was sent to the Ministry.
Hand in.

Photostat copies of the petitions have
already been put in evidence.

On 11/11/75 (sic) the Ministry replied. Hand in.

Lee

No objection.

AAG

No objection.

20

Court

Admit and mark as Ex. Z12(a), (b) and (c).

D.W.1 - EXD

I left Sarawak in September 1975.

On 16/5/74, I received a letter from Chief
Electrical Inspector, Sarawak enclosing the 6th
Supplementary Licence. SESCO was given a licence
and every time we go into an area, we have to
apply for a Supplementary Licence. This was the
Sixth occasion we applied for such a Supplementary
Licence. Saratok was one of the areas applied for.
Hand in.

30

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z13.

D.W.1 - EXD

Ex. P5 contains the letterhead of Swan Electrical Works Sdn. Bhd. Hand in copy of Ex. P5.

Court

Seen and returned.

D.W.1 - EXD

I cannot remember a request by kampung people, Saratok to plaintiff to supply electricity to their kampung.

When I left Sarawak in September 1975 the project had not been completed.

Usually the overhead lines are paid by SESCO. There may be cases where the consumers will bring the overhead line themselves and SESCO would take it over. These cases are very rare.

SESCO would instal the 5-foot wiring. Up to 60 feet it would be free. Anything over 60 feet SESCO would charge the consumers. This is provided for in the Electricity Ordinance.

5-foot wiring is also called services connection. It means mains to the meter.

Fluctuating of voltage is due to (a) overloading; (b) poor maintenance of generator and (c) under capacity of generator.

Witness examines Ex. P5 p.2 and says that he agrees with the paragraph subject to (a), (b) and (c).

XXD by AAG

All these 3 factors cumulatively would contribute to fluctuating of voltage .

If the fluctuating of voltage persists for a long time, it would damage the electrical equipment such as refrigerator, air-conditioners, radio-sets. If the fluctuating of voltage is intense, this would also result in damage.

Witness is referred to clause 8 of the Licence.

If the consumer's load does not exceed 5 kilowatts then the supplier will be able to maintain 230 volts at the supply terminal constantly (a). If it is a direct current supply

In the High Court in Borneo

No. 11

Judge's Notes: Defendants'

Evidence:

Lye Fah Yew

(D.W.1.) - 11th and 12th May 1978.

Examination (cont'd)

Cross-Examination

In the High
Court in
Borneo

the supplier will be able to maintain 460 volts at the consumer's supply terminal if his total connected load exceeds 5 kilowatts (b) (i).

No. 11

Judge's Notes:
Defendants'

Evidence:

Lye Fah Yew

(D.W.L.) - 11th

and 12th May

1978.

Cross-

Examination

(cont'd)

This is not a standard SESCO supply. I am afraid I am unable to say under what circumstances such a supply would be given by the supplier.

It means if you have a 3-phase alternating current system the supplier cannot maintain a pressure not exceeding 400 volts at the consumer's terminal if the consumer's total connected load exceeds 5 kilowatts. (b) means that voltage fluctuations shall not exceed 6% above or below 230 volts, 460 volts and 400 volts at the consumer's terminal. This means the supplier is under a duty to maintain consistency in the declared voltage and the permissible range of fluctuations is 6% below or above.

10

Technically 6% has no significance. It is an arbitrary figure.

20

If I see Wong Ah Suan again, I would not be able to identify him.

As far as I can remember, no phone call from the Ministry about the decision of the Governor-in-Council in 1973. When I was General Manager I had not been officially informed of the said decision. There may be a phone call but I cannot remember.

Under section 15(1) of the SESCO Ordinance the corporation has a statutory duty to supply electricity to applicants.

30

The meeting I had with the plaintiff was in connection with Ex. Z11. I'm quite sure I had such a meeting as a result of this letter.

I referred the plaintiff to Ex. Z11 during the meeting. The plaintiff did not mention anything about not having received Ex. Z11, as far as I can remember. Plaintiff was most uncooperative of relinquishing the licence, that was my impression. The Corporation was prepared to acquire the assets subject to agreement but without compensation. At that time, valuation of the assets was in progress. Later it was completed. SESCO valued those assets worth taking over at \$60,850/-.

40

Witness examines Ex. P14(a) and says that the situation in Saratok was a bit explosive as the consumers had boycotted the energy. The economic situation had been affected (see last paragraph).

See 17 of Ex. Z13 in respect of Saratok.

As far as I can remember, the 60 applications were from the new Saratok Bazaar. There were applications from government quarters after 1/8/73 as well as from the kampung.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah, J.
11/5/78

Resumption of hearing

Parties as before

Time: 2.15 p.m.

D.W.l. in the witness-box on former oath

XXD by Lee

There was a meeting between myself and the plaintiff after Ex. Z11 had been sent. As far as I can remember. I don't think the meeting was in May 1972. Ex. Z11 is an important letter. If the issues had been resolved at that meeting, the meeting would have been important. This letter was sent by ordinary mail.

I did not send it by registered post because at that time I did not think it would be of importance.

There was some discussion over the Licence. I did not keep any memo of the meeting. The meeting ended almost abruptly. It was an outright refusal to relinquish the Licence.

The most important item in Ex. Z11 was to get the consent of the Plaintiff. This was discussed and consent was refused.

The consent was refused orally and my letter of 1/8/73 (Ex. P14(a)) was to get the plaintiff to commit it in writing. The matter had to be referred to the Board, Ministry and various interested parties. Hence the delay in sending Ex. P14(a).

In early 1973 there was discussion between the Ministry and SESCO regarding SESCO moving into Saratok.

Feasibility study started in early 1973. I think towards the end of March 1973.

In the High
Court in
Borneo

No. 11

Judge's Notes:
Defendants'

Evidence:

Lye Fah Yew
(D.W.l.) - 11th
and 12th May
1978.

Cross-
Examination
(cont'd)

In the High
Court in
Borneo

No. 11
Judge's Notes:
Defendants'
Evidence:
Lye Fah Yew
(D.W.I.) - 11th
and 12th May
1978.
Cross-
Examination
(cont'd)

Assessment of the plaintiff's assets took place about the same time. The result was presented to me in May 1973.

According to the feasibility studies, Sesco would lose about \$6000 each month if the project was carried out. The valuation of the assets which could be taken over by Sesco was about \$60,850/-.

The feasibility study was carried out by Sesco because the government wanted to find out whether it was possible for Sesco to supply electricity to Saratok. The result of the study was that Sesco could supply electricity and suffering an estimated loss of \$6000 per month subject to plaintiff's consent or consent be dispensed with by the Governor-in-Council. This was the assumption. 10

At that time, Sesco had a long term contract with Shell for the supply of fuel.

When I left in September 1975 I had not received a written letter that the consent of the Licence had been dispensed with though I received the Supplementary Licence in May 1974. When I received the Supplementary Licence there was nothing in the said Licence to say that dispensation had been granted. 20

I may have inquired whether the Governor-in-Council had dispensed with plaintiff's consent but I cannot remember after I received the Supplementary Licence in 1974. 30

Sesco started to move into Saratok after receipt of the Supplementary Licence.

The State Government directed us to go to Saratok and this was approved by the Board of Sesco. The directive was by way of a letter dated 6/10/73.

After receipt of this directive, the Board had a meeting and decided to supply to Saratok. I was directed by the Board to take the necessary action in 1974. I was present at the Board meeting. 40

When the directive was given, I knew there was a licensee in Saratok area. Hence the letters Ex. Z11 and Ex. P14(a).

By August 1973 I knew for certain the licensee would not give his consent. The only

alternative would be to get dispensation from the Governor-in-Council. I did try to obtain dispensation on 11/8/73 by Ex. Z12(b).

In the High Court in Borneo

The letter was addressed to Permanent Secretary of Ministry of Communications and Works.

No. 11
Judge's Notes:
Defendants'
Evidence:
Lye Fah Yew
(D.W.l.) - 11th
and 12th May
1978.
Cross-
Examination
(cont'd)

Class 3 tariffs are meant for rural stations and smaller stations where the SESCO are operating.

10

The main licence is issued to SESCO under the Electricity Ordinance.

The plaintiff's advocates gave the reasons for refusing consent (see Ex. P14(b)). I replied on 8/9/73 (Ex. P14(c)).

This was a preparatory measure to go into Saratok if so required.

Saratok is a special case because there was in existence a boycott against the plaintiff.

20

Under normal circumstances, I would refer the applicants to the licensee.

The rate, terms and conditions refer to Class 3 tariff.

William Lai took over from me as general manager after I left in September 1975.

Any complaint against licensee would be carried out by the Chief Electrical Inspector and not by SESCO.

Court

Court is adjourned.

30

(Sgd) George Seah, J.
11.5.78

Resumption of hearing
Parties as before

D.W.l in the witness-box on former oath

Continuation of XXD by Lee

AAG

40

The Permanent Secretary to the Ministry of Communications and Works has no objection to the production of the letters from the Ministry to SESCO.

In the High
Court in
Borneo

Court

Noted.

No. 11

Chan

Judge's Notes:
Defendants'

Hand in letters dated 6/10/73, 21/11/73 and
17/12/73.

Evidence:

Court

Lye Fah Yew
(D.W.L.) - 11th
and 12th May
1978.

Admit and mark as Ex. Z14(a), (b) and (c).

Cross-

XXD by Lee

Examination
(cont'd)

Chan

Hand in 19/7/76.

10

Court

Admit and mark as Ex. Z15.

XXD by Lee

In areas where SESCO operates, we do have
fluctuation of voltage but it is remedied as soon
as possible.

At any point of time, there is a sufficient
capacity. Fluctuations occur generally due to
overloading of the mains, viz. consumers' ends.

If a consumer disturbs with the supply to the
other consumers, the licensee has the right to
terminate. I would use the word suspend. See
section 29(1) of the Electricity Ordinance. 20

I said this morning that the cost of installing
overhead lines would be borne by SESCO. 5-foot
wiring means the same thing as services connection
to SESCO. The cost of this would be borne by
SESCO up to 60 feet from the consumer's meter
terminal.

In certain cases, the consumers would have
to contribute. Within the rural electrification
station, the cost of putting overhead lines was
borne by SESCO when I was the general manager.
This is by virtue of Corporation policy. Outside
the Rural Electrification Scheme, all consumers
would have to contribute to the cost of overhead
lines. This policy is being reviewed from time
to time. 30

In the Rural E. Scheme SESCO would bear the
cost of services connection up to 60 feet. 40

Court

Court is adjourned to 12/5/78 at 9 a.m.

(Sgd) George Seah, J.
11.5.78

Friday 12th May 1978

Resumption of hearing

Parties as before

Time: 9.00 a.m.

D.W.1 in the witness-box on former oath

In the High
Court in
Borneo

No. 11

Judge's Notes:
Defendants'

Evidence:

Lye Fah Yew
(D.W.1.) - 11th
and 12th May
1978.

Cross-
Examination
(cont'd)

10 Continuation of XXD by Lee

Saratok was included in the Rural Electrification Scheme. Under this scheme, the costs of overhead lines and services connection would be borne by Sesco initially. The contribution was in the form of a lump sum under the Malaysia Plan. It would be more appropriate to call it a grant. The total cost of Rural Electrification Scheme was contributed by Federal Government (1/3), State Government (1/3) and Sesco (1/3). That was the understanding. Whether this understanding was carried out or not, I don't know.

I do not know whether the State Government did contribute its share in respect of Saratok.

There were other stations brought under this scheme. Saratok was not the first. In respect of other towns, applications had been made to the State Government and I do not know whether the State Government paid up its share as I left Sarawak in September 1975. In order to get this grant, application had to be made by Sesco. A break-down of costs of the project must be shown in the application.

During my time Sesco did not apply for grant in respect of Saratok. I do not know whether any application had been made after I left Sarawak. Application was usually made after full completion of the scheme.

A blanket application was made covering all projects under the R.E.S. which had been completed.

This \$6000 each month was operating loss. The loss would be wholly borne by Sesco. This loss was never shared by the government.

In the High
Court in
Borneo

No. 11

Judge's Notes:

Defendants'

Evidence:

Lye Fah Yew
(D.W.I.) - 11th
and 12th May
1978.

Cross-

Examination

(cont'd)

In the case of new Saratok bazaar developed by BDC, no application had been made to SESCO to bear the cost of installing overhead lines and services connection. I cannot recall any such application during my time.

As far as I know all the consumers in Saratok were not asked to pay for costs of installing overhead lines and services connections carried out by SESCO.

The directive in Ex. Z14(a) is to request SESCO to consider going into Joint Venture with the plaintiff with a view to taking over the assets of the plaintiff on the expiry of the Licence. This was dated 6/10/73.

10

This directive was discussed by the Board. After discussion SESCO decided to take over the supply of electricity in Saratok exclusively.

The Joint Venture proposal was discussed and it was not agreed upon.

I cannot remember whether the decision of the Board was communicated to the Ministry. If there was communication it could be in the form of a letter or discussion with officials of the Ministry.

20

After decision, preparatory steps were intensified. Preparatory steps were taken in April 1973. It was not necessary for SESCO to inform the Ministry of the preparatory steps because these were corporation matters.

I was consulted by the government about the complaints by the consumers. It was not the duty of SESCO to investigate the complaints. In my opinion, these complaints should have been investigated by the Chief Electrical Inspector.

30

The decision of the Board may have been conveyed to the Ministry or how it was communicated.

Class 3 tariff of SESCO applied to Rural and small stations. SESCO decided to extend the Class 3 tariff to Saratok.

40

Court

By consent Class 3 tariffs of SESCO are admitted as Ex. Z16(a) and (b).

By consent Ex. Z16(a) effective from February 1970 until further notice and Ex. Z16(b) effective from 1/8/75.

XXD by Lee

The Class 3 tariffs at p.6 were lower than the tariffs set out in the Supplementary Licence (Ex. P6). When I wrote Ex. Z12(a) I was aware of this. I cannot remember whether there was any advice or not.

Sesco proposed to implement Class 3 tariffs to Saratok when it moved in. Class 3 tariff was offered to would-be consumers. Saratok station comes under Class 3 tariff classification. Saratok can be classified as a rural and small station.

I am not aware of Ex. Z16(b). I think it was printed after I left Sarawak but with retrospective effect on 1/8/75.

I had seen Ex. Z16(a).

These tariffs were drawn up by the Corporation and put to the government for approval. These tariffs are gazetted.

AAG

Apply for leave to cross-examine witness further on the issue of refusal of consent by plaintiff and dispensation of consent by the Governor-in-Council.

Lee

Objected.

AAG

Submit Lee should cross-examine first and not me. Concede procedure is entirely within the control of the court.

Court

Since counsel for the plaintiff has objected to the application and in accordance with well-established practice as to such matter in civil proceedings the application is refused.

RXD

P.6 of Ex. Z16(b) contains a number of small towns. I would expect the tariff in Ex. Z16(b) to be gazetted. The old tariffs in Ex. Z16(a) were gazetted.

Witness examines Ex. P16(c) and says that legal obligation means section 15 of SESCO

In the High Court in Borneo

No. 11
Judge's Notes:
Defendants'
Evidence:
Lye Fah Yew
(D.W.L.) - 11th
and 12th May
1978.
Cross-
Examination
(cont'd)

Re-
Examination

In the High
Court in
Borneo

No. 11

Judge's Notes:
Defendants'
Evidence

Lye Fah Yew
(D.W.L.) - 11th
and 12th May
1978.

Re-
Examination
(cont'd)

Ordinance. On reflection legal obligation should be statutory but to the layman it means the same thing.

Any fluctuation of voltage above or below 6% would tend to damage the electrical appliances.

The meeting with plaintiff was an informal discussion to be followed by formal meeting. It was an exploratory meeting hence no memo was kept. The meeting could not have been held in 1972.

10

In 1972 SESCO did not pay any attention to Saratok.

If the licensee had any complaints he should direct them to the Chief Electrical Inspector. The Chief Electrical Inspector is expected to enforce the Electricity Ordinance.

Before I left for K.L. I knew consent had been dispensed with otherwise the Supplementary Licence (Ex. Z13) would not have been issued.

20

I presume dispensation had been granted by the Governor-in-Council otherwise the Supplementary Licence would not have been issued.

SESCO commenced infra-structure works in Saratok after receipt of the Supplementary Licence. Before the issue of the Supplementary Licence we liaised with the Ministry. Besides letters, there would be discussions, phone calls etc. The person I dealt with officially is William Tang.

30

The Board's approval was a preparatory step to move into Saratok. The approval was towards the end of 1973. After Ex. Z14(a). Infrastructure works commenced after the board's meeting.

XXD Court

Infrastructure works commenced after board's meeting and after the issue of Supplementary Licence. Actual moving in was after the receipt of the Supplementary Licence. Before the receipt of the Licence, preparatory work was carried out by SESCO. The preparatory work would be abortive if anything would fail.

40

Witness examines Ex. Z12(b) signed by William Lai. Lai was the chief engineer at that time. I cannot remember whether I had personal

knowledge of the letter but I could have read it in the file.

I might have been away at the time.

Sesco did not put up a case to the Governor-in-Council for the dispensation of consent. I did not think it was our duty to put up a case.

10

Sesco was not asked to attend the Governor-in-Council when this matter was being considered.

Witness examines Ex. Z14(a) and says that the directive was to consider Joint Venture with licensee with a view to taking over after the expiration of the Licence.

20

According to Ex. Z14 the Ministry did not direct SESCO to move into Saratok. SESCO board decided to move into Saratok by itself. I attended this board meeting. Minutes must have been recorded of this meeting. I will not be able to recall whether the resolution was subject to the qualification that dispensation would be given by the Governor-in-Council. I cannot recall the exact wording of the minutes.

Witness examines Ex. Z12(a) and says that he was expressing an honest view - not a biased view.

Counsel for the plaintiff expressed the view and I also expressed it in the letter.

30

I cannot remember whether I did receive any advice or reply to that letter.

I would consider Ex. Z14(a) as a directive from the government to move into Saratok.

William Lai is also my deputy insofar as work is concerned. William Lai is now the general manager.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah, J.
12/5/78

In the High
Court in
Borneo

No. 11

Judge's Notes:
Defendants'
Evidence

Lye Fah Yew
(D.W.L.) - 11th
and 12th May
1978.

Re-
Examination
(cont'd)

In the High
Court in
Borneo

No. 12

Judge's Notes: Defendants' Evidence:
Ong Chai Tin (D.W.2) - 12th May, 1978

No. 12
Judge's Notes:
Defendants'
Evidence:
Ong Chai Tin
(D.W.2.) - 12th
May, 1978
Examination

Resumption of hearing
Parties as before
Time: 2.15 p.m.

D.W.2. Ong Chai Tin (f) - Affirmed/states in
English

EXD

Malaysian - 105, Green Road, Kuching -
senior clerk/typist, Sesco.

10

I've been with Sesco for 24 years.

In March 1973 I was with Sesco. One of my
duties is to see to the despatch of letters.
This is a Despatch Book of Sesco.

P.110 dated 19/3/73 contains an entry "Swan
Elect. Kuching - 15 cts". I don't remember that
particular letter. My job is to put the letter
into the envelope. I cannot remember whether I
typed the letter. If I typed it I would type in
my initials. The initials are not mine.

20

The letter was copied to Permanent
Secretary and District Manager, Sibü (sesco).
On the same page there was an entry "District
Manager, Sibü". Usually the letter to P.S. was
despatched by hand because the office was nearby.

All the letters listed in the despatch book
were sent by post in order to keep records of
postage.

I looked through the entries during the
month of March 1973. Except for this only there
was no other entry to Swan Elect. Hand in.

30

Lee

No objection.

AAG

No objection.

Court

Admit and mark as Ex. Z17.

XXD by AAG

No question.

40

XXD by Lee

I cannot remember which letter was sent to Swan Elc. Kuching as it happened so long ago.

RXD

No question.

Chan

This is SESCO's case except for the question of damages.

Court

Noted.

In the High Court in Borneo

No. 12
Judge's Notes:
Defendants'
Evidence:
Ong Chai Tin
(D.W.2.) - 12th
May, 1978
Cross-
Examination

10

No. 13

Judge's Notes: Defendants' Evidence:
William Tang Tieng Kee (D.W.3) - 12th
and 13th May 1978

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee (D.W.3)
12th and 13th
May 1978
Examination

D.W.3. William Tang Tieng Kee - Sworn/states in English.

EXD

Malaysian/Chinese - 46 years - residing at 82, Jalan Ong Kee Hui, Kuching.

20

Permanent Secretary to the Ministry of Communications and Works, Sarawak since September 1972.

I know about Saratok people boycotting the electricity supply of Wong Ah Suan, the licensee, as from 1/3/73.

30

Saratok people first approached the Ministry of Communications and Works in 1970 after the great fire which occurred in June, 1970 in Saratok. As a result, 2 blocks of old shophouses were destroyed. After the fire, the owners of the burnt-down shophouses constructed temporary shops on the same site. It was during this time that they were told by the licensee that they had to pay \$45 per point of internal wiring and that they must instal a minimum of four points. They also had to pay \$100/- connection fee. The previous charges according to the letter we received were \$30/- and \$70/- respectively.

In the High
Court in
Borneo

A licensed company from Sarikei would do
the internal wiring at \$28 per point according
to the letter. Hand in letter.

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978.
Examination
(cont'd)

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D3.

D.W.3 - EXD

10

The shopkeepers made these requests purely
from the financial position they had to face
following the fire. It was natural they wanted
to ask for the cheapest and lowest cost.

The letter was dated 22/8/70.

The next development took place in the
middle of 1972 when 61 shops in new Saratok bazaar
were nearly completed. The owners of these new
shops were advised by BDC (as developers of these
shops) that they had to pay a total of \$22,390/-
to the licensee if they wanted his supply of
electricity to be extended to the new shops.
According to the letter we received, the shop-
keepers maintained that this contribution was not
only too high but should also be borne by the
licensee solely. They were only to pay the
connection fee - from the transmission mains to
the shophouses. Hand in.

20

The letter was in Chinese and there is
an English translation.

30

Lee

No objection but the English translation
is subject to certification by Court interpreter.

Chan

No objection.

Court

Admit and mark as Ex. D4(a) and (b) and (c)
(Announcement) and (d) (Comparison by Tariff
rates) and (e) (sketch plan).

D.W.3 - EXD

40

Just before the fire, BDC were constructing

new shops quite a distance from the old shop-houses. The temporary shops were erected on the burnt-down shop sites.

In the High
Court in
Borneo

The next development was on 23/1/73.

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978.
Examination
(cont'd)

10 We received a copy of the letter dated 23/1/73. The letter was signed by a group of shopowners in Saratok. The original was addressed to M. Swan Electric Supply, Saratok Bazaar. The letter was copied to a number of organisations. The gist of the letter was to serve notice on the licensee of their intention to cease using his electricity supply with effect from 1/3/73 (see Ex. P3). After this letter the people of Saratok sent a delegation to meet the Minister for Communications and Works requesting government assistance to solve this matter. It was around March 1973. This boycott was fairly widely published in the local press. As a result, this incident was picked up by the
20 National Security Council in K.L. which in turn requested the State Government to take appropriate action in view of the security situation prevailing at that time.

Lee

Since the English translation appears to be annexed to the letter I would withdraw my objection. There is no need for the court interpreter to certify.

Court

30 Noted.

D.W.3 - EXD

40 Ever since we received various petitions and requests the Ministry had been trying ways and means to solve this problem. One way was to request the licensee for his agreement to reduce the cost of capital contribution of \$22,390/-. In this regard, I invited the plaintiff to have a discussion with me in December 1972. I sent a letter to him dated 12/12/72 (Ex. P8). We had a short discussion in my office but the plaintiff was not agreeable to reduce his costs. Another means of trying to solve this problem was taken up by the then Minister of Communications and Works who invited the plaintiff to have a meeting with him. I believe in the middle of 1973. I was also present at this meeting.

The main topic discussed was whether the plaintiff would be prepared to surrender his licence before the expiry date and on what conditions.

In the High
Court in
Borneo

No. 13

Judge's Notes:
Defendants'

Evidence:

William Tang

Tieng Kee

(D.W.3) - 12th
and 13th May
1978.

Examination
(cont'd)

Plaintiff stated that he had previously advised the Chief Electrical Inspector that he would be prepared to surrender his licence at a price of \$400,000/-. Plaintiff said that he was not prepared to reduce this amount. I have a copy of the letter written by the plaintiff to the C.E.I. (see Ex. P11(B)).

Since we could not have any agreement on this there was another proposal to seek the cooperation of the licensee to adopt the proposed revised tariff. This was conveyed to him by a letter dated 23/7/73 (see Ex. P12(a)). This proposal again was not accepted by the plaintiff.

10

These proposed tariffs were close to SESCO Class 3 tariff rates. Witness examines Ex. Z16(a) at p.6 and says the tariffs are very close.

Witness examines Ex. Z16(b).

In the meantime, various letters, petitions and requests kept coming into the Ministry from Saratok people - both shopkeepers and people living around the bazaar including the kampung, urging the government to find a solution quickly (see Ex. Z2, Z3). Hand in 2 letters.

20

Lee

No objection except the letter in Bahasa Malaysia should be translated.

Chan

No objection.

Court

30

Admit and mark as Ex. D5(a) and (b).
English translation to be furnished by AAG.

AAG

Hand in original of Ex. Z3 (complete).

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D6.

40

D.W.3 - EXD

In April 1973 H.E. the Governor visited Saratok. During this visit the people of Saratok sent a joint petition to H.E. stating all the complaints they had previously submitted to the government. The letter was transmitted to me by H.E.'s private secretary. Hand in.

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D7. English translation to be furnished by AAG.

D.W.3 - EXD

In March 1973 there was a joint application to Sesco to supply electricity to Saratok. The letter was copied to the Ministry (see Ex. Z4).

Sesco had to proceed under section 15 of the Sesco Ordinance.

We were advised by Sesco in August 1973 that consent from the licensee was not given. In the same month, Sesco requested the Governor-in-Council, through us, for the dispensation of the consent in accordance with section 15 of the Ordinance. (See Ex. Z12(b)). Hand in Sesco's letter with annexures.

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D8.

D.W.3 - EXD

Even though Sesco had requested for dispensation of consent of the licensee, no immediate action was taken because even at that stage, we were still exploring other means to settle the matter amicably before resorting to section 15.

In the High Court in Borneo

No. 13

Judge's Notes: Defendants'

Evidence:

William Tang

Tieng Kee

(D.W.3) - 12th

and 13th May

1978.

Examination

(cont'd)

In the High
Court in
Borneo

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978.
Examination
(cont'd)

Dispensation of consent was granted by the Governor-in-Council on 27/12/73. Upon the consent being granted, I verbally communicated to SESCO. As a result of the dispensation the Sixth Supplemental Electricity Licence was given by H.E. on 10/5/74 (see Ex. Z13).

In any normal course, I normally communicated with the general manager. I believe in this instance, I communicated to him, Lye Fah Yew. I notified him in writing on 11/11/75 (Ex. Z12(c)).

10

We forwarded the Supplemental Licence to SESCO.

In our opinion, the issue of the Supplemental Licence superseded the licence granted to Wong Ah Suan and that his monopolistic right lapsed.

The proceedings of Supreme Council are kept secret. Neither SESCO nor the licensee was present. Neither of them was told of the Supreme Council meeting.

20

Court

Court is adjourned to 9 a.m. on 13/5/78.

(Sgd) George Seah, J.
12/5/78

Saturday 13th May 1978

Resumption of hearing

Parties as before

Time: 9.00 a.m.

D.W.3 in the witness-box on former oath

Continuation of EXD

30

Hand in letter dated 17/12/73.

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D9.

D.W.3 - EXD

Witness examines Ex. Z12(c).

Ex. D9 was addressed to Sesco and my signature appears in the letter.

10 There had been a series of meetings of Supreme Council on this matter. Supreme Council was made aware of the problem regarding Saratok electricity supply sometime in early part of 1973. Upon request by Sesco for dispensation of consent in August 1973 (Ex. Z12(a) and (b)). According to the decisions of the Supreme Council conveyed to the Ministry this matter was deliberated in at least four subsequent meetings.

20 On 27/9/73 the decision conveyed to the Ministry was that the Supreme Council proposed Joint Venture between Sesco and Wong Ah Suan, the licensee. This was conveyed to Sesco for its consideration vide my letter dated 6/10/73 (Ex. Z14(a)).

There was another meeting of Supreme Council on 22/11/73. It was then proposed that if Joint Venture was not workable then steps should be taken by Sesco in accordance with section 15 of the Sesco Ordinance. This was the decision of the Supreme Council and it was conveyed to Sesco on 17/12/73 (Ex. D9).

30 There was another meeting of Supreme Council on 13/12/73. At that meeting the Supreme Council was told that Joint Venture was not workable and allowed the request of Sesco to proceed under section 15. According to my record, this decision as made on 13/12/73 was confirmed by a subsequent meeting of Supreme Council on 24/12/73. This decision was referred to the Governor-in-Council for confirmation. The decision of the Supreme Council on 24/12/73 was conveyed to the Ministry. On 27/12/73 H.E. concurred with the decision of the Supreme Council.

40 Supplementary Licence (Ex. Z13). This Supplementary Licence was issued to Sesco after the dispensation of consent by the Governor-in-Council. See clause 3(17).

Whenever Sesco went into a new station, it would require the issue of a Supplemental Licence as well as amendment to the Sesco tariff regulations. Tariff regulations are gazetted. According to Reg. 3 of Sesco Tariff Regulations

In the High Court in Borneo

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978.
Examination
(cont'd)

In the High
Court in
Borneo

No. 13

Judge's Notes:
Defendants'

Evidence:

William Tang

Tieng Kee

(D.W.3) - 12th
and 13th May
1978.

Examination
(cont'd)

1970 all these stations for which Sesco is empowered to supply electricity have to be included therein. For reasons to save constant amendments to the Licence and Regulations it would be preferable, as far as possible, to group a number of stations together.

Insofar as Saratok is concerned the area covered by the Supplemental Licence is much wider in area than the designated area in plaintiff's licence. In respect of Saratok, the number of people applying to Sesco was large and it came from people living outside the designated area of the plaintiff's licence. Such as Kampung Illir, Kampung Melango or Jalan Sawmill. Part of Kampung Ulu is within the licensed area and a large part is outside the plaintiff's licensed designated area.

10

All these areas are within ten miles of Sesco power station.

As far as my information goes, the licensee is also operating within this area.

20

Yesterday I said the plaintiff's licence was superseded by the 6th Supplemental Licence but no action was taken to cancel or withdraw the plaintiff's licence because after receipt of plaintiff's advocates' letter, we felt that this matter may go to court. In fact, the matter came before the court. The Ministry prefers to keep the matter status quo.

Witness examines Ex. Pl2(b).

30

There was no combined effort between the Ministry and Sesco to make it difficult for the plaintiff to supply energy to the consumers within his designated area. If there was such a combined effort, government would not have taken that long. In fact, there had been series of meetings of Supreme Council to resolve the dispute. Sesco by itself is an autonomous body. It has its own members and it makes its own decision.

40

The proposed tariff rates contained in Ex. Pl2(a) are one of the ways to help solve the problem because at that time there was expressed dissatisfaction from the shopkeepers and people around. In fact, they had ceased using the supply as from 1/3/73.

XXD by Chan

Witness examines Ex. Z12(a) and Z12(b) and says that the Ministry received these 2 letters.

There were a number of phone calls between myself and Lye Fah Yew. I did inform him by phone that the Governor-in-Council had granted the dispensation.

10 At that time I thought it was not necessary to convey the decision of the Governor-in-Council to Sesco in writing because we were then in the course of preparing the 6th Supplemental Licence. I thought the 6th Supplemental Licence would speak for itself.

I had a meeting with the plaintiff and I was present when the plaintiff had a meeting with the Minister.

20 Plaintiff gave me an impression that he was a fairly tough businessman. In both cases, he did not agree to compromise.

The tariffs in Ex. P12(a) were a suggestion from the government to the plaintiff. Hence, I said I was seeking his cooperation (see paragraph 2). These tariffs would affect all non-Sesco stations.

Government's suggestion of Joint Venture between Sesco and plaintiff was not accepted by Sesco. Sesco could proceed on its best interest.

30 The Ministry considered the boycott serious. It was a serious situation.

XXD by Lee for plaintiff

40 Sesco comes under the portfolio of the Ministry of Communications and Works. Ministry can direct the Sesco only on those matters specified in the Sesco Ordinance. In the Ordinance the Governor or the Governor-in-Council is mentioned. The Governor-in-Council appoints the Board members. The amendments and introduction of regulations must be approved by the Governor-in-Council.

Tariffs are approved by the Governor-in-Council.

Witness examines Ex. Z14(a) and says that Sesco did not agree to this proposal notwithstanding the word "directive".

In the High Court in Borneo

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978. Cross
Examination
(cont'd)

In the High
Court in
Borneo

No. 13

Judge's Notes:
Defendants'

Evidence:

William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978. Cross-
Examination
(cont'd)

When the Governor-in-Council dispensed with the consent of the licensee I telephoned the general manager of Sesco. I did not inform him in writing immediately. I wrote to the general manager in 1975.

I did not inform the licensee about the dispensation either by phone or in writing. The Clerk of the Governor-in-Council notified me of the Governor-in-Council's dispensation on 27/12/73. It was in confidential memo - internal correspondence.

10

In the preparation of the Supplemental Licence a number of new stations is included. These were referred to and approved by the Governor. Supplemental Licence was prepared after 27/12/73. Although we were in the course of preparing the 6th Supplemental Licence Saratok was not included till after the dispensation.

I telephoned the general manager of Sesco immediately on receipt of the memo from the Clerk in Councils.

20

Witness examines Ex. Z12(b) and says that Sesco requested for dispensation by the Governor-in-Council. There is no other letter dealing with dispensation of consent, I think so.

I did not inform the licensee, either orally or in writing, about Sesco's request for dispensation.

On receipt of Ex. Z12(b) I referred the matter to the Minister. The Minister referred it to the Supreme Council. What happened in the Supreme Council I did not know.

30

I don't think the licensee was notified that this matter would be referred to the Supreme Council. I was informed of the result of the Supreme Council by the Clerk to the Council. The last decision of Supreme Council was allowing the request of Sesco to proceed under section 15 of Sesco Ordinance. The memo was dated 27/12/73.

40

When Sesco applied for dispensation in August 1973 (Ex. Z12(b)) there was no communication between the Ministry and the licensee. I remember the licensee had a meeting with the Minister. It was around August 1973. I cannot remember whether it was before or after August 1973.

My meeting with the licensee was in December 1972.

In the High Court in Borneo

At the meeting with the Minister, the question of capital contribution was also discussed. The meeting with the Minister was quite long after my meeting with the licensee.

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978. Cross-
Examination
(cont'd)

10 At my meeting with the licensee, I conveyed to him the objection of the people that his quotations were high. I cannot remember whether the plaintiff suggested I appoint a third party to do the assessment. Plaintiff could have stated this.

The tariff rates in Ex. Pl2 were prepared by the Ministry in consultation with the Chief Electrical Inspector and agreed to by the government. These proposed tariffs were not sent to other private suppliers. They were sent only to the plaintiff.

20 When these tariff rates were prepared the Ministry was aware that the plaintiff could charge the tariff rates set out in the Licence and Supplementary Licence. The tariff rates were proposed to try to solve the dispute. The people complained that the rates were high. There was a meeting between myself and C.E.I. and the town people in Saratok in early part in 1973. There was a meeting between the people and the Minister in Kuching. There were several meetings with the Minister.

30 We did explain to the people that the plaintiff's tariffs were those set out in the Supplementary Licence. We did not explain it in writing.

Normally, the licensee would apply for new tariffs. The C.E.I. would examine them. He then makes his recommendations to the Ministry. The Ministry would then forward them to the Governor-in-council.

40 Even if the plaintiff approved the proposed tariffs in Ex. Pl2(a) these must be approved by the Governor-in-Council. The licence has to be amended.

By the government I mean the Supreme Council.

When the Ministry received complaints from the public on technical matters, they are referred to the Chief Electrical Inspector. We also refer

In the High
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Borneo

No. 13
Judge's Notes:
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Evidence:
William Tang
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and 13th May
1978. Cross-
Examination
(cont'd)

to C.E.I. on tariff matter. Most of the
complaints received were copied to C.E.I.

Witness examines Ex. Pl0(a) and says that
this might have been the outcome of having
referred the matter to the C.E.I.

I do not know whether C.E.I. did take any
action against the licensee following these
complaints. If the actions are purely technical,
the C.E.I. need not notify the Ministry about
the action taken against the licensee. 10

The last meeting of Supreme Council
touching on this matter was on 24/12/73. This
meeting confirmed the decision made on 13/12/73
(see Ex. D9). Ex. D9 contains the result of a
meeting of Supreme Council held on 22/11/73. On
11/8/73 Sesco applied under section 15 of the
Sesco Ordinance but the decision was not made
till the latter part of the year.

Court

Court is adjourned. 20

(Sgd) George Seah, J.
13/5/78

Resumption of hearing

Parties as before

D.W.3 in the witness-box on former oath

Continuation of XXD by Lee for Plaintiff

There were at least four Supreme Council
meetings following receipt of Sesco's letter
dated 11/8/73 (Ex. Z12(b)).

The first decision was a Joint Venture
proposal. This meeting was on 27/9/73. Another
meeting was held on 22/11/73. If Joint Venture
was not possible, steps should be taken by Sesco
to go in under section 15 of the Sesco Ordinance.
The next meeting was on 13/12/73. Supreme
Council allowed Sesco to proceed under section 15.
The last meeting held on 24/12/73 confirmed the
meeting held on 13/12/73. After the last meeting
the matter was referred to the Governor-in-
Council. The licensee was not told of any of
the decisions taken by the Supreme Council. 30
40

As far as I'm aware, the plaintiff was not
informed of the grounds of Sesco's appeal under
section 15. The plaintiff was not asked to

state his case either by the Clerk to the Council or the Ministry. The plaintiff was not told when the appeal by Sesco would be heard. I don't think the Clerk to the Council informed the plaintiff when the appeal of Sesco would be heard. Even after the dispensation had been granted by the Governor-in-Council the plaintiff was not informed of this fact.

In the High Court in Borneo

No. 13
Judge's Notes:
Defendants'
Evidence:
William Tang
Tieng Kee
(D.W.3) - 12th
and 13th May
1978. Cross-
Examination
(cont'd)

10 I agree the Ministry did not inform the plaintiff of all these proceedings.

The decision of the Supreme Council was sent to the Governor for concurrence. After the decision was concurred by the Governor it was the decision of the Governor-in-Council to dispense with the consent of the licensee. After the granting of the Supplemental Licence plaintiff's licence was superseded. This is the opinion of the Ministry. In my opinion, this view of the Ministry is correct.

20 Plaintiff's licence had not been formally terminated.

RXD

Re-
Examination

Witness examines section 15 of the Sesco Ordinance and says that there is nothing in the provision which says that Sesco should be heard. There is nothing also in the section that the licensee should be heard before the Governor-in-Council grants the dispensation.

30 We regard Ex. Z12(b) as a request by Sesco for the granting of dispensation by the Governor-in-Council. The request includes annexures. These annexures relate to applicants for supply of electricity by Sesco.

Ex. D8 was the one I acted for the purposes of section 15. Ex. D8 refers to Ex. Z12(a).

40 Witness examines Ex. Pl4(b) and says Para 2 sets out the reasons for the refusal. I don't think the reasons are valid because at that time, the boycott was on, and the plaintiff had few consumers. The reasons were not valid having regard to the situation existing at that time.

What reasonable time and terms means are not specified in Ex. Pl4(b).

I received a copy of the letter dated 8/8/73 from the general manager of Sesco (see Ex. Z12(a)). The wordings in para 2 appear to be

In the High
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No. 13
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1978. Re-
Examination
(cont'd)

repeating the wordings in subsection 3 of
section 15 without specifying what means
reasonable time and terms and without reference
to the boycott. The writer of the letter
appears to repeat section 15(3) in paragraph 2
of his letter.

On 2/8/76 I did inform plaintiff's advocates,
Ee, Lim & Leong that the Governor-in-Council had
dispensed with the consent of the licensee (see
Ex. P15(d)).

10

I am member of the Sesco Board and I
attended the Board meeting. This matter was
discussed at the meeting and I would have
mentioned the decision of the Governor-in-
Council.

I do not know whether it is within the
statutory power of Sesco to go into Joint Venture.

I have had frequent telephone conversations
with the general manager on other matters as well.

Court

20

Court is adjourned to a date to be fixed.

(sgd) George Seah, J.
13/5/78

No. 14

No. 14
Judge's Notes:
Defendants'
Evidence:
Gan Ah Liang
(D.W.4) - 8th
June 1978
Examination

Judge's Notes: Defendants' Evidence:
Gan Ah Liang - (D.W.4) - 8th June 1978

Thursday 8th June, 1978

Resumption of hearing
Parties as before

D.W.4 Gan Ah Liang - Affirmed/states in Hokien

30

EXD

53 years - businessman of Chop Siong Hin of
Saratok Bazaar (New Saratok Bazaar).

Previously, I stayed at 49, Old Saratok
bazaar up to 31/8/73. I owned two shops in the
old bazaar. I rented out one of the shops -
only the groundfloor. The first floor was used
as a lodging house. It was managed by me.

This shop was burnt down during the big fire on 10/6/70.

In the High Court in Borneo

I operated Chop Siong Hin in the other shop. This shop was not burnt down. I continued to say there till I moved to the new Saratok bazaar after 31/8/73.

No. 14
Judge's Notes:
Defendants'
Evidence:
Gan Ah Liang
(D.W.4) - 8th
June 1978
Examination
(cont'd)

10

When I moved to the new shops I did not instal electricity from the licensee. I stopped making use of plaintiff's electricity on 1/3/73 because the charges were high. Besides, the transmission lines and posts to the new Saratok bazaar shops amounting to \$22,390/- would have to be borne by the owners. Each would pay about \$370/-. Borneo Development Corporation informed us through the Kapitan about these charges. We did not accept the licensee's demand that each shopowner should pay \$370/- approximately. So as from 1/3/73 we boycotted the licensee's electricity.

20

The internal wirings of the new shops had been completed by BDC when they informed us about these charges of \$22,390/-. BDC informed us during the second half of 1972. BDC informed the Kapitan by letter and the Kapitan in turn informed us. The Kapitan was Ong Chui Seng and he died in 1973 or early 1974.

30

On 30/12/72 (D4(a) and (b)) we sent a petition to the Deputy Chief Minister, Yong, about these charges of \$22,390/-. I signed the petition.

Witness examines Ex. P3 and says that he chopped on Ex. P3. We notified the plaintiff that we would cease using his electricity with effect from 1/3/73.

On 1/3/73 we sent a letter to the plaintiff requesting him to physically disconnect the electricity supply. Hand in copy of letter in Chinese.

Lee

40

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D10.

In the High
Court in
Borneo

No. 14

Judge's Notes:
Defendants'

Evidence:

Gan Ah Liang
(D.W.4) - 8th
June 1978

Examination
(cont'd)

D.W.4 - EXD

After D10 the plaintiff or his men did not come to disconnect but we ceased making use of the electricity. From 1/3/73 to 31/8/73 we did not make use of the plaintiff's electricity.

When we moved to the new shops we did not use the plaintiff's electricity. There was no electricity supplied to the new shops till Sesco came in. I think Sesco moved in in October 1975.

I was not satisfied with the plaintiff's electricity supply services because (a) on 20/2/72 the plaintiff sent us a letter informing us inter alia that the installation charges of one lighting point was \$14/-; (b) after the great fire, the plaintiff charged \$45/- per lighting point on temporary shops belonging to the shopkeepers; (c) formerly the connecting fee was \$70/- but after the fire the connecting fee to the temporary shop was \$100/-. According to his letter, he charged \$70/- before as he was subsidized by the government. Now that there was no subsidy from the government, he would charge \$100/- for each connection fee. I consider that whether there was a subsidy or not, that was a matter between the plaintiff and the government. If there was no subsidy from the government, to charge \$100/- for each connecting fee would be expensive. That was how we felt.

If the plaintiff had the ability to operate such a service the plaintiff should have the ability to shoulder these expenses.

Witness identifies the letter from the plaintiff as Ex. P5.

There were blackouts when plaintiff was supplying electricity to Old Saratok Bazaar but they were not frequent.

There were frequent voltage fluctuations. Sometimes the radios, bulbs and refrigerators would be damaged due to voltage fluctuations.

During the boycott we suffered hardships and inconveniences. We used pressure-lamps during the boycott.

We made oral complaints of voltage fluctuations, charges, to plaintiff's representative at Saratok. No steps were taken about our complaints. No results.

I was one of the members of the 10-man delegation who met the Deputy Chief Minister, Yong, on 10/3/73. We asked the Deputy C.M. to settle the matter. On 10/3/73 I did not personally submit any petition to the Deputy C.M.

In the High Court in Borneo

No. 14
Judge's Notes:
Defendants' Evidence:
Gan Ah Liang (D.W.4) - 8th June 1978
Examination (cont'd)

Witness examines D6 and says that the letter was dated 6/3/73. I did sign the letter.

10 XXD by Chan

This boycott lasted for almost 6 months. After 31/8/73 we moved to the new shops. We had no electricity in the new shops till Sesco supplied us with electricity in the latter part of 1975.

Cross-Examination

As far as I know, no shopkeepers in the old Saratok bazaar made use of plaintiff's electricity during the boycott. We boycotted as a last resort.

20 When Sesco supplied to the new shops, Sesco did not ask us to contribute towards the charges of \$22,390/-. We did not contribute towards these charges.

Witness examines Ex. Z4 and says that he was one of the signatories. (see No. 6).

30 Witness examines Ex. Z5 and says that he was also one of the signatories. These 2 letters requested Sesco to supply electricity to Saratok bazaar, vis. Old Saratok bazaar.

XXD by Lee for plaintiff

BDC told us that the plaintiff asked for \$22,390/- or about \$370 from each shopkeeper. BDC informed the Kapitan who in turn notified us. I did not see the letter from BDC to the Kapitan. I heard it from the Kapitan.

40 I bought the shops from BDC on housing loans. Others bought them by cash. I did sign an agreement with BDC about the purchase of the shop-houses. I do not have a copy of the agreement with me. The agreement was signed before the shops were constructed.

I am not certain whether there were any provisions relating to electricity connection, etc.

In the High
Court in
Borneo

No. 14

Judge's Notes: Court

Defendants'

Evidence:

Gan Ah Liang

(D.W.4) - 8th

June 1978-Cross

Examination

(cont'd)

As far as I know, the contents of the agreement were not read and explained to me before signing.

I'll try to get a copy of the agreement from BDC and produce it in court.

XXD by Lee

Witness examines P3 and says that the consumers gave notice to the plaintiff that as from 1/3/73 they would cease making use of his electricity. A majority of the consumers who signed P3 also signed on D10.

10

I can swear that those who did not sign D10 did not use plaintiff's electricity after 1/3/73.

Witness examines P3 and says that Sarawak Transport Co. and Woo Tiew Theatre did not use plaintiff's electricity from 1/3/73 to 31/8/73. It is possible these 2 consumers made use of the plaintiff's electricity after 31/8/73.

20

Sarawak Transport and Woo Tiew Theatre did sign on D10.

I had experienced that due to voltage fluctuations the whole of my fluorescent was damaged. I heard from people complaining that due to voltage fluctuations, their radios, refrigerators and bulbs were damaged. I had no personal knowledge of the latter complaints.

I did complain to the plaintiff's representative about the blunt choke. I informed the plaintiff's representative orally requesting him to replace it. He came and changed the choke for me but I paid for the part. The representative came in the afternoon after I lodged the complaint in the morning. My shop sells the choke.

30

I complained the choke and fluorescent tube were fused. The representative replaced both parts but I paid for them. My shop sells these parts. I cannot remember how old these choke and fluorescent tube were but I had used them for less than a year.

40

I know that the rates were laid down by the Governor.

When we petitioned to the government and to SESCO to come into Saratok, we knew that SESCO rates were lower than the plaintiff's.

In the High Court in Borneo

If SESCO rates were higher than the plaintiff's, I do not know whether we would still ask SESCO to come in. We look for both cheap rates and services.

No. 14
Judge's Notes:
Defendants' Evidence:
Gan Ah Liang
(D.W.4) - 8th
June 1978
Cross-Examination
(cont'd)

10

After the fire in 1970, I do not know that the plaintiff charged \$100/- for installing 2 lighting points plus internal wiring of the temporary shops.

P: Put this \$100 included connecting fee and meter charges?

A: I don't know.

XXD by Lee

My licensee informed me about the charges of \$45/- per lighting point. My licensee is not outside the courtroom.

20

I understand the victims of the great fire did write to the plaintiff complaining about the high charges and requesting the plaintiff to reduce the charges. I do not know whether they did write to anyone else.

Lee

I want the copy of the agreement to be produced. I'll cross-examine DW4 further.

AAG

No objection.

Chan

30

No objection.

Court

By consent, DW4 to stand down.

Court

Court is adjourned.

(Sgd) George Seah, J.
8/6/78

Resumption of hearing

Parties as before

D.W.4 in the witness-box on former affirmation

In the High
Court in
Borneo

No. 14

Judge's Notes:
Defendants'

Evidence:

Gan Ah Liang
(D.W.4) - 8th
June 1978

Cross-

Examination
(cont'd)

XXD by Lee

Hand in photostat copies of Agreement to
purchase shophouses.

AAG

Not relevant.

Lee

Relevant to issue of \$22,390/-.

Chan

Nothing to say.

Court

Overrule objection. Hold agreements
relevant.

Admit and mark as Ex. P20(a) and (b).

XXD by Lee

Explains clause 5 of the Agreement to DW4.

I agree under this clause BDC was
responsible for internal wiring.

I only agree I'm liable for bulbs, 3-point
plug, meter deposit. I say any outside lines are
not covered by clause 5.

P: Put you are responsible for all charges
of supply of electricity to the shophouse
except internal wiring?

A: I do not agree.

Re-
Examination

RXD

When I was in the old shophouses, I did not
have to pay for overhead lines and posts. I
think I am certain of it. I don't know who paid
for these overhead lines and posts.

I paid for meter deposit, lighting and
power points. The connecting line to the meter
at the 5-foot way was \$75 but I don't think I
paid for this item. When SESCO moved in in 1975
I did not pay for transmission lines and posts.
SESCO did not ask us to pay for these items.

We look for cheap and better services. By
better services, I mean prompt services and proper
maintenance. Ever since we used SESCO
electricity, there was no damage to electrical
appliances. Up-to-date, I'm satisfied with SESCO

services.

Sesco rates are cheaper than plaintiff's rates by about 2/5. The minimum charge was \$6/-. Plaintiff charged 60 cents per unit up to 20 units. After 20 units the rate was 40 cents per unit. Plaintiff charges 60 cents even after the 20 units. Later, the rate was increased to 60 cents up to 30 units. 50 cents after the 30 units.

In the High Court in Borneo

No. 14
Judge's Notes:
Defendants'
Evidence:
Gan Ah Liang
(D.W.4) - 8th
June 1978
Re-
Examination
(cont'd)

10

No. 15

Judge's Notes: Defendants' Evidence:
Goh Kia Heng (D.W.5) - 8th June 1978

No. 15
Judge's Notes:
Defendants'
Evidence:
Goh Kia Heng
(D.W.5) - 8th
June 1978
Examination

D.W.5 Goh Kia Heng - Affirmed/states in Hokien

EXD

65 years - Hylamese - grocery - 8
Saratok New Bazaar.

I'm trading under the style of Chop Seng Joo. Before moving to the new bazaar, I had a shop in the old Saratok bazaar. I lost it in the great fire.

20

After the fire, I lived with my relative for about one and half months about 2 miles from Saratok bazaar. I erected a temporary shop with the help of Fire Disaster Fund. I moved to the temporary shop at the end of July 1970.

Witness examines Ex. D6 and says that he signed on the letter with 27 others who were victim of the fire. The letter was addressed to the Deputy C.M. The attached letter was addressed to M. Swan Electrical Works, Kuching. I also signed on this letter. We appealed for a reduction of installation charges from \$45 to \$30 per point. Plaintiff's representative in Saratok told me the charges would be \$45 per point with a minimum of 4 lighting points. There was no reply to the attached letter. I asked the representative and he told me that it was the plaintiff's matter.

30

I received a bill for installing 9 lighting points and others and I was charged

40

In the High
Court in
Borneo

No. 15
Judge's Notes:
Defendants'
Evidence:
Goh Kia Heng
(D.W.5) - 8th
June 1978
Examination
(cont'd)

§261/80. This works out to less than §30 per point. I had paid this bill.

Witness examines Tai Ching Coffee shop's bill. The bill was for 4 lighting points at §180. One power point for the fan at §10. Another power point 13 amp - §45/-. The bill is made up of;

- (a) 4 lighting points
- (b) 40 watts fluorescent tubes (4)
- (c) installation of meter and
- (d) external lines.

10

Therefore each lighting point was §45/-. The installations were in the temporary shophouses.

There was a bill for Sin Hap Soon Coffee Shop (Temporary). The total was §450 made up of -

- (a) 4 lighting points;
- (b) 2 fluorescent tubes (40 watts and 20 watts);
- (c) 1 bulb (25 watts);
- (d) 2 power points (13 amp);
- (e) 1 direct-on line contactor starter;
- (f) 1 (15 am) TPM 500 watts insulating switch;
- (g) 1 switch fuse.

20

Including wiring, external line and electric meter.

There was a bill for Min Sin School for §400 made up of -

- (a) 2 lighting points - §30/-;
- (b) 2 switch points (15 am) - §90/-;
- (c) 1 switch socket-point (13 am) - §55/-;
- (d) 1 ceiling fan point - §25/-;
- (e) 2 fluorescent (40 watts) fittings complete - §40/-;
- (f) Overhead service line to meter and main wiring from meter to main switch - §160/-.

30

Altogether §400/-.

The school was not affected by the great fire.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah, J.

Resumption of hearing

Parties as before

Time: 2.15 p.m..

In the High
Court in
Borneo

No. 15

Judge's Notes:
Defendants'

Evidence:

Goh Kia Heng

(D.W.5) - 8th

June 1978

Examination

(cont'd)

D.W.5 in the witness-box on former affirmation

Continuation of EXD

After the fire, 28 temporary shops were erected. Out of 28 only 10 used the electricity supplied by the plaintiff. These ten were mostly food and coffee shops. After the fire, 18 of the shops in the old Saratok bazaar boycotted the plaintiff's electricity.

After the fire, I did not make use of plaintiff's electricity because my request for \$30 per lighting point was turned down by the plaintiff. The plaintiff insisted on \$45 per point.

Towards the end of 1972, BDC informed us through the late Kapitan that we had to pay for installations amounting to \$22,390/-. The plaintiff wrote to BDC about the \$22,390/- and BDC in turn informed us through the late Kapitan. We did not agree to pay this sum.

On 30/12/72 we sent a letter to the Deputy C.M. (Ex. D4(a) and (b)). I was one of the signatories.

I did sign on Ex. P3.

I did not sign on Ex. D10 as I did not use plaintiff's electricity at that time.

On 10/3/73 a 10-man delegation from Saratok bazaar met Deputy C.M., Yong. I was one of the ten delegates. Datuk Yong advised us to use plaintiff's electricity in the meantime pending negotiations but we disagreed. Our contention was that the overhead lines and posts should not be borne by us. Besides, there was an increase in the installation of lighting points from \$30 to \$45 each. We continued in the boycott.

In the High
Court in
Borneo

No. 15
Judge's Notes:
Defendants'
Evidence:
Goh Kia Heng
(D.W.5) - 8th
June 1978
Examination
(cont'd)

On 5/5/73 we wrote to SESCO requesting them to supply electricity to Saratok bazaar (Ex. D8). I was one of the signatories.

I have the original bills.

Lee

No objection.

Chan

No objection.

Court

Admit and mark as Ex. D6(a) 1, 2 and 3.

10

D.W.5 - EXD

I did not pay for transmission lines and posts installations in respect of the old Saratok shophouses. Plaintiff bore these expenses himself. We did have blackouts once in a while. Not frequently. There were frequent voltage fluctuations. My fluorescent tubes used to get fused as a result of the voltage fluctuations. I did not experience any damage to any other electrical appliances.

20

Cross-
Examination

XXD by Chan for SESCO

Witness examines Ex. Z4 and says that he was one of the signatories. I subscribed to the views stated therein.

Witness examines Ex. Z5 and says that he also signed the letter. I also signed on Ex. Z7.

When I moved to the new shop I did not pay for the overhead line and posts to SESCO when SESCO supplied electricity to the new shops.

Apart from damage to fluorescent tubes, I do not know of any damage to electrical appliances.

30

XXD by Lee for plaintiff

After my temporary shop was erected, I did not make use of plaintiff's electricity. I moved into the temporary shop on 28/7/70.

I signed on Ex. P3 even though I did not make use of plaintiff's electricity in order to give moral support. I do not know English but I know the contents after they had been read to me.

I don't know who drafted Ex. P3. Before this letter was drafted there was a meeting of

40

shopkeepers agreeing to boycott plaintiff's electricity.

In the High
Court in
Borneo

A number of letters was sent to Deputy C.M., Yong. One of them was Ex. D6. The delegates met Deputy CM. twice to ask him to persuade plaintiff to charge reasonably and if he disagreed, to ask Sesco to come in.

No. 15
Judge's Notes:
Defendants'
Evidence:
Goh Kia Heng
(D.W.5) - 8th
June 1978-Cross
Examination
(cont'd)

10 Our main complaint was that plaintiff's rates were higher than the rates charged by Sesco. Because Sesco's rates were lower than that of the plaintiff, that was why we hoped Sesco would supply electricity to the town people.

We went to see the Deputy Chief Minister to get him to persuade Sesco to move into Saratok because Sesco's rates were lower.

20 I know the plaintiff had a licence to operate and supply electricity to Saratok town. I don't know that the rates charged by the plaintiff were laid down in the licence.

Previously the plaintiff charged \$30 per lighting point inclusive of wire and socket.

I agree that each lighting point cost \$20 instead of \$30/-. After the great fire, plaintiff charged \$45 per lighting point.

Tai Ching's bill was made out after the fire.

30 I divide \$180/- by 4 lighting points. I agree \$180/- included (a) 4 lighting points, (b) 4 fluorescent fittings, (c) installations of meters and (d) outside lines.

I agree that it is incorrect to say that each lighting point was \$45.

Witness refers to Sin Hup Soon's bill.

I agree the bill did not say 4 lighting points cost \$180/-.

P: Put the plaintiff never insisted on a minimum of 4 lighting points.

A: Plaintiff's representative told me so.

40 RXD

Re-Examination

For example, my total bill was \$261/80

In the High
Court in
Borneo

No. 15

Judge's Notes:
Defendants'

Evidence:

Goh Kia Heng
(D.W.5) - 8th
June 1978 - Re-
Examination
(cont'd)

divided by 9 = \$29/08. I came to \$45 per
lighting point based on Tai Ching's Bill.

On 6/8/70 we did write to plaintiff
suggesting reducing the lighting point charge
of \$45/-. Our main complaint was that Sesco's
rates were lower than that of the plaintiff.

When we saw the Deputy C.M. we hoped the
D.C.M. could persuade Sesco to come in because
we were not satisfied.

Sesco's rates were 40 cents for the first
20 units and 20 cents after. Plaintiff's rates
were 60 cents for the first 30 units and 50
cents thereafter. Certainly Sesco's rates
were very much cheaper.

10

XXD Court

The people of Saratok wanted Sesco to
come in, viz. shopkeepers and kampung people.

No. 16

Judge's Notes:
Defendants'

Evidence:

Yeo Thiam Seng
(D.W.6.) - 8th
June 1978
Examination

No. 16

Judge's Notes: Defendants' Evidence:
Yeo Thiam Seng (D.W.6) - 8th June 1978

20

D.W.6 - Yeo Thiam Seng - Affirmed/states in Hokien

EXD

53 years - Temonggong for Chinese
Community in Saratok - residing at New Road,
Saratok - accounts clerk.

Before my appointment as a Temonggong I
was a councillor.

I know of the boycott by the Saratok people
of plaintiff's electricity on 1/3/73. Before
1/3/73 the late Kapitan called a meeting which
decided to proceed with the boycott. The meeting
elected 7 Chinese and 4 Malays from the kampung.
I was one of the 7 elected. The late Kapitan
was the head of the representatives.

30

On 10/3/73 we met the Deputy C.M., Yong.
DCM suggested to continue using the electricity,
call off the boycott and solve the problem. We
met in Saratok and decided to continue with the
boycott and see what the solution the government

would provide. No solution was forthcoming from the government.

In the High
Court in
Borneo

Sarawak Transport also boycotted the plaintiff's electricity for about 6 months till the shifting to the new shops. After the shifting, I do not know whether Sarawak Transport did continue to use plaintiff's electricity.

No. 16
Judge's Notes:
Defendant's
Evidence:
Yeo Thiam Seng
(D.W.6) - 8th
June 1978
Examination
(cont'd)

XXD by Chan for SESCO

Cross-
Examination

10

I was one of the signatories to Ex. Z4. I also signed on Ex. Z7.

The meeting was well attended. About 30 to 40 people attended the meeting. They represented shophouses. Some even represented 2 to 3 shophouses.

I do not know whether the plaintiff did overcharge or not but he charged 60 cents per unit. I was not a consumer at that time.

XXD by Lee for plaintiff

20

When I was elected I was not a consumer.

Since the plaintiff only supplied electricity to Saratok bazaar and I then lived outside the bazaar. I was anxious that the supply be extended to my area. Because of this I lent my support to the bazaar people.

30

The meeting was attended by people from the bazaar, upcountry and kampung. I am sure of that. The people from the kampung were representing the kampung people. The 4 representatives from the kampung attended the meeting. They were present when the 7 Chinese representatives were elected.

40

After the meeting those present were asked to sign a letter addressed to D.C.M. informing him of the names of the 7 representatives (Z2). Witness examines Z2 and says that almost all of the signatories were shopkeepers. I don't know whether the 4 Malay representatives were asked to sign. The 4 Malay delegates attended as observers. The Malay representatives agreed to go and meet the D.C.M. At that time I was a councillor. My ward covers the town, upcountry and dayak area.

In the High
Court in
Borneo

No. 16
Judge's Notes:
Defendant's
Evidence:
Yeo Thiam Seng
(D.W.6) - 8th
June 1978

Cross-
Examination
(cont'd)

Re-
Examination

The manager of Sarawak Transport was one of the 7 delegates. His name is Tan Siaw Boon. I don't know whether S.T.C. did continue to use plaintiff's electricity after shifting to the new Saratok bazaar. Tan told me so. After 6 or 7 months we seldom met each other.

The main intention of the delegation in meeting D.C.M. was to persuade him to get SESCO to come to Saratok.

RXD

10

According to our information, SESCO's rates were lower than the plaintiff's rates. If the plaintiff were to reduce his rates, there was a chance that the dispute could be settled.

I lent support because after SESCO had moved in, everybody would have supply of electricity. If I was not anxious to have electricity supply I would also support them. My attitude was that everybody living in Saratok should have electricity.

20

Court

Adjourned to 9/6/78 at 9 a.m.

(Sgd) George Seah, J.
8/6/78

No. 17
Judge's Notes:
Defendant's
Evidence:
Ong Siaw Hor
(D.W.7) - 9th
June 1978
Examination

No. 17

Judge's Notes: Defendant's Evidence:
Ong Siaw Hor (D.W.7) - 9th June 1978

Friday 9th June, 1978

Resumption of hearing

Parties as before

Time: 9.00 a.m.

30

D.W.7 Ong Siaw Hor - Affirmed/states in Hokien.

EXD

53 years - Hokien - shopkeeper - 79 New Saratok Bazaar, Saratok.

I was and still am the manager of Woo Tiew Theatre, Saratok. Before that I lived at

19/20 Saratok Bazaar. 19/20 shophouses were burnt down on 10/6/70. At 19/20 Saratok bazaar I did not make use of plaintiff's electricity. I used pressure lamps. I did not make use of plaintiff's electricity because plaintiff's rates were much higher than that of Kuching. Plaintiff's rates were 50 per cent more than that charged in Kuching. Plaintiff's rates were 60 cents per unit. Kuching's rates were between 20 to 25 cents per unit. These rates were prior to 1970.

Besides, a few hundred dollars would be needed for electrical wiring etc. Pressure lamps would be cheaper and convenient.

After the great fire when I was occupying the 2 temporary shops, I did not make use of plaintiff's electricity because the shops were temporary and electrical wiring, etc. would cost a few hundred dollars. Besides, the rate was 60 cents per unit and there was no deduction. Therefore I reckon it would not be profitable to use electricity. I continued to use pressure lamp.

When I shifted to the new shops I did not make use of plaintiff's electricity. SESCO came to Saratok in late 1975 and I made use of SESCO's electricity because the rates were cheaper than that of the plaintiff. SESCO's rates were 40 cents for the first 20 units thereafter 20 cents per unit.

Woo Tiew theatre was erected in 1940. My father used his own generator to supply electricity to the theatre. I took over from my father in 1948. I applied for a private licence to operate a generator for this theatre. I paid \$10 annually for this licence.

In 1967 I made use of plaintiff's electricity when the plaintiff came into Saratok. Plaintiff charged 60 cents per unit until 31/3/70. From 1/4/70 the plaintiff revised as follows:

- (a) 40 cents for the first 1000 units and 30 cents above 1000 units;
- (b) minimum charge \$350 per month. I have with me certain documents which I like to put in. Hand in.

Lee

No objection.

In the High Court in Borneo

No. 17

Judge's Notes: Defendant's

Evidence: Ong Siaw Hor (D.W.7) - 9th June 1978 Examination (cont'd)

In the High
Court in
Borneo

Chan

No objection.

No. 17
Judge's Notes:
Defendant's
Evidence:
Ong Siaw Hor
(D.W.7) - 9th
June 1978
Examination
(cont'd)

Court

Admit and mark as Ex. D11(1-9).

D.W.7 - EXD

See Ex. D11(4)(a)(b). I replied on
12/4/70 (Ex. D11(4)) and 10/5/69 (D.11(1)). I
did not accept the minimum charge of \$350 (Ex.
D11(1)).

On 15/4/70 I wrote to Chief Electrical
Inspector, Sarawak (Ex. D11(22)). The C.E.
Inspector wrote to plaintiff on 20/4/70 (Ex.
D11(3)). I received a copy of this letter. The
C.E.I. informed the plaintiff that he had no
authority to revise the tariff charges and
requested him to revert to the original charges.

10

The date of Ex. D11(4) should read 12/5/70
and not 12/4/70. See para 3 of the letter. This
letter was copied to Chief Electrical Inspector.

I received no reply to Ex. D11(4) but I
received May 1970 bill where the minimum charge
of \$350 was imposed (see D.11(7)(a)(b)).

20

After receiving the May 1970 bill, I wrote
again to C.E.I. on 5/6/70 (Ex. D11(7))
enclosing the bill. The letter was copied to
plaintiff.

Before writing the letter, I saw the C.E.I.
in his office and reported to him personally. On
30/6/70 the C.E.I. wrote to the plaintiff (Ex.
D11(8)) and a copy was extended to me.

30

For June 1970 the plaintiff again imposed
a minimum charge of \$350/- (Ex. D11(9)(a)).

On 29/7/70 I wrote to C.E.I. again (see
Ex. D11(a)).

On 10/6/70 my 2 shops together with 26
shophouses were burnt down. For about a week
the theatre was closed. Plaintiff continued to
charge \$350/- (minimum charge) till December 1970.

From April 1970 I refused to pay the
minimum charge of \$350/-. I wanted to pay
according to the units consumed at 60 cents per
unit but the plaintiff refused to accept. I
paid based on the actual units consumed into
District Office, Saratok for a few months.

40

The District Officer asked me to withdraw the money deposited because the plaintiff refused to collect it. I withdrew the money deposited amounting to a few hundred dollars.

After that I refused to accept bills sent by the plaintiff because I refused to pay the minimum charge of \$350/-.

Plaintiff's representative informed me that the plaintiff agreed that I should pay according to units consumed. I told the representative that after the fire and loss of 2 shops, I could not pay the arrears in one lump sum. I could pay by instalment of the arrears plus the monthly bills according to units consumed. Plaintiff accepted my offer and I paid accordingly till the arrears were settled. I continued to use plaintiff's electricity till the boycott on 1/3/73. I did not use plaintiff's electricity from 1/3/73 till about August 1973 after we had shifted to the new Saratok bazaar. When I resumed using plaintiff's electricity he charged 60 cents per unit till February 1976 (Ex. P18).

During the boycott I let out the theatre to several travelling cinema operators who used their own portable generator.

Witness examines Ex. P3 and says that he did sign on the last page.

Chan

No XXD.

Court

Court is adjourned.

(Sgd) George Seah, J.
9/6/78

Resumption of hearing
Parties as before

D.W.7 in the witness-box on former affirmation

XXD by Lee for plaintiff

When I lived at 19/20 Saratok Bazaar I did not make use of plaintiff's electricity because his rates were higher than that in Kuching.

Before 1967 I used my own generator.

In the High
Court in
Borneo

No. 17
Judge's Notes:
Defendant's
Evidence:
Ong Siaw Hor
(D.W.7) - 9th
June 1978
Examination
(cont'd)

Cross-
Examination

In the High
Court in
Borneo

No. 17
Judge's Notes:
Defendant's
Evidence:
Ong Siaw Hor
(D.W.7) - 9th
June 1978
Cross-
Examination
(cont'd)

Plaintiff's representative told me that I could not operate my own generator and had to use plaintiff's electricity.

After plaintiff had moved into Saratok my licence was renewed.

Plaintiff started supplying electricity in 1963. Between 1963 and 1967 I was using my own power. The licence gave me the power to operate my own generator. In 1967 my licence was still valid. When I started the plaintiff's electricity was still valid. I did renew my licence in 1968 but I did not operate a generator. I stopped renewing my licence in about 1975.

10

Plaintiff's representative threatened to sue me if I continued to use my own power. Plaintiff's representative said that since plaintiff supplied electricity I could not use my own electricity. I renewed the licence since the fee was only \$10/- per year. My generator was reliable.

20

When I made use of plaintiff's electricity in 1967 the plaintiff was supplying only 12 hours of power - 6 p.m. to 6 a.m. In 1967 I did show afternoon matinees on Sunday only. I requested the plaintiff to provide electricity for afternoon matinee. When the generator was on, not only my theatre but the town people also made use of it. The plaintiff did not charge me extra for this supply. His rate was 60 cents per unit.

30

As from 1/4/70 the plaintiff revised his charges and the minimum charge for my theatre was \$350/- per month. I did not accept the minimum charge but I did accept the other tariff charges.

I never paid the minimum charge of \$350 per month.

After the fire, the plaintiff agreed that my theatre be charged according to units consumed. My theatre joined to boycott the plaintiff's electricity as from 1/3/73. Since 1967 I had been making use of plaintiff's electricity. Even though I did not pay the minimum charge of \$350 each month the plaintiff did not disconnect the electricity supplied to my theatre.

40

When the plaintiff revised his rates on

1/4/70 he extended the hours of supply from 12 to 24 hours daily. Before 1/4/70 I did ask the plaintiff to increase the hours from 12 to 24 hours. I agree that if the hours were increased from 12 to 24 hours daily, additional expenses would have to be incurred by the plaintiff.

In the High Court in Borneo

No. 17
Judge's Notes:
Defendant's
Evidence:
Ong Siaw Hor
(D.W.7) - 9th
June 1978
Cross-
Examination
(cont'd)

10 My theatre commenced using the plaintiff's electricity in August 1973 because the people moved to the new Saratok bazaar leaving the theatre behind. Beside, Malaysia Day fell on 31/8/73 and it was a good occasion.

20 I did not make use of plaintiff's electricity on my own free will. Nobody forced me. Since August 1973 to February 1976 I had been making use of plaintiff's electricity. After February 1976 I made use of electricity supplied by SESCO because SESCO's rates were lower than that of the plaintiff. 40 cents per unit for the first 20 units and thereafter 20 cents per unit.

RXD

Re-Examination

30 I had one show in the afternoon on Sunday from 2 p.m. to 4 p.m. I did ask the plaintiff to supply electricity on Sunday from 2 p.m. to 4 p.m. The supply stopped after 4 p.m. Plaintiff did not tell me that I would have to pay extra rates for this afternoon supply of electricity on Sundays only. The rates remained the same at 60 cents per unit.

I still have the old generator. I did not operate it for many years. Plaintiff's representative threatened to sue me if I continued using my own power. I was afraid a bit.

No. 18

Judge's Notes: Defendants' Evidence:
Hj. Sepawi alias Hj. Aton Bin Hj.
Adenan (D.W.8) - 9th June 1978

No. 18
Judge's Notes:
Defendants'
Evidence:
Hj. Sepawi alias
Hj. Aton Bin Hj.
Adenan (D.W.8) -
9th June 1978
Examination

D.W.8 Hj. Sepawi alias Hj. Aton bin Hj. Adenan
- affirmed/states in Bahasa Malaysia.

EXD

46 years - residing at Kpg. Jalan Bunga

In the High
Court in
Borneo

No. 18
Judge's Notes:
Defendants'
Evidence:
Hj. Sepawi alias
Hj. Aton Bin Hj.
Adenan (D.W.8) -
9th June 1978
Examination
(cont'd)

Raya, Saratok - Councillor of Kalaka District
Council.

Formerly my address was known as Jalan
Sawmill.

Witness examines Ex. D5(a) and says that
it was written by him. I also signed on it. I
wrote on behalf of the residents of Kpg.
Sawmill and Kpg. Saratok containing about 200
houses.

Except for 2 houses, the other houses had
no electricity. The 2 houses obtained their
electricity from the plaintiff. The houses
were within the licensed area operated by the
plaintiff. The 2 houses are owned by Yaman
Rahman and Mut. Mut paid for the transmission
line and one post up to the house. Mut told me.
Mut incurred about \$1000/-.

10

Yaman also paid for the transmission
line.

I can identify the signatures of
Councillor Salleh Seruji and T.K. Hj. Gom Lek.
I also wrote Ex. D5(b) on behalf of the residents
of Kpg. Sawmill.

20

I did not receive any reply to letter
dated 13/3/71 (attached to Ex. D5(b)). I wrote
to plaintiff on 16/12/71 (attached to Ex. D5(b)).

I received a copy of a letter from Chief
Electrical Inspector dated 21/5/71 addressed to
the plaintiff.

Witness examines Ex. Pl3(a) and says that
about 13 persons did not sign it. I did not
alter the date from 13/3/71 to 13/5/71.

30

The 13 persons were not in the house when
the letter was brought to them for signature.

When Ex. Pl3(a) was written both Yaman and
Mut still did not have electricity supply. I
do not know whether the plaintiff did ask the
government for subsidy after Ex. Pl3(a) was
written.

Witness examines Ex. D7 which is a reply
from the Private Secretary to the Governor in
answer to a petition addressed to H.E. dated
18/4/73. I signed on the petition.

40

Witness examines Ex. D8 and says that the attached contains the names of residents of Kpg. Hulu.

In the High Court in Borneo

I had been, since 1963, a councillor of Kalaka District Council.

No. 18
Judge's Notes:
Defendants'
Evidence:
Hj. Sepawi alias
Hj. Aton Bin Hj.
Adenan (D.W.8) -
9th June 1978
Examination
(cont'd)

The Council obtained its supply of electricity from the plaintiff. As from June 1978 the Council obtained its supply from Sesco.

10 During our meetings, I noticed that the ceiling fans sometimes were fast and sometimes slow. On three occasions, the switch of the motor pump used for sewage, was burnt or damaged and each repair would cost between \$800/- to \$1000/-.

20 The voltage fluctuations occurred sometimes. I would notice them when I attended meetings at the Council as I did not make use of plaintiff's electricity and I did not know. The fan regulators were burnt. That is all I can remember.

XXD by Chan for Sesco

Cross-
Examination

Witness examines Ex. Z4 and says that he did not sign on the letter although a place was provided for me to sign.

Witness examines Z7 and says that he signed on column 1. I did not sign on Z4 because maybe I was away.

30 I signed on behalf of the kampung people. The other kampung representatives are Hj. Othman, Councillor Salleh and Hj. Gom.

Court

Court is adjourned to 2.15 p.m.

(Sgd) George Seah. J.
9/6/78

Resumption of hearing

Parties as before

Time: 2.15 p.m.

D.W. 8 in the witness-box on former affirmation

40 XXD by Lee for plaintiff

Until Sesco moved into Saratok, Kpg. Sawmill did not enjoy electricity supplied by the plaintiff.

In the High
Court in
Borneo

No. 18

Judge's Notes:
Defendants'

Evidence:

Hj. Sepawi alias

Hj. Aton Bin Hj.

Adenan (D.W.8) -

9th June 1978

Cross-

Examination

(cont'd)

I was the Chairman of Kalaka District
Council in 1971/1972. I'm still a Councillor.

When the new Saratok bazaar was completed,
I did not know whether the plaintiff did write
to the Council informing the Council that he was
willing to put up street lighting. I do not
know about this matter. The correspondence was
done by the secretary to the Council.

Witness examines Ex. P17(a)-(d) and says
that he did not know about these letters
addressed to the Secretary.

10

According to my information and belief,
the sewage pump was damaged because of voltage
fluctuations. I spoke to one technical
assistant. His name is Ampurai. I do not know
whether he was in charge of the sewage pump but
he would supervise the workers clearing up the
sewage tank. If any drains had to be cleared,
he would supervise the work also. I do not know
whether he had any electrical qualifications or
not.

20

I myself have no electrical training.

I do not know whether the sewage pump
switch was in fact caused or damaged through
voltage fluctuations.

I stayed in Kpg. Sawmill and before Sesco
moved into Saratok, I had no electricity in my
house. I would not know the rates charged by
the plaintiff.

When I wrote Ex. D5(a) para 2 I based on
information supplied and plaintiff's electricity
bills. The whole tenor of Ex. D5 was to ask
D.C.M. to get Sesco to move into Saratok. I
also stated that the supply frequently caused
damaged to electrical appliances. This again
was based on information given.

30

Most of the reasons were based on
information given to me.

Re-

Examination

RXD

Witness examines Ex. P1 and says that
Kpg. Hilir lies outside the licensed area. Kpg.
Hulu is not in the map and lies outside the
licensed area.

40

If Sesco did not come to Saratok, the
kampung people would never enjoy electricity
supply.

Jalan Kampung Hulu and Jalan Sawmill.
Jalan Kampung Hulu is nearer to the river.
The whole kampung is not known as Kampung
Bunge Raya. Kpg. Hilir on the bottom left
and Kpg. Hulu on the bottom right.

Ampurai was the only technical
assistant. He had been working for the
Council for about 18 years. Ampurai was in
charge of sewage pump. I believe him when he
said the damage to the sewage pump was due
to voltage fluctuations.

In the High
Court in
Borneo

No. 18
Judge's Notes:
Defendants'
Evidence:
Hj. Sepawi alias
Hj. Aton Bin Hj.
Adenan (D.W.8) -
9th June 1978
Re-
Examination
(cont'd)

No. 19

Judge's Notes: Defendants' Evidence:
Salleh bin Seruji (D.W.9) - 9th
June 1978

No. 19
Judge's Notes:
Defendants'
Evidence:
Salleh bin
Seruji (D.W.9)
9th June 1978
Examination

D.W.9 Salleh bin Seruji - Affirmed/states in
Bahasa Malaysia.

EXD

41 years - Malay - residing at Kpg.
Melango, Saratok - Councillor of Kalaka
District Council.

Witness examines Ex. D8 and says that he
was councillor of Kpg. Hilir, Saratok, Kpg.
Hulu is under Hj. Sepawi's ward.

I did sign on the page of residents of
Kpg. Hilir, Saratok. Kpg. Hilir is now known as
Kpg. Melango, Saratok.

Witness examines Ex. P1 and says that
Kpg. Hilir is on the bottom left of the map
annexed. The kampung is outside the red line.

Witness examines Ex. D7 and says it was
addressed to H.E. dated 18/4/73. I signed as
a representative of Kpg. Hilir.

Witness examines Ex. D5(a) and says that
it was written by the people of Kpg. Sawmill
and Ulu, Saratok and it was addressed to D.C.M.
I did sign the letter.

In the High
Court in
Borneo

No. 19

Judge's Notes:
Defendants'

Evidence:

Salleh bin
Seruji (D.W.9)
9th June 1978

Cross-
Examination

XXD by Chan for Sesco

Witness examines Z4 and says that his
signature is at column 9.

Witness examines Z7 and says that his
signature appears on column 8.

I signed in my capacity as one of the
four representatives of the people of the
kampung.

We now enjoy electricity supplied by
Sesco.

10

We did not pay for overhead lines and
posts.

XXD by Lee for plaintiff

I paid for internal wiring to Sesco. I
also paid for meter. I paid about \$35 per
lighting point. I did not pay for connection
fee.

When we sent Ex. D5(a) and D7 our main
purpose was to get the support of the Governor
and the government to get Sesco to come to
Saratok.

20

We alleged that plaintiff was charging
tariff rates higher than Sesco. We included
this paragraph because the kampung people could
not afford to pay higher charges.

RXD

No question.

XXD Court

We wanted Sesco to come to Saratok
because from what we had learnt, we could get
satisfactory services from Sesco.

30

No. 20

Judge's Notes:
Defendants'

Evidence:

Heng Ek Pee
(D.W.10) - 9th
June 1978

Examination

No. 20

Judge's Notes: Defendants' Evidence:
Heng Ek Pee (D.W.10) - 9th June 1978

D.W.10 Heng Ek Pee - Affirmed/states in Hokien.

EXD

41 years - Hylam - residing at 48 New
Saratok Bazaar - coffeeshop owner.

I moved to the new shop in August 1973. Before, I stayed in the old Saratok bazaar. The number is 12. My shop was burnt down. After the fire, I stayed in Kpg. Hulu for about a month. Then I moved into a temporary shop in the old Saratok bazaar site.

In the High Court in Borneo

No. 20
Judge's Notes:
Defendants' Evidence:
Heng Ek Pee (D.W.10) - 9th June 1978
Examination (cont'd)

10 Witness examines Ex. D6 and says that it was written by the victims of the fire. It was addressed to the plaintiff. We requested the plaintiff to have pity on us and not to charge high rates. There was no reply to Ex. D6 annexure. Only 8 out of 28 shopkeepers made use of plaintiff's internal wiring services. Two engaged licensed wiremen from Sarikei to do the internal wiring, viz. myself and Lian Hup. Each lighting point cost \$28 including fluorescent tube and fitting. The licensed wiremen did not stipulate the minimum number of lighting points.

20 After the internal wirings were completed I applied to the plaintiff for electricity. The plaintiff charged \$100 and I paid up.

18 of the temporary shopowners did not make use of plaintiff's electricity. In December 1972 the B.D.C. informed the shopowners through the late Kapitan that the overhead lines and posts totalling \$22,390 would be borne by us but we did not agree to pay this sum because we felt this was the responsibility of the plaintiff.

30 On 23/1/73 we wrote to the plaintiff (Ex. P3) informing him that we did not want to make use of his electricity supply. I signed on this letter at p.2.

On 1/3/73 requesting the plaintiff to disconnect the electricity supply (Ex. D10)(D4). The plaintiff did not disconnect the supply. This happened after I moved into the temporary shop.

40 In August 1973 I moved to the new shophouse. I did not use plaintiff's electricity supply. Sesco came into Saratok towards the end of 1975 and I made use of Sesco's electricity.

XXD by Chan for Sesco

Witness examines Z4 and says that his signature is at 5. Witness examines Z5 and says that his signature appears at p.2. Witness examines Z7 and says that his signature appears therein.

Cross- Examination

In the High
Court in
Borneo

No. 20

Judge's Notes:
Defendants'
Evidence:

Heng Ek Pee
(D.W.10) - 9th
June 1978

Cross-
Examination
(cont'd)

XXD by Lee for plaintiff

 \$28 per lighting point included
fluorescent tube and fitting of 40 watts. I
cannot remember the cost of one set of
fluorescent tube and fitting in 1970/1971. I
do not know the price of such fitting now.

 I have occasion to change the fluorescent
tube. Each tube costs the most \$4/50.

P: Put one set of fluorescent tube and
fitting in 1970/1971 would cost about \$10?

10

A: I would agree that would be the cheapest
type.

XXD by Lee

 If I remember correctly I paid altogether
\$280/- for internal wirings. I remember 8
lighting points and 5 power points.

 I cannot remember whether the cost for
power point was cheaper or dearer than lighting
point. I cannot remember how much I was
charged for each power point because it happened
so long ago. I was told each lighting point
was \$28/-.

20

 I cannot produce the bill now because the
clerk who prepared the accounts for the purpose
of income tax had passed away.

 Only I and Lian Hup employed licensed
wiremen from Sarikei. The other 8 shops asked
plaintiff to do the internal wirings.

 After the Sarikei wiremen had done the
internal wirings I still had to ask the plaintiff
to instal the meters and to connect to the meter.
The plaintiff charged me \$100 for these 2 services.

30

 Plaintiff did not stipulate that the shop-
keepers must use his services to do the internal
wirings and we were free to get outside licensed
wiremen to do the internal wirings.

 After I moved to the temporary shop I made
use of plaintiff's electricity for 7 months
before we sent a letter requesting the plaintiff
to disconnect the supply.

40

 When I moved into the temporary shop, there
was no electricity supply.

 I cannot remember when the internal wirings

of the temporary shop were completed. I cannot remember when I got supply of electricity from the plaintiff.

In the High Court in Borneo

I cannot remember when I had been using plaintiff's electricity before I sent the letter dated 1/3/73 requesting him to disconnect.

No. 20
Judge's Notes:
Defendants'
Evidence:
Heng Ek Pee
(D.W.10) - 9th
June 1978
Cross-
Examination
(cont'd)

RXD

10

In 1970 apart from the plaintiff there was no shop licensed to do internal wirings. There was no choice but to ask plaintiff to do the internal wirings. I did not use the plaintiff's services and got licensed wiremen from Sarikei. So also Lian Hup.

Re-Examination

We shifted to the new shops in August 1973. I'm quite sure of that.

We started the boycott when we were in temporary shops.

AAG

20

That is the case of the Sarawak Government.

Court

Adjourned to 30/6/78 at 9.30 a.m. for submission.

(Sgd) George Seah, J.
9/6/78

No. 21

Submission by Counsel for Defendant
in Civil Suit No. K.341 of 1976
(Sarawak Electricity Supply Corporation)
30th June, 1978

30

Friday 30th June, 1978

Resumption of hearing

No. 21
Submission by
Counsel for
Defendant in
Civil Suit No.
K.341 of 1976
(Sarawak
Electricity
Supply Corpn)
30th June 1978

Mr. C.E. Lee for plaintiff

Mr. M. Chan for No. K.341/76

AAG Mr. Denis Ong for Sarawak Government.

Chan

Sum up for SESCO.

In the High
Court in
Borneo

No. 21
Submission by
Counsel for
Defendant in
Civil Suit No.
K.341 of 1976
(Sarawak
Electricity
Supply Corpn)
30th June 1978
(cont'd)

Refer to Bundle of Pleadings. See para 10
of the Statement of Claim.

Submit parties are bound by their pleadings.

Submit there is nothing in section 4 of
the Electricity Ordinance and section 5 of SESCO
Ordinance to preclude the SESCO from supplying
electricity supply to Saratok.

There is no cause of action against SESCO.

The licence and Supplementary Licence do
not bind SESCO who are not parties to them. If
SESCO were wrong to operate in plaintiff's
licensed area, the proper remedy would be to
invoke section 33 of the Electricity Ordinance
and not to sue SESCO.

10

If the plaintiff were to institute civil
proceedings he should sue the Government of
Sarawak instead of SESCO because SESCO is not a
party to the Licence.

If there is a cause of action submit SESCO
has a complete defence to the plaintiff's claim.

20

SESCO is a creation of SESCO.

See section 14 of SESCO.

Refer to applications by the people of
Saratok to supply energy to Saratok - see Z4,
Z5 and Z7.

Submit the plaintiff's supply of energy
was not satisfactory.

Submit the plaintiff's tariffs and charges
were higher than those charged by SESCO. Submit
the tariffs stated in the Licence and Supplementary
Licence are the maximum rates which the plaintiff
can charge (see Licence and Supplementary Licence)
and section 4 of the Electricity Ordinance
(section 4(4)(c)).

30

The fact that the supply was unsatisfactory
was borne out by the boycott of the consumers.

On 1/8/73 SESCO wrote to the plaintiff for
consent (see Z12(b)) and consent was refused on
8/8/73 (P14(b)).

SESCO applied for dispensation of consent
(Z12(a)). Z12(c) shows the dispensation was
approved by the Governor-in-Council.

40

No. 22

Submission by Counsel for the Defendant
in Civil Suit No. K.380 of 1976
(Government of the State of Sarawak)
30th June 1978

In the High
Court in
Borneo

No. 22
Submission by
Counsel for the
Defendant in
Civil Suit No.
K.380 of 1976
(Government of
the State of
Sarawak) 30th
June 1978

I'll now comment on K.380/76.

See p. 31 of K.380/76.

See para 9 of the Statement of Claim.

10

Submit the plaintiff has not pleaded that
the Sarawak Government or SESCO had not complied
with section 15(3) of SESCO.

Submit SESCO had been granted a licence
(Z13) to supply energy to Saratok in areas
covered by the plaintiff's licence. SESCO
supplied energy in pursuance of that licence.
It is not the case of the plaintiff that the
Governor acted ultra vires when he issued the
Supplementary Licence to SESCO.

AAG

20

I ask counsel for the plaintiff to
clarify the ultra vires claim in prayer 2.

Lee

The ultra vires are based on paragraph 9
of the Statement of Claim and not on any other
provision of the law.

Court

Noted.

AAG

30

Hand in Government Gazette of Minister in
charge of Electricity supplies to SESCO.

I'll begin by dealing with para 6 of the
Defence in K.380/76.

SESCO follows very closely Malayan
Electricity Ordinance 1949. It is now called
Electricity Act 1949 (Revised 1973). Hand in
comparable table.

40

Section 33 of SESCO was omitted but
inserted in section 4(6) of Electricity Ordinance.
See sections 14 and 15 of SESCO which are
complimentary to section 4(6) of Electricity

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Ordinance. Submit observations made by Federal Court on N.E.B. in Public Textiles Berhad v. Lembaga Letrick Negara (1976) 2 MLJ 58/59 Left column F-I are directly relevant and applicable to Sesco here.

In construing Sesco and Electricity Act it is submitted that the true test propounded by the Federal Court in Public Textile's case at p. 63 R/C (letters D-I) is that of the principle of public interest.

10

See Yusoff v. Central Electricity Board (1964) MLJ 374/376 R/Letter F. Applying that test to Sesco it is submitted Sesco is not founded on consideration of trade as for the benefit of the public in general. The Sesco is enacted to give Sesco sole monopoly in Sarawak to generate, distribute and sell electricity at reasonable prices. It is also a public utility.

It is necessary to ascertain whether section 15 is framed for the benefit of some party, or the state or public at large or a section of it. We need to ascertain where the duty is imposed, for whose benefit it is imposed and why it has been imposed.

20

Section 15(1) imposes a statutory duty on Sesco to supply energy to the consumers, viz. the general public requiring such supply subject to subsection 2. Sesco's ability to do so and also consumers giving the requisite security to Sesco. The duty imposed upon Sesco is for the benefit of the state of public at large or a section of the public.

30

Supply of energy is an essential service to the community.

Section 15(2) provides the existing rights of a licensee under Electricity Ordinance shall not be derogated by Sesco. Sesco is forbidden to supply energy to a consumer in any area forming part of an area of supply of a licensee except with the consent of the licensee.

40

Subsection 2 is framed for the benefit of a third party - licensee. The proviso is enacted for the benefit and welfare of the state and a section of the public - those consumers within an area of supply of the licensee. That proviso is a recognition of the superiority of the interest of the state and that section of the public over the private interest of the licensee. It

permits SESCO who is under a general statutory duty to secure and supply energy at reasonable prices; to supply energy to those consumers within an area of a licensee in circumstances where the licensee has unreasonably refused or withheld his consent required under section 15(2). The authority who permits SESCO to so supply is the Governor-in-Council, that is the State if it is satisfied that the consent of the licensee is unreasonably refused or withheld.

In the High Court in Borneo

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Submission by Counsel for the Defendant in Civil Suit No. K.380 of 1976 (Government of the State of Sarawak) 30th June 1978
(cont'd)

The permission is given by way of a dispensation of the licensee's consent. That dispensation by the Governor-in-Council constitutes permission or authority to SESCO to supply energy to those consumers within an area of supply of a licensee, which supply is otherwise forbidden by section 15(2).

The proviso provides an outlet where the energy supply in a licensed area becomes unsatisfactory and unbearable and where government policy considerations are involved. These are matters concerning public interest, expediency and welfare which are essentially and properly for the government to deal with and with respect, not matters to be adjudicated upon by the Governor-in-Council in a judicial or quasi-judicial manner after holding an enquiry. These matters involve executive or administrative actions to be taken by the Governor-in-Council. See Supt. of Lands & Surveys, Sibu v. Sia Hock Ang (1955) SCR 31/38 - 40-41.

Having regard to the proviso and subsection 3 the test is subjective and to exclude any idea of an inquiry of a judicial or quasi-judicial nature.

I rely on Franklin and Ors. v. Minister of Town and Country Planning (1947) 2 AER 289. The Minister is satisfied ... subjective test.

See Tharmalingam v. Sambanthan (1960) MLJ 257 - the President of MIC is satisfied ...

As regards "deeming" I rely on P.P. v. Phee Joo Teik (1962) MLJ 56/58R (Letters F-H).

See Province of Bombay v. Khushaldas AIR (1950) SC 222. Barnagar Electric Supply and Industrial Co. v. State of Madhya Pradesh AIR (1963) M.P. 41.

Submit appeal in the context of proviso to

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section 15 of the SESCO means no more than its ordinary sense; that is to say to make an earnest request or petition. See Concise Oxford dictionary (5th ed.) at p.54/909. Submit SESCO's role under the proviso is that of a public corporation discharging a statutory duty to the public for and in the interest and welfare of a section of the public - those consumers within the area forming part of the area of the licensee when making the request or petition to the Governor-in-Council. The dispensation so granted by the Governor-in-Council constitutes the authority or permission to do an act otherwise forbidden by section 15(2).

10

As regards the definition of "dispensation" see p. 335 Wharton's Law Lexicon, (14th ed.).

If the court is with me regarding the construction of the word "appeal" then submit under section 55 of the Interpretation Ordinance, the Administrative Appeal Rules do not apply being expressly excluded by that section.

20

If the court is not with me on this interpretation and is of the view that the appeal in the proviso is within the meaning of section 55 of Interpretation Ordinance so that A.A.R. apply to the extent that specific provision is not contained in SESCO, a written law, then submit further A.A.R. still do not apply. There are no provisions in A.A.R. similar to SESCO itself.

30

On the face of it, A.A.R. seem to apply under section 55(a) of Interpretation Ordinance. It is necessary to examine A.A.R. to see whether a contrary intention appears. If there appears such a contrary intention, then by virtue of section 2(1) of Cap. 1, the A.A.R. shall not apply.

Submit such a contrary intention appears in the A.A.R. since they do not apply.

"Applicant" is defined - see Rule 2 of A.A.R. Mean and not include. "Applicant" would mean SESCO.

40

"Respondent" is also defined.

"Public servant" is defined in section 3(1) of Cap. 1.

Plaintiff licensee by no stretch of the imagination comes within the meaning of a public servant. Accordingly, he does not come within

the meaning of a respondent as defined in A.A.R.

In the High Court in Borneo

The whole tenor of A.A.R. including the definition of respondent do not fit into the facts of this case.

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"Any person" in Rule 4(a) and (b) of A.A.R. must be construed as referable to that category of person coming within the category of respondent.

10 Accordingly, the A.A.R. do not apply when there is an appeal to the Governor-in-Council unless the respondent comes within the category of respondent in Rule 2. SESCO must ask the licensee for his consent and the licensee is the sole judge in that respect.

20 Before the principle of natural justice can be invoked, the inquiry prior to the appeal must also be governed by the rules of natural justice. In the present case, there was no inquiry initially. Latin maxim - no person shall be a judge of his own cause applies here.

30 The A.A.R. are the embodiment of the principles of natural justice. Generally, where there is no provision in the written law relating to procedure on an appeal, and where the contrary intention does not appear, A.A.R. shall apply. In the present case, as already submitted, the A.A.R. do not apply and in the absence of specific provision, relating to procedure on appeal, in the written law, viz. SESCO, it is submitted that no question of failure to observe the principles of Natural Justice can arise.

See Mohd. Ashraff & anor v. Commissioner for Federal Capital, K.L. (1972) 2 MLJ 69. Tan Hee Lock v. Commissioner for Federal Capital, K.L. (1972) 2 MLJ 103. The first case was applied in the second case.

Court

40 Court is adjourned to 2.15 p.m.
(Sgd) George Seah, J.
30/6/78

Resumption of hearing
Parties as before
Time: 2.15 p.m.

In the High
Court in
Borneo

AAG

Resumption of submission.

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(cont'd)

If it is the intention of the Legislature that the principles of natural justice should apply in the context of an appeal to the Governor-in-Council under section 15(2) of SESCO, there can be no doubt that the Legislature would have made specific provisions in the SESCO itself as in the case of the Land Code (see sections 203 to 206). Alternatively, if the Legislature is minded that the A.A.R. should apply in an appeal to the Governor-in-Council, it would have expressly so provided as in section 39(2) of the Education Ordinance (Sarawak No. 20/61) (Repealed).

10

See Anandarajan & Ors. v. Mahadevan (1971) 2 MLJ 8 and (1974) 11 MLJ 1. Submit an appeal does not involve any hearing by the Governor-in-Council of a judicial or quasi-judicial nature; consequently the principles of natural justice are not applicable and the Governor-in-Council in this context is in no sense a tribunal.

20

I'll now deal with para 7 of the Defence.

Submit the Governor-in-Council dispensing with the consent of the plaintiff/licensee under section 15(2) of SESCO is in accordance with the law and was valid.

Deal with para 5 of the Defence.

If the court accepts the submission on para 6 of the Defence and holds that the Governor-in-Council's dispensation of the plaintiff's consent is valid, the allegation of encroachment into the exclusive area of supply of energy granted by the Governor to the plaintiff on 20/1/61 is not established.

30

The Governor granted to SESCO Supplementary Licence on 10/5/74 under the Electricity Ordinance. This Licence was granted after consent had been dispensed with.

Paragraph 8 of the Defence:

40

Submit the dispensation of the licensee's consent is a matter wholly within the competence and discretion of the Governor-in-Council and is not within the competence of the court. It can only be impugned on the grounds of bad faith or non-compliance with statutory requirements. The

plaintiff does not allege these grounds and no evidence was led before the court. The plaintiff alleges that the dispensation with the plaintiff's consent is contrary to principles of natural justice (see para 9 of the Statement of Claim).

Submit the dispensation of plaintiff's consent is intra vires and valid.

10 The plaintiff has admitted that he refused and withheld consent because he is able and willing to supply energy at reasonable terms and within reasonable time but he did not specify what are these reasonable terms and reasonable time. There was a boycott at the time. Security situation serious. Plaintiff made no effort to settle the dispute. He was unsympathetic, oppressive and selfish. His rates are higher than SESCO Class 3 rates. Plaintiff was in breach of the terms of his licence when he charged rates over and above the rates allowed in the licence.

Government policy of rural electrification.

Paragraph 3 of the Defence:

Submit dispensation of plaintiff's consent constitutes authority or permission to SESCO to supply energy to those consumers in the area of supply of the plaintiff's licence. Submit plaintiff's licence lapsed.

Paragraph 2 of the Defence:

30 Upon the issue of the Supplementary Licence to SESCO on 10/5/74 submit the plaintiff's licence had been superseded. Consequently, it is no longer in force.

No. 23

Reply by Counsel for the Plaintiff -
30th June 1978

Lee

Reply.

Refer to K.341/76 - para 10 (SESCO).

40 Refer to K.380/76 - para 10 (Sarawak Government).

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the Plaintiff
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No. 23
Reply by
Counsel for
the Plaintiff
30th June 1978
(cont'd)

The crux of the matter is whether the principles of natural justice apply when the Governor-in-Council dispensed with plaintiff's consent under section 15(2) of Sesco.

If the principles of natural justice apply, the plaintiff will submit both against the Government and Sesco, because the Governor-in-Council would be acting ultra vires and the 6th Supplementary Licence granted to Sesco would be void.

10

Refer to section 15 of Sesco.

When Sesco Ordinance was enacted in 1962/1963, the plaintiff's licence was already in existence.

Submit Sesco Ordinance does not apply to the plaintiff's licence because the Ordinance was enacted after the licence had been issued. No authority to support this proposition.

Concede licence was issued under Electricity Ordinance.

20

If Sesco applies to plaintiff's licence, section 15(2) shows that it protects existing licence issued under the Electricity Ordinance.

Refer to proviso to section 15(2).

Before the plaintiff can be deprived of his right under the Licence which will in the normal course of events, remain valid till 1985, it must be shown that there was a refusal or to withhold consent to Sesco to come into his area.

Secondly, it must be shown that plaintiff's refusal or withholding of consent was unreasonably. Thirdly, there must be a determination of the reasonableness or otherwise by the Governor-in-Council on an appeal by Sesco. Fourthly, in considering such an appeal, the Governor-in-Council was obliged to consider representations from Sesco and plaintiff (both parties must be heard) before it can make a determination.

30

Submit the Governor-in-Council should make known to the plaintiff the substance of Sesco appeal and the plaintiff must be given an opportunity of making his own representations, if so required. The plaintiff must be given a notice of hearing of the appeal.

40

From the evidence adduced, it appears that only the first ground had been satisfied. Submit the other grounds were not fulfilled.

In the High Court in Borneo

The fact that SESCO does not provide any machinery for an enquiry upon appeal made under section 15, nor does the mere use of the word that the Governor-in-Council if satisfied, excludes the application of the principles of natural justice.

No. 23
Reply by
Counsel for
the Plaintiff
30th June 1978
(cont'd)

10 Refer to Interpretation Ordinance (Section 55).

May appeal means by way of an appeal.

20 When SESCO was enacted, the draftsman must be aware of section 55 of the Interpretation Ordinance and if the intention of the Legislature were to exclude the A.A.R., the draftsman would use the phrase may appeal by way of petition. Even if the plaintiff cannot come within the definition of respondent in the A.A.R. as he is not a public servant, submit the A.A.R. should be read subject to section 15 of the SESCO.

The requirements under A.A.R. are akin to the principles of natural justice. Submit such requirements were never satisfied.

30 Alternatively, if A.A.R. do not apply, the principles of natural justice are still applicable in a case where a person's proprietary right had been adversely affected by a decision of a Governor-in-Council. In this case, the plaintiff had suffered because when SESCO moved into Saratok most of his customers had been taken away from him.

Refer to Ketua Pengarah Kastam v. Ho Kwan Seng (1977) 2 MLJ 152. Refer to Durayappah v. Fernando (1967) 2 A.E.R. 152.

Whether the principles of natural justice apply would depend upon the 3 matters stated in the judgment of Lord Upjohn at 156F-G.

40 Applying the test to the present case (1) as to the nature of the property. Plaintiff was granted an exclusive licence to supply electricity energy in Saratok. The plaintiff had expended large sum of money. Such right should not be interfered with without giving the plaintiff the right to be heard on the matter.

I'll deal with the second ground propounded by Lord Upjohn.

In the High
Court in
Borneo

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Reply by
Counsel for
the Plaintiff
30th June 1978
(cont'd)

Before the Governor-in-Council can be
satisfied they must have regard to matters set
out in section 15(2) and 15(3).

Before the Governor-in-Council can be
satisfied they must hear Sesco and plaintiff.

See Ridge v. Baldwin (1963) AET 113.

The Governor-in-Council should give
plaintiff notice of Sesco's appeal and an
opportunity to be heard before the Governor-in-
Council can be satisfied.

10

After dispensation with plaintiff's consent
the Governor-in-Council granted a Supplementary
Licence to supply electricity energy in Saratok,
in areas held by the plaintiff under licence.
Plaintiff was not informed of the decision of
the Governor-in-Council.

After Sesco moved into Saratok, Sesco
started to supply electricity energy at a rate
lower than that charged by the plaintiff under
licence resulting in previous customers leaving
him.

20

Refer to Durayappah's case at p.158.

According to A.A.R., the appeal should be
addressed to the Clerk of Councils. Submit the
Clerk should give notice of appeal to the
respondent.

Sesco wrote to Permanent Secretary to
Ministry of Communications and Works (Z12(b)).
The letter did not set out the grounds of appeal.
No photostat copy of the letter was sent for
record purposes.

30

It is not in dispute that neither the
plaintiff nor Sesco was asked to attend when
the Supreme Council was considering the issue of
dispensing with plaintiff's consent. Since there
were no grounds submit the Governor-in-Council
would not be satisfied.

AAG

Object - not pleaded.

Lee

Withdraw.

40

Court

Noted.

Lee

Refer to Hoggard v. Worsbrough Urban
District Council (1962) 1 AER 468/471.

Submit the common law principles should
apply in the absence of any written law to the
contrary.

I'll deal with executive act.

If the act of the Governor-in-Council
constitutes an executive act, submit the power
must be exercised subject to the limitations and
restrictions provided in the ordinance.

See A.G. V. De Keyser's Royal Hotel Ltd.
(1920) AER Rep. 80.

The power of the Governor-in-Council under
section 15(2) of SESCO is no different from that
exercised by a statutory body or tribunal.

See Ridge v. Baldwin at p. 116. "If all
the cases where the courts.....

Submit the principles of natural justice
equally apply to an executive act.

Submit the evidence adduced in court do not
support the allegations sent to the Ministry and
to the Governor.

Court

Reserve judgement.

(Sgd) George Seah. J.
30/6/78

No. 24

Delivery of Judgment - 14th December
1978

Thursday 14th December 1978

Resumption of hearing
Parties as before
Time: 2.15 p.m.

Court

Deliver judgment in favour of the plaintiff

In the High
Court in
Borneo

No. 23
Reply by
Counsel for
the Plaintiff
30th June 1978
(cont'd)

No. 24
Delivery of
Judgment
14th December
1978

In the High
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No. 24
Delivery of
Judgment
14th December
1978.
(cont'd)

and make the declarations contained in p. 41
of the judgment.

In the exercise of my discretion, I refuse
to grant an injunction against SESCO holding
that damages would provide an adequate remedy as
compensation.

Costs to be reserved.

(Sgd) George Seah, J.
14/12/78

Certified true copy:

Sgd.
P.A. to the Judge.
10/1/1979

10

No. 25
Judgment of
The Honourable
Mr. Justice
George K.S. Seah
14th December
1978

No. 25

Judgment of The Honourable Mr. Justice
George K.S. Seah - 14th December 1978

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

20

WONG AH SUAN

PLAINTIFF

versus

SARAWAK ELECTRICITY
SUPPLY CORPORATION

DEFENDANT

CIVIL SUIT NO. K.380 OF 1976

WONG AH SUAN

PLAINTIFF

versus

THE GOVERNMENT OF THE
STATE OF SARAWAK

DEFENDANT

(Consolidated pursuant to the Order of Court
dated the 13th day of March, 1978)

30

BEFORE THE HONOURABLE MR. JUSTICE GEORGE K.S. SEAH

IN OPEN COURT

J U D G M E N T

In C.S. No. K.341/76 the plaintiff, Wong Ah Suan is suing the Sarawak Electricity Supply Corporation and claims the following orders:

- 1) a declaration that the defendant is precluded by the terms of section 4 of the Electricity Ordinance and/or section 15 of the Sarawak Electricity Supply Ordinance 1962 from using, working or operating any installation for the supply of electrical energy to all that area of Saratok, Sarawak, delineated in the First Schedule to a licence dated the 20th January, 1961 and granted by the Governor to the plaintiff, pursuant to section 4 of the aforesaid Electricity Ordinance;
- 2) an injunction to restrain the defendant corporation by its servants, agents or otherwise from doing the acts, or any of them specified in paragraph 1 hereof, or acts preparatory to such acts;
- 3) damages;
- 4) costs and
- 5) such further or other relief to this Honourable Court may seem fit.

In C.S. No. K. 380/76 the said plaintiff has taken out a writ against The Government of the State of Sarawak and the amended indorsement of the plaintiff's claim reads:

- a) a declaration that the action of the Governor-in-Council purporting to dispense with the consent of the plaintiff under the proviso to section 15(2) of the Sarawak Electricity Supply Ordinance was ultra vires and void;
- b) a declaration that the act of the Governor in granting a licence dated the 10th May 1974 to SESCO to supply energy and light within the exclusive area granted to the plaintiff under licence dated the 20th January 1961 was ultra vires and void and
- c) costs.

By consent, a prayer for an order that the defendant shall forthwith formally communicate

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No. 25

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Mr. Justice
George K.S. Seah
14th December
1978
(cont'd)

with Sarawak Electricity Supply Corporation that the dispensation of the consent mentioned in paragraph 1 hereof was ultra vires and void and to withdraw such dispensation was struck out.

On the application of the Assistant State Attorney-General representing the Sarawak Government, it was ordered that Civil Suit No. K.380/76 be consolidated with Civil Suit No. K.341/76.

At the hearing of the consolidated action, by consent, it was agreed that the question of damages in C.S. No. K.341/76 be deferred until after the main issue of the case as well as in C.S. No. K.380/76 has been determined by the court.

10

In dealing with the consolidated action, it is necessary to set out the facts in some detail and the circumstances surrounding the issue of the Sixth Supplemental Electricity Licence dated May 10, 1974 by the Governor to Sarawak Electricity Supply Corporation or SESCO in short.

20

The facts insofar as they are relevant to the consolidated action are these:

1) On January 20, 1961 the Governor of the Colony of Sarawak granted to the plaintiff, Wong Ah Suan of No. 4 Gartak Street, Kuching, Sarawak a sole and exclusive licence under the Electricity Ordinance (Cap. 137) with full power to use, work and operate a generating plant of 50 kilowatts capacity (hereinafter referred to as the said licence) and to supply to or for the use of other persons residing in area delineated in red in the Lands & Surveys Plan of Saratok Town Land described as Miscellaneous Plan No. 552/1 and bearing the Chief Electrical Inspector's stamp and signature dated August 16, 1960 (hereinafter called the designated area) and subject to such terms and conditions contained therein. The licence was to continue in force for a period of twenty-five years expiring on December 31, 1985 with option to renew for another five years. Although the licence was dated January 20, 1961 it shall be deemed to take effect from January 1, 1961. The licence had been admitted and marked as Ex.Pl.

30

40

2) Following the granting of the licence, the plaintiff proceeded to install a generating plant and began to supply electric energy

50

to the consumers residing in Saratok bazaar, government offices and quarters, local council buildings and street lighting. The plaintiff formed a firm called M. Swan Electricity Supply, Saratok to look after the business side of the licence.

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(cont'd)

- 3) The plaintiff erected and maintained supply lines and posts and other apparatus in Saratok bazaar in order to bring his electric energy to the consumers and for the purpose of street lighting. Although the licence was silent as to who should bear the cost, I am satisfied on the evidence that initially, the plaintiff did receive some form of a subsidy approved by the then Chief Electrical Inspector, Sarawak.
- 4) Ever since the plaintiff started to supply electric energy to the peoples living in Saratok bazaar after the issue of the licence, the plaintiff had received a number of verbal complaints relating to frequent fluctuation of the voltage. I find that the plaintiff did not install a 50 kilowatts generating plant until April 1970 (Ex. P2). Despite this, the problem still continued until the plaintiff suspended the electric supply to a wood-working factory who used a direct-on-line starter instead of a Star-Delta starter, and who switched on and off the machine operating the circular saw at frequent intervals. However, I am constrained to find that these complaints were not serious enough and on the evidence, I find that no official report had been made to the Chief Electrical Inspector, Sarawak regarding these matters. However, after the plaintiff had suspended the supply of electricity to the wood-working factory, it seems that voltage fluctuation had been minimized.
- 5) On June 10, 1970 there was a great fire which destroyed a substantial part of Saratok bazaar, and hardships were suffered by the shopkeepers who lost both most of their belongings and shops. To ameliorate the suffering of the people, the authority allowed temporary shops to be constructed on the burnt-site. At this juncture, it was alleged that instead of helping the shopowners the plaintiff tried to exploit them by increasing the wiring charges and insisting

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Court in
Borneo

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that (a) the charge for one lighting point should be \$45 and that there should be a minimum of four lighting points; (b) the connection fee should be \$100. It was alleged that the rate for one lighting point was only \$30 and \$70 for each connection fee (see Ex. D3). I have considered the testimonies of Gan Ah Liang (DW4), Goh Kia Heng (DW5) and Heng Ek Pee (DW10) and Ex. P10(a) and (b) and I have come to the conclusion that the complaint that the plaintiff had raised the rate of one lighting point from \$30 to \$45 had not been proved. On the other hand, the plaintiff himself had admitted in Ex. P10(b) that he had increased the connection fee from \$70 to \$100 as he no longer received any subsidy from the government. It seems that the licence and the Supplemental Electricity Licence did not lay down the charges which the plaintiff could impose on these items.

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6) After the completion of the temporary shops, I find that coffeeshops, restaurants and a few shops continued to make use of the electricity supplied by the plaintiff while the rest made do with pressure lamps.

7) Soon after the great fire, the Borneo Development Corporation Bhd. (BDC in short) constructed some 61 shops in the new Saratok bazaar, which is some distance from the old Saratok bazaar. On August 14, 1972 BDC wrote to the plaintiff requesting him to give quotations on the undermentioned items in connection with the supply of electricity to the new shops which were nearly completed, viz:

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- a) overhead lines,
- b) 5-foot way wiring and
- c) services connection to the 61 shophouses.

The plaintiff replied on September 4, 1972 and gave the following quotations, viz:

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\$9,540.00 for (a),

\$6,750.00 for (b) and

\$6,100.00 for (c).

The total amounted to \$22,390.00 which worked out to about \$380.15 for each shopowner

(Ex. P9). It seems that BDC informed the shopowners that each of them would have to contribute the sum of \$380.15 if they wanted the plaintiff to extend the supply of electricity to the new shops in the new Saratok bazaar. Various meetings were held and appeals were made to the plaintiff to bear the costs of (a) and (b) and to reduce the charge of (c) to \$70.00, but were of no avail.

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- 8) On October 19, 1971 the Governor of Sarawak issued the plaintiff with a Supplemental Electricity Licence (Ex. P6) which entitled the plaintiff to raise the rates of charges.

On January 2, 1972 the plaintiff caused an announcement to be made stating that the new revised tariff rates would take effect on February 1, 1972 (Ex. P7). This announcement was received with mixed feelings by the consumers residing in Saratok bazaar.

On May 2, 1972 the Chief Electrical Inspector, Sarawak, addressed a letter to the plaintiff inquiring whether in view of the Government Rural Electrification programme, he would be willing to surrender the licence voluntarily before its expiry date on December 31, 1985 (Ex. P11(a)). The plaintiff replied on May 24, 1972 stating that he would be prepared to do so on payment by the government of the sum of \$400,000.00 as compensation, I presume (Ex. P11(b)). The Chief Electrical Inspector gave an answer on June 19, 1972 saying that "the Government does not propose to take over the electrical installations in Saratok at present". (Ex. P11(c)).

- 9) On December 30, 1972 the shopowners of Saratok bazaar sent a petition to the Deputy Chief Minister and the Minister for Communications and Works urging the Sarawak Government to take over the role of supplying electricity to the township of Saratok and giving seven reasons for taking this course (Ex. D4(b)).

- 10) On January 23, 1973 most of the shopowners addressed a letter to the plaintiff informing him that they would cease using the electric energy from his generating plant as from March 1, 1973 (Ex. P3 and P4). Copies of this letter were sent to:

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- a) The Deputy Chief Minister & Minister
for Communications & Works;
- b) The State Secretary;
- c) The General Manager, SESCO;
- d) The Resident, 2nd Division, Simanggang;
- e) The District Officer, Saratok and
- f) The Secretary, Kalaka District Council,
Saratok.

- 11) On March 14, 1973 a joint application was
made by the Chinese and Malay community
leaders to the General Manager of Sarawak
Electricity Supply Corporation (hereinafter
called SESCO) requesting SESCO to operate a
generating plant in Saratok town (Ex. Z4).
Another letter supporting the joint
application was sent and signed by a number
of people on May 5, 1973 (Ex. Z5). 10
- 12) On March 17, 1973 SESCO addressed a letter
to Swan Electrical Works Sdn. Bhd. by
mistake as the letter was intended for the
plaintiff, inquiring whether the plaintiff
would be prepared to allow SESCO to take
over all his consumers so that the project
of starting a generating plant by SESCO
could be made economically viable (Ex. Z.11).
The plaintiff said that he did not receive
this letter. I disbelieve him. 20
- 13) On August 1, 1973 the General Manager of
SESCO sent a letter to the plaintiff
requesting the plaintiff to give his
consent in order to allow SESCO to move
into Saratok and to supply electrical
energy to the peoples living in the town
(Ex. Pl4(a)). The plaintiff replied
through his advocates stating that "he is,
and has been, able and willing to supply
the requisite energy upon reasonable terms
and within reasonable time and that,
therefore, he is not prepared to give the
consent you seek" (Ex. Pl4(b)). On 30
September 8, 1973 the General Manager of
SESCO replied to plaintiff as follows: 40

"In reply to your letter dated 8th
August 1973 this is to inform you that
the electrical supply application from
the Saratok people have been considered
by the Corporation and the Saratok

applicants have been informed regarding the rate, terms and conditions upon which SESCO will supply the energy. We would like to add that SESCO is under a legal obligation to provide electricity to such applicants."
(Ex. Pl4(c)).

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- 10 14) Now, on July 23, 1973 the Ministry of Communications & Works sent a letter to the plaintiff informing him that the Government proposed to introduce the following electricity tariff rates for adoption by all non-SESCO public electricity supplies (Ex. Pl2(a)). It is not disputed that these proposed revised tariff rates are much lower than the rates approved by the Governor vide Supplemental Electricity Licence (Ex. P6), and advocates for the plaintiff replied on August 7, 1973 alleging that the Government "is acting in contravention of the Licence and the Supplemental Electricity Licence granted to him by successive Governors."
(Ex. Pl2(b)).
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- 30 15) Meanwhile, on August 11, 1973 SESCO addressed a letter to the Permanent Secretary of the Ministry of Communications & Works requesting that a dispensation of consent from the plaintiff be obtained from the Governor-in-Council under section 15(2) of the SESCO Ordinance (Ex. Z12(b)). About two months later on October 6, 1973 the Ministry of Communications & Works forwarded certain proposals to SESCO (Ex. Z14(a)). The Board of SESCO considered these proposals and turned them down; the Board decided to take over the supply of electric energy in Saratok district exclusively.
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- 16) On December 27, 1973 the Governor-in-Council was satisfied that the plaintiff had unreasonably refused or withheld his consent and thus dispensed with his consent. The Permanent Secretary to the Ministry of Communications & Works informed SESCO officially of the decision of the Governor-in-Council only on November 11, 1974 (Ex. Z12(c)).
- 50 17) On May 10, 1974 the Governor of Sarawak granted to SESCO the Sixth Supplemental Electricity Licence extending, inter alia, the area of operation to include the district

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of Saratok and it was the Chief Electrical
Inspector, Sarawak who notified SESCO of
the said licence on May 16, 1974 (Ex. Z13).

- 18) Relying on the Sixth Supplemental
Electricity Licence (Ex. Z13) SESCO moved
into Saratok Town and began to supply
electric energy to the consumers in the
district of Saratok in November 1975.
- 19) On November 3, 1975 advocates for the
plaintiff addressed a letter to the
General Manager of SESCO demanding the
corporation to cease operation forthwith and
unless a satisfactory reply was received by
November 4, 1975 at 4 p.m., their
instructions were to institute court
proceedings without further warning
(Ex. P14(d)). 10
- 20) SESCO replied through its advocates on
November 19, 1975 alleging that since "your
client had unreasonably refused or withheld
his consent to allow our clients to supply
electricity to the area concerned.
Pursuant to section 15 of SESCO Ordinance
1962 our clients have obtained dispensation
of the consent of your client. There is no
basis for our clients to cease operation as
demanded by your client in paragraph 3 of
your said letter." (Ex. P16(a)). 20
- 21) On July 14, 1976 the plaintiff instructed
a new firm of advocates to address a letter
to the Government of Sarawak through the
Ministry of Communications & Works and
paragraph 3 reads: 30
- "Please take notice therefore that
if within the period of ten days from
the date of this letter you do not cause
SESCO to cease the supply and to remove
all their structures and erections we
shall take the necessary steps to
institute an action. Our client
stands ready and willing to supply
the electricity in place of SESCO. In
fact he has at all times been ready
and willing to so supply."
(Ex. P15(a)). 40

The Ministry of Communications & Works
replied on July 19, 1976 as follows:

"... and wish to advise that SESCO
has all the statutory powers under the

SESCO Ordinance to provide electricity whenever it is required. SESO is obliged, under the Ordinance, to comply with the provisions of the Ordinance and, therefore, it is not correct to say that the Ministry allowed SESO to supply electricity to Saratok. The Ministry cannot interfere where SESO acts in compliance with the provisions of the Ordinance." (Ex. P15(b)).

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- 22) On August 11, 1976 advocates for the plaintiff addressed a letter to the Government of Sarawak care of the Chief Minister's office, Kuching and the relevant parts read:

"By this very action the Governor in Council and hence the Government of the State of Sarawak has breached the licence and our client is entitled to commence proceedings for damages. Before doing so our client is obliged to proceed under the arbitration clause contained in clause 17 of the said licence - UNLESS you would be prepared to agree with our client in writing to do away with the said clause whereupon we could all proceed to court and save a lot of costs and time.

We have on the 10th August 1976 approached Patrick B.C. Tan Esq. of Messrs. Yong & Co., Kuching who has agreed to be appointed as arbitrator for this matter. We therefore write to inquire whether you can agree to Mr. Tan being so appointed. If you do not render a reply to this matter within ten days from the date of this letter we shall be forced to conclude that you do not agree whereupon our client shall proceed further as advised." (Ex. P15(f)).

- 22) The Office of the Chief Minister replied on September 4, 1976 stating that the matter was receiving attention (Ex. P15(g)).
- 23) On August 24, 1976 the plaintiff took out a writ against SESO and on September 24, 1976 another writ was issued against the Government of the State of Sarawak.

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Whereas the Licence granted to the plaintiff by the Governor of Sarawak was made under section 4 of the Electricity Ordinance (Cap. 137) SESCO, on the other hand, is established under the Sarawak Electricity Supply Corporation Ordinance (No. 25/62). Now section 15 of the Ordinance reads:

"15(1) Subject to the provisions of subsection 2, in so far as it is able to do so, the Corporation shall supply energy to any person, other than a licensee, requiring a supply of energy (in this section referred to as a consumer), if such consumer undertakes to enter into a contract with the Corporation, giving such security as the Corporation may require to take, or continue to receive, and to pay for a supply of energy upon such terms and conditions as the Corporation may determine.

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(2) The Corporation shall not supply energy to a consumer, other than the licensee, in any area which for the time being forms part of the area of supply of a licensee, except with the consent of such licensee:

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Provided where the consent of a licensee is required under this subsection and such licensee refuses or withholds such consent, the Corporation may appeal to the Governor-in-Council, and the Governor-in-Council, if satisfied that the consent of such licensee is unreasonably refused or withheld, may dispense with such consent.

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(3) For the purposes of this proviso to subsection 2, consent shall be deemed to be unreasonably refused or withheld if the licensee is not willing and able to supply the requisite energy upon reasonable terms and within a reasonable time, having regard, amongst other things, to the terms upon, and the time within, which the Corporation is willing and able to supply such energy."

In Stephen Kalong Ningkan vs. Government of Malaysia
(1968) 1 MLJ 119, the late Ong Hock Thye F.J.
(Malaya) said at p.128:

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"My view, in general, is that the acts of the Executive which directly and injuriously affect the person or property or rights of the individual should be subject to review by the courts..."

Thus, it was said by Lord Haldane in Local Government Board vs. Arlidge (1915) AC 120 at p. 132-133:

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10 "My Lords, when the duty of deciding an appeal is imposed, those whose duty it is to decide it must act judicially. They must deal with the question referred to them without bias, and they must give to each of the parties the opportunity of adequately presenting the case made. The decision must be come to in the spirit and with the sense of responsibility of a tribunal whose duty it is to mete out justice. But it does not follow that the procedure of every such tribunal must be the same. In the case of a Court of Law tradition in this country has prescribed certain principles to which in the main the procedure must conform. But what that procedure is to be in detail must depend on the nature of the tribunal. In modern times it has become 20 increasingly common for Parliament to give an appeal in matters which really pertain to administration, rather than to the exercise of the judicial functions of an ordinary Court, to authorities whose functions are administrative and not in the ordinary sense judicial."

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30 Lord Haldane L.C. said that he agreed with the view expressed by Lord Loreburn L.C. in Board of Education vs. Rice (1911) AC 179 where the latter laid down that, in disposing of a question which was the subject of an appeal to it, the Board of Education was under a duty to act in good faith, and to listen fairly to both sides, inasmuch as that was a duty which lay on everyone who decided anything. But as Lord Loreburn went on to say, he did not think it was bound to treat such a question as though it were a trial. The Board has no power to administer an oath, and need not examine witnesses. The Board could, Lord Loreburn 40 thought, obtain information in anyway it thought best, always giving a fair opportunity to those who were parties in the controversy to correct or contradict any relevant statement prejudicial to their view.

50 I would start an examination of the authorities dealing with property rights and privileges with Cooper vs. Wandsworth Board of Works (1863) 14 C.B.N.S. 180. Where an owner had failed to give proper notice to the Board they had under an Act of 1855 authority to demolish any building he had erected and recover the cost from him. This action was brought against the Board because they had used that power without giving the owner an opportunity of being heard.

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The Board maintained that their discretion to order demolition was not a judicial discretion and that any appeal should have been to the Metropolitan Board of Works. But the court decided unanimously in favour of the owner. Erle C.J. held at p.189 that the power was subject to a qualification repeatedly recognised that no man was to be deprived of his property without his having an opportunity of being heard and that this had been applied to "many exercises of power which in common understanding would not be at all a more judicial proceeding than would be the act of the district board in ordering a house to be pulled down". Willes J. said at p.190 that the rule was "of universal application, and founded upon the plainest principles of justice" and Byles J. said at p.194 that "although there are no positive words in a statute requiring that the party shall be heard, yet the justice of the common law will supply the omission of the legislature." This was followed in Hopkins vs. Smethwick Local Board of Health (1890) 24 QBD 712. Wills J. said at p. 714/715:

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"In condemning a man to have his house pulled down, a judicial act is as much implied as in fining him £5; and as the local board is the only tribunal that can make such an order its act must be a judicial act, and the party to be affected should have a notice given him; ... the judgment of Willes J. in Cooper's case (supra) goes far more upon the nature of the thing done by the board than on the phraseology of the Act itself. It deals with the case on principle; from the nature of the thing done it must be a judicial act, and justice requires that the man should be heard."

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In the Court of Appeal Lord Esher M.R. in dismissing an appeal expressly approved the principles laid down in Cooper's case.

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The principle was applied in different circumstances in Smith vs. The Queen (1878) L.R. 3 App. Cas. 614 P.C. That was an action of ejectment on the alleged forfeiture of a Crown lease in Queensland. The Governor was entitled to forfeit the lease if it had been proved to the satisfaction of a commissioner that the lessee had abandoned or ceased to reside on the land. The Commissioner did not disclose to the lessee the case against him so that he had no opportunity to meet it, and therefore his decision could not stand. The Commissioner was

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not bound by any rules as to procedure or evidence but he had to conduct his enquiry "according to the requirements of substantial justice."

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In De Verteuil vs. Knaggs (1918) AC 557 the Governor of Trinidad was entitled to remove immigrants from an estate "on sufficient ground shown to his satisfaction". Lord Parmoor said at p. 560 that -

10 "The acting Governor was not called upon to give a decision on an appeal between parties, and it is not suggested that he holds the position of a judge or that the appellant is entitled to insist on the forms used in ordinary judicial procedure" but he had "a duty of giving to any person against whom the complaint is made a fair opportunity to make any relevant statement which he may desire to bring forward and a
20 fair opportunity to correct or controvert any relevant statement brought forward to his prejudice."

Now s. 277 of the Ceylon Municipal Councils Ordinance reads:

30 (1) If at any time, upon representation made or otherwise, it appears to the Minister that a municipal council is not competent to perform, or persistently makes default in the performance of, any duty or duties imposed upon it, or persistently refused or neglects to comply with any provision of law, the Minister may, by Order published in the Gazette, direct that the Council shall be dissolved and superseded, and cease to have, exercise, perform and discharge any of the rights, privileges, powers, duties, and functions, conferred or imposed upon it, or vested in
40 it, by this Ordinance or any other written law."

The Supreme Court of Ceylon in the case of Durayappah vs. Fernando followed and agreed with the earlier decision of Sugathadasa vs. Jayasinghe (1958) 59 NLR 457, a decision of three judges of the Supreme Court upon the same section and upon the same issue, namely whether a council was not competent to perform its duties. That decision laid down at p. 471:

50 "as a general rule that words such as "where it appears to ..." or "if it appears

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to the satisfaction of ..." or "if the ...
considers it expedient that ..." or "if the ...
is satisfied that ..." standing by themselves
without other words or circumstances of
qualification, exclude a duty to act
judicially."

On an appeal to the Privy Council, Lord Upjohn in
giving the judgment of the Board said at p.348:

"Their Lordships disagree with this
approach. These various formulae are
introductory of the matter to be considered
and are given little guidance upon the
question of audi alteram partem. The
statute can make itself clear upon this
point and if it does cadit quaestio. If it
does not then the principle stated by Byles
J. in *Cooper vs. Wandsworth Board of Works*
(supra) must be applied. He said:

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"A long course of decisions,
beginning with Dr. Bentley's case
(1723) 1 Stra. 557; 8 Mod. Rep. 148
and ending with some very recent cases,
establish, that, although there are no
positive words in the statute
requiring that the party shall be heard,
yet the justice of the common law will
supply the omission of the legislature."

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If the law were otherwise then such cases
as *Capel vs. Child* (1832) 2 Crompt. & Jer.
558 where the words are in fact very similar
to the words of s. 277, must have been
differently decided. That case is in fact an
important landmark in the history of the
development of the principle audi alteram
partem. The solution to this case is not
to be found merely upon a consideration of
the opening words of s. 277. A deeper
investigation is necessary Outside
the well-known classes of cases, no general
rule can be laid down as to the application
of the general principle in addition to the
language of the provision. In their
Lordships' opinion there are three matters
which must always be borne in mind when
considering whether the principle should be
applied or not. These 3 matters are:
first, what is the nature of the property,
the office held, status enjoyed or services
to be performed by the complainant of
injustice. Secondly, in what circumstances
or upon what occasions is the person
claiming to be entitled to exercise the

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measure of control entitled to intervene. Thirdly, when a right to intervene is proved, what sanctions in fact is the latter entitled to impose upon the other. It is only upon a consideration of all these matters that the question of the application of the principle can properly be determined". (See Durayappah vs. Fernando (1967) 2 A.C. 337 at p.348/349).

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I would therefore proceed to examine the facts of this case upon these considerations.

As regards the first matter, the plaintiff was granted an exclusive licence under the Electricity Ordinance (Cap. 137) to operate a power station and to supply electric energy to consumers residing in the designated area of Saratok Town for a period of twenty-five years and thereafter for further successive terms of five years each as from January 1, 1961, by the Governor of Sarawak.

Upon the second matter, the Governor-in-Council of the State of Sarawak is entitled to intervene only when there is appeal by SESCO under the provisions of section 15(2) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62), in the event of the plaintiff refusing to give his consent to SESCO to come in and operate in the designated area of Saratok Town.

With regard to the third matter, if the Governor-in-Council is satisfied that the consent of the plaintiff is unreasonably refused or withheld, the Governor-in-Council may dispense with such consent thereby allowing SESCO to move in and supply electric energy to consumers living in the designated area of Saratok Town. No specific form of procedure has been laid down in Sarawak Electricity Supply Corporation Ordinance regarding the hearing of the appeal and counsel for the plaintiff has submitted that The Administrative Appeals Rules would apply. On behalf of the Government of Sarawak, the Assistant Attorney-General has argued that the Administrative Appeals Rules were not applicable. I would now consider these rival contentions.

Section 2 of the Administrative Appeals Rules reads. In these Rules -

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"applicant" means the person who initiates
an appeal to the Governor-in-
Council;

"respondent" means any public servant who is
concerned in such an appeal and,
where no such person is specified
in any written law, means the
head of any department which is
concerned;

"written law" means a written law in which an
appeal to the Governor-in-
Council is provided.

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In this case, it is plain that the "applicant" is
SESCO and the respondent is the plaintiff. As the
plaintiff is neither a public servant nor the
head of any government department, it follows
that the appeal to the Governor-in-Council by
SESCO is not and cannot be governed by the
Administrative Appeals Rules. That, however, is
not the end of the matter. In De Verteuil vs.
Knaggs (supra) at p. 560 Lord Parmoor in giving
the judgment of the Privy Council said:

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"The Ordinance does not prescribe any
special form of procedure, but there is an
obvious implication that some form of
inquiry must be made, such as will enable
the Governor fairly to determine whether a
sufficient ground has been shown to his
satisfaction for the removal of indentured
immigrants. The particular form of inquiry
must depend on the conditions under which
the discretion is exercised in any particular
case, and no general rule applicable to all
conditions can be formulated. In the
particular case under appeal the acting
Governor exercised his discretion on a
complaint made against the appellant by the
Protector of Immigrants with regard to the
treatment and condition of indentured
immigrants on his La Gloria estate. What
is the procedure which in such a case the
law will imply when the Legislature is
silent? The acting Governor was not called
upon to give a decision on an appeal between
parties, and it is not suggested that he
holds the position of a judge or that the
appellant is entitled to insist on the forms
used in ordinary judicial procedure. It
would not be possible to follow such procedure,
since the acting Governor has no power to
examine witnesses or to administer an oath.
There is, moreover, no allegation that the

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acting Governor did not act throughout in perfect good faith.

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10 On the other hand, the acting Governor could not properly carry through the duty entrusted to him without making some inquiry whether sufficient grounds had been shown to his satisfaction that immigrants indentured on the La Gloria estate of the appellant should be removed. Their Lordships are of the opinion that in making such an inquiry there is, apart from special circumstances, a duty of giving to any person against whom the complaint is made a fair opportunity to make any relevant statement which he may desire to bring forward and a fair opportunity to correct or controvert any relevant statement brought forward to his prejudice. It must
20 however, be borne in mind that there may be special circumstances which would justify a Governor acting in good faith, to take action even if he did not give an opportunity to the person affected to make any relevant statement, or to correct or controvert any relevant statement brought forward to his prejudice. For instance, a decision may have to be given on an emergency, when promptitude is of great
30 importance; or there might be obstructive conduct on the part of the person affected."

Thus, in Spackman vs. Plumstead Board of Works (1885) 10 App. Cas. 229 Earl Selborne L.C. said at p. 240;

40 "No doubt, in the absence of special provisions as to how the person who is to decide is to proceed, the law will imply no more than that the substantial requirements of justice shall not be violated. He is not a judge in the proper sense of the word; but he must give the parties an opportunity of being heard before him and stating their case and their view. He must give notice when he will proceed with the matter, and he must act honestly and impartially and not under the dictation of some other person or persons to whom the authority is not given by law. There must be
50 no malversation of any kind. There would be no decision within the meaning of the statute if there were anything of that sort done contrary to the essence of justice. But it

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appears to me to be perfectly consistent with reason, that the statute may have intentionally omitted to provide for form, because this is a matter not of a kind requiring form, not of a kind requiring litigation at all, but requiring only that the parties should have an opportunity of submitting to the person by whose decision they are to be bound such considerations as in their judgment ought to be brought before him. When that is done, from the nature of the case, no further proceeding as to summoning the parties, or as to doing anything of that kind which a judge might have to do, is necessary." 10

It is common knowledge that on August 1, 1973 SESCO addressed a letter to the plaintiff asking for his consent to move into Saratok Town so that SESCO could supply electric energy to consumers living in Saratok district (Ex. P14(a)). The plaintiff replied on August 8, 1973 through his advocates saying that "he is, and has been, able and willing to supply the requisite energy upon reasonable terms and within reasonable time and that, therefore he is not prepared to give the consent you seek" (Ex. P14(b)). Three days later, on August 11, 1973 SESCO sent a letter to the Ministry of Communications & Works which states inter alia, that "before we are able to proceed with any positive action, we would be grateful if a dispensation of consent from the present licensee could be obtained from the Governor-in-Council as stipulated under section 15 subsection 2 of the SESCO Ordinance to enable us to carry out operation in case the present licensee decides to serve an injunction on the Corporation" (Ex. Z12(b)). It is the case of the Government of Sarawak that the Governor-in-Council dispensed with the consent of the plaintiff on December 27, 1973 in order to enable SESCO to comply with the provisions of section 15(1) of SESCO Ordinance (Ex. Z12(c)). Now, how did the Governor-in-Council dispense with the consent of the plaintiff? 20 30 40

I would summarise the relevant facts culminating in the Governor-in-Council making an order dispensing with the consent of the plaintiff on December 27, 1973.

I find that on August 22, 1970 the consumers of Saratok Town addressed their first complaint against the plaintiff to the Sarawak Government through the Deputy Chief Minister who was also the Minister of Communications & Works (Ex. D3). In that letter, the consumers alleged inter alia, 50

10 that the plaintiff unreasonably increased the charges of installing lighting point from \$30 to \$45 per point with a minimum of at least four lighting points. They also complained that the plaintiff had raised the connecting fee from \$70 to \$100 per shop. It appears that the Minister minuted as follows: "P.S. How do we come in? Please advise. Sgd. S. Yong 7/9". At the bottom right-hand corner, the following words in pencil appear: "Action at (10). Replied at (23)". The court was not informed by the Permanent Secretary, William Tang (DW2) what action had been taken and the nature of the reply.

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20 On March 13, 1971 Councillor, Hj. Sapawi on behalf of the peoples of Kampong Jalan Sawmill, Saratok sent a letter to the plaintiff requesting for extension of the overhead line in order to facilitate the supply of electric energy to about thirty prospective consumers residing there (Ex. D5(b)(2)). This was followed by a letter by the Chief Electrical Inspector, Sarawak dated May 21, 1971 (Ex. D5(b)(4)). A reminder was sent to the plaintiff by Councillor Hj. Sapawi on December 16, 1971 (Ex. D5(b)(3)). On March 15, 1973 the Councillor addressed a letter to the Deputy Chief Minister on the same subject (Ex. D5(b)) and the DCM minuted to the Permanent Secretary of the Ministry of Communications & Works as follows: "Please advise what is the legal position? Is the licensee obliged to supply under the licence. Sgd. SYong 8/4". The Permanent Secretary did not tell the court the advice he gave to the Minister but the plaintiff explained that Kampong Jalan Sawmill, Saratok lay outside the designated area of the licence and that he was under no legal obligation to comply with the request. Besides, the plaintiff stated that the poor kampong folks were unable to contribute to the overhead line costs and also requested that they be allowed to pay the installation of lighting points and connecting fee by instalments. Since the Chief Electrical Inspector, Sarawak did not seem to have pursued the matter further apart from the letter dated May 21, 1971, I tend to accept the explanation of the plaintiff on this matter.

50 Next, on December 30, 1972 the shopowners of Saratok Town as well as the peoples living in its suburb and kampongs sent a petition to the Deputy Chief Minister requesting the Sarawak

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Government to take over the role of supplying electric energy in Saratok on the grounds, inter alia, that the plaintiff, as the existing supplier, was wielding monopolistic power and was charging high tariffs (Ex. D4(b)). On Ex. D4(a) the Minister minuted to his Permanent Secretary as follows: "This is an appeal by Saratok shopkeepers regarding the electricity supply and charges. Explanation should be given that Swan & Co., has been granted a licence before our time and it is still current. So no question of revoking its licence. What can be done is to look into the question of charges which they claim to be too high. Sgd. SYong 2/4/73".

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Although the petition Ex. D4(b) was not copied to SESCO the General Manager, Lye Fah Yew (DW1) stated in evidence that he received a copy of it (Ex. Z1). According to Lye, there was a discussion between the Ministry of Communications & Works and SESCO in early 1973 about the possibility of SESCO moving into Saratok Town. Feasibility study was carried out by SESCO towards the end of March 1973 and the result was presented to Lye in May 1973. The result was that SESCO could supply electric energy to the consumers in Saratok but would suffer an estimated loss of approximately \$6,000 each month. This was communicated to the Minister of Communications & Works.

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On January 23, 1973 the shopowners of Saratok Town who were also consumers of the electric energy supplied by the plaintiff addressed a letter to the plaintiff informing him that with effect from March 1, 1973 they would cease making use of the electric energy (Ex. P3). This letter was copied to the Minister of Communications & Works and SESCO as well as other prominent persons in Saratok and Sarawak.

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On March 5, 1973 the elected representatives of the Saratok Bazaar shopowners appealed to the Deputy Chief Minister and the Minister of Communications & Works to give them an appointment so that their delegates could present their case and express their views on their dispute with the plaintiff (Ex. D6). According to the Permanent Secretary, William Tang (DW2) the Minister met the delegation in March 1973. Following this meeting, the Minister met the plaintiff sometime in the middle of 1973. The main topic discussed at this meeting was to inquire whether the plaintiff was prepared to surrender his Licence before the expiry date on

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December 31st, 1985 and on what terms. The plaintiff replied that he had on May 24, 1972 (Ex. P11(b)) informed the Chief Electrical Inspector, Sarawak that he would be willing to surrender the Licence voluntarily before the expiry date in connection with the Government's rural electrification programme at the price of \$400,000.00. On June 19, 1972 the Chief Electrical Inspector, Sarawak sent a reply to the plaintiff in which he said that "... I am directed to inform you that the Government does not propose to take over the electrical installations in Saratok at present" (Ex. P11(c)) and I assume the Minister adopted the same stand at his meeting with the plaintiff in 1973.

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Meanwhile, on March 14, 1973 the former consumers of the plaintiff and would-be consumers in Saratok district through their representatives addressed a petition to the General Manager of SESCO inviting SESCO to come into Saratok Town to operate and supply electric energy to them (Ex. Z4). The petition contained six grounds of complaints against the plaintiff. Suffice it to say that the principal ground of complaint was that the rates charged were too expensive and the services unsatisfactory to cope with local requirements. Supporting letters were received by SESCO on May 5, 1973 (Ex. Z5).

On March 17, 1973 SESCO sent a letter to Swan Electrical Works Sdn. Bhd., Kuching by mistake instead of sending it to M. Swan Electricity Supply (Ex. Z11). The plaintiff denied having received this letter but I do not believe him. The letter contained certain suggestions and it ended as follows:

"We would be glad to have your views to our preliminary suggestions as above so that we could consider the question of taking over the supply of electricity for Saratok. Perhaps it may be worthwhile for you to call on us for a discussion."

According to the recollection of the General Manager of SESCO, the plaintiff came to his office and they discussed about the possibility of plaintiff relinquishing his Licence to enable SESCO to go into Saratok. Plaintiff refused to give his consent for SESCO to move into Saratok.

The plaintiff's version was that the

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General Manager asked him how many consumers he had in Saratok and he had not been told of SESCO's intention of moving into Saratok. On the other hand, plaintiff said he told the General Manager if SESCO were to supply electric energy to the people in Saratok, the tariff would be very much lower than the ones charged by him.

I prefer the version related by the General Manager of SESCO to that of the plaintiff as the plaintiff's version is most illogical. On the evidence, I assume that the General Manager of SESCO must have conveyed to the Ministry of Communications & Works the outcome of his meeting with the plaintiff.

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I pause here to deal with one aspect of the testimony of the Permanent Secretary, William Tang (DW2). He said that he had a meeting with the plaintiff. On December 12, 1972 he sent a letter to the plaintiff which reads:

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"I should be grateful if you would kindly call at this Ministry as soon as you possibly can to discuss the question of extending the electricity supply to the new shophouses in Saratok. It is understood that the cost of putting in belian posts and main lines is \$22,390. If this estimate is made by you, please let me have the details of how you arrive at this figure.

30

I look forward to meeting you in my office (Room 603 6th Floor, Secretariat)." (Ex. P8).

It seems to me that the Permanent Secretary must have got the figure of \$22,390/- from Borneo Development Corporation Sdn. Bhd. who were the developers of the 61 new shophouses in the new Saratok bazaar. And on September 4, 1972 the managing director of Swan Electrical Works Sdn. Bhd., addressed a letter to BDC setting out details how the sum of \$22,390/- was arrived at. It was made up of the following:

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a)	Overhead line	\$ 9,540.00
b)	Five-foot way wiring	\$ 6,750.00
c)	Services connection to 61 shophouses	<u>\$ 6,100.00</u>
		<u>\$22,390.00</u>

(Ex. P9)

At the meeting, the Permanent Secretary said that the plaintiff was not agreeable to reduce his estimate of \$22,390/- but the plaintiff recollected that he suggested that a third party should be asked to make the assessment. I prefer the version of the plaintiff to that of the Permanent Secretary and it seems that the suggestion was not taken up by the Ministry.

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10 In order to resolve the dispute between the plaintiff and his consumers in Saratok Town, the Ministry of Communications & Works on July 23, 1973 put forward revised tariff rates for adoption by all non-SESCO public electricity supplies in Sarawak (Ex. P12(a)). It is not disputed that these proposed rates were much lower than the rates fixed by the Governor in his Supplemental Electricity Licence dated October 19, 1971 (Ex. P6). The
20 upshot of this proposal came in the form of a letter from the plaintiff's advocates dated August 7, 1973 (Ex. P12(b)) and the relevant parts read:

30 "Our client is not prepared to accept the tariff rates set out in your letter under reference and says that the Government by setting out the said rates, is acting in contravention of the Licence and the Supplemental Electricity Licence granted to him by successive Governors.

40 Though facts such as that a copy of your said letter has been sent to the Sarawak Electricity Supply Corporation and that the said Corporation has since written to our client asking for consent pursuant to s. 15 of the Sarawak Electricity Supply Corporation Ordinance, seem to suggest that the Government and the Corporation are making a combined effort to make it impossible for the present Licensee to supply electrical energy in Saratok in accordance with the tariff rates set out in the said Licence/s and to take away his business under that pretext, our client sincerely hopes that the Government is not contemplating such a course.

50 The introduction by the Government of the tariff rates set out in your letter can only serve to create dissatisfaction among our client's customers/consumers. He therefore, requests that the Government should withdraw the said letter immediately.

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Our client reserves the right to take
appropriate legal action to protect his
rights."

On August 13, 1973 the Ministry of Communications
& Works replied and the relevant parts read:

"2. My letter...contains a request for
your client's co-operation in implementing
the new tariff rates introduced by the
Government. Please refer to paragraph 2
thereof. If he is not in a position to
accede to our request, he can advise us
accordingly. There is therefore no
question of the Government withdrawing the
said letter. Paragraph 3 of your letter
is irrelevant and therefore does not merit
a reply". (Ex. Pl2(c)).

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On August 1, 1973 the General Manager of SESCO
sent a letter to the plaintiff requesting him to
give his consent in order to allow SESCO to move
into Saratok and to supply electric energy to the
peoples living there (Ex. Pl4(a)). The plaintiff
replied through his advocates stating that "he
(plaintiff) is, and has been, able and willing to
supply the requisite energy upon reasonable terms
and within reasonable time and that, therefore,
he is not prepared to give the consent you seek
(Ex. Pl4(b)). On September 8, 1973 the General
Manager of SESCO replied as follows:

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"In reply to your letter dated 8th August
1973 this is to inform you that the
electrical supply application from the
Saratok people have been considered by
the Corporation and the Saratok applicants
have been informed regarding the rate,
terms and conditions upon which SESCO will
supply the energy. We would like to add
that SESCO is under a legal obligation to
provide electricity to such applicants.
(Ex. Pl4(c)).

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Since the plaintiff had refused to give his
consent to SESCO to move into Saratok, SESCO on
August 11, 1973 addressed a letter to the
Permanent Secretary of the Ministry of
Communications & Works as follows:

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SARATOK ELECTRICITY SUPPLY

"Further to our letter dated 10.8.73 and
for your record purposes, we enclose
herewith photostat copies of all the
petitions received from the people of

Saratok up-to-date, all pressing us to provide supply to their premises. However, before we are able to proceed with any positive action, we would be grateful if a dispensation of consent from the present licensee could be obtained from the Governor-in-Council as stipulated under section 15 subsection 2 of the SESCO Ordinance to enable us to carry out operation in case the present licensee decides to serve an injunction on the Corporation." (Ex. Z12(b)).

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The defendant, SESCO, considered this to be an appeal to the Governor-in-Council for dispensation under the provision of section 15 of the SESCO Ordinance.

However, on October 6, 1973 the Ministry of Communications & Works sent the following directive to SESCO which reads:

- a) as a compromise, SESCO, and the plaintiff be requested to consider the possibility of a joint venture in the operation of the Saratok Electricity Supply and
- b) SESCO as a joint partner, be requested to improve the Saratok supply with a view to taking over the station on the expiry of the present licence; the improvement could be under the Rural Electrification programme. (Ex. Z14(a)).

The General Manager of SESCO stated in his evidence that the Board of SESCO considered proposal (a) and turned it down as being unworkable. Instead, it decided to take over the supply of electricity in Saratok Town exclusively. I will assume that the decision of SESCO was duly conveyed to the Ministry.

On December 27, 1973 the Governor-in-Council dispensed with the consent of the plaintiff and the Sixth Supplemental Electricity Licence (Ex. Z13) was issued by the Governor of Sarawak to SESCO extending the area of operation to the district of Saratok. How was the decision of the Governor-in-Council come about? According to the Permanent Secretary to the Ministry of Communications & Works, William Tang (DW2) the Supreme Council of the Government of Sarawak was made aware of the problem regarding Saratok electricity in the early part of 1973 and the Supreme Council deliberated on the matter on at least four subsequent meetings.

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On September 27, 1973 the Clerk of Council conveyed to the Ministry the decision of the Supreme Council proposing a joint venture of electricity supply between SESCO and the plaintiff in Saratok. This proposal was communicated by the Permanent Secretary to SESCO but apparently not to the plaintiff. The Supreme Council on November 22, 1973 decided that if the proposed joint venture was unworkable, SESCO should take steps in accordance with section 15 of the SESCO Ordinance. On December 13, 1973 the Supreme Council was informed that SESCO considered the joint venture unworkable and allowed the request of SESCO to proceed under section 15 thereof. I would assume that the decision of the Supreme Council was to recommend to the Governor-in-Council to dispense with the consent of the plaintiff. This decision, according to William Tang was confirmed by a meeting of the Supreme Council held on December 24, 1973. This decision of the Supreme Council dated December 24, 1973 was referred to the Governor-in-Council for confirmation and on December 27, 1973 the Governor-in-Council concurred with the decision of the Supreme Council.

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Now, in its application to the Governor-in-Council for dispensation of the plaintiff's consent on August 11, 1973 (Ex. D8), SESCO annexed to it a number of photostat copies of the petitions received from the people of Saratok for the supply of electric energy. In the petitions, a number of complaints was made against the plaintiff and it is necessary for me to summarise them.

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In the petition to the Deputy Chief Minister of Sarawak dated December 30, 1972 it was alleged:

- 1) that the plaintiff had charged high tariffs compared with the rates charged in Sibuan by SESCO and that the kampong folks could not afford to pay these exorbitant rates;
- 2) that the high rates announced by the plaintiff was contrary to the policy of the government to provide cheap and subsidized electricity to the rural areas as declared in the Council Negri recently;
- 3) that the request of the plaintiff that the new shopowners should pay for the cost of installing the overhead lines, 5-foot wiring and connecting fees amounting to \$22,390/-

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was unreasonable in that the plaintiff was trying to shift his own responsibilities and was not in conformity with the general practice of SESCO;

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- 4) that the plaintiff was not concerned with the general plight of the public but only interested in making maximum profits and exploiting the situation caused by the great fire in which many shops were burnt to the ground;
- 5) that the plaintiff could not provide sufficient electricity for use in Saratok;
- 6) that the consumers in Saratok Town would suffer in the end unless the monopolistic power of the plaintiff was checked; and
- 20
- 7) that it was time for the government to review of the monopoly granted to the plaintiff by the colonial government, in the interest of the public as a whole.

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On January 23, 1973 the shopowners in Saratok Town informed the plaintiff that as from March 1, 1973 they would cease using the electric energy. In short, these shopkeepers boycotted the electric supply with effect from March 1, 1973. In that letter, they also alleged that (a) there were frequent voltage fluctuations (b) resulting to damages to electrical appliances and (c) after the great fire, the plaintiff seized the opportunity to make more money by unreasonably increasing the installation charges for lighting points etc.

In their petition to SESCO dated March 14, 1973 requesting for consideration to come into Saratok, it was alleged:

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- a) that the rates charged by the plaintiff were too expensive and the services unsatisfactory to cope with local requirements;
- b) that electricity supply should be operated for the benefits of the public and should be undertaken by SESCO.
- c) that the services should not only serve the people living in Saratok bazaar but also the kampong folks;

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- d) that if the plaintiff were to continue to operate the electricity supply in Saratok, there would be no possibility of such amenities being extended to the kampongs;
- e) that in order to encourage the development of local industries, the electricity supply should be operated by SESCO; and
- f) that if SESCO could not operate the electricity supply, all Rural Economic Development schemes would not be extended to Saratok!!

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I would like to observe in passing that all these petitions were well-supported by the peoples living in Saratok bazaar and the kampong folks.

Be that as it may, on May 17, 1973 SESCO addressed a letter to Chop Teck Leong, Saratok which reads:

"APPLICATION FOR ELECTRICITY SUPPLY IN SARATOK

We thank you for your letter of 5th May 1973 the contents of which are receiving our attention.

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SESCO do not have a licence to supply electricity in Saratok at present, but we are now negotiating with the Chief Electrical Inspector. We would consider your application as soon as we have been granted the licence." (Ex. D8(7)).

This letter was copied to Chairman, SESCO; Permanent Secretary, Ministry of Communications & Works and Chief Electrical Inspector, Sarawak.

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It is plain that in their petitions to the Deputy Chief Minister and the Minister of Communications & Works as well as to SESCO, the applicants residing in Saratok district had made a number of serious allegations, complaints and charges of inefficiency against the plaintiff.

On the evidence adduced before the court, I find:

- a) that the Ministry of Communications & Works and SESCO did not inform the plaintiff, either orally or in writing about these petitions and the charges contained therein;
- b) that SESCO did not inform the plaintiff, either orally or in writing that an appeal

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would be or had been lodged to the Governor-in-Council asking for dispensation of the plaintiff's consent pursuant to the proviso of subsection 2 of section 15 of the SESCO Ordinance;

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- c) that the Ministry of Communications & Works did not inform the plaintiff, either orally or in writing, about the appeal lodged by SESCO;
- 10 d) that neither the Ministry of Communications & Works and/or SESCO gave to the plaintiff proper opportunity to present his case in defence of the charges contained in the said petitions;
- 20 e) that the Clerk to the Governor-in-Council did not inform the plaintiff, either orally or in writing, when the appeal lodged by SESCO was being heard by the Governor-in-Council and no opportunity was given to the plaintiff to be heard about the charges made against him by the applicants residing in Saratok district or the reasons why he refused to give his consent to SESCO.
- 30 f) that the Ministry of Communications & Works had taken an active part in attempting to settle the dispute between the plaintiff and his consumers of Saratok Town and had an interest in seeing that the appeal by SESCO should succeed;
- g) that the Governor-in-Council, according to the Permanent Secretary to the Ministry of Communications & Works, confirmed the decision of the Supreme Council of Sarawak that consent of the plaintiff should be dispensed with;
- 40 h) that the plaintiff was not informed of the decision of the Governor-in-Council dated December 27, 1973 by the Clerk to the Governor-in-Council but the plaintiff came to know of the dispensation by way of a letter from the advocates of SESCO only on November 19, 1975.

In short, the appeal to the Governor-in-Council was determined, if I may be permitted to use a layman expression, behind the back of the plaintiff and without his knowledge.

Now, having regard to the facts of the case,

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I am satisfied that the three conditions posed by Lord Upjohn in Durayappah vs. Fernando (supra) had been satisfied and that in my opinion, the case falls within the principle of Cooper vs. Wandsworth Board of Works (supra) where it was held that no man is to be deprived of his property without having an opportunity of being heard. Support for this principle can also be found in Article 13(1) of the Federal Constitution which reads:

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"No person shall be deprived of property save in accordance with law."

In the Privy Council case of Durayappah vs. Fernando (supra) it was pointed out that charges of inefficiency...have been held subject to the audi alteram partem principle (see p. 351).

I would now apply the principle of audi alteram partem to the facts of this case.

Firstly, the plaintiff was entitled to notice of the hearing of the appeal and be given a fair opportunity of being heard. Authority for this proposition can be found in Spackman vs. Plumstead Board of Works (1885) 10 App.Cas. 227 where it was stated by the Earl of Selborne L.C. at p.240:

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"No doubt, in the absence of special provisions as to how the person who is to decide is to proceed, the law will imply no more than that the substantial requirements of justice shall not be violated. He is not a judge in the proper sense of the word; but he must give the parties an opportunity of being heard before him and stating their case and their view. He must give notice when he will proceed with the matter, and he must act honestly and impartially and not under the dictation of some other person or persons to whom the authority is not given by law. There must be no malversation of any kind. There would be no decision within the meaning of the statute if there were anything of that sort done contrary to the essence of justice..."

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Secondly, where a person is entitled to the benefit of the audi alteram partem rule, a reasonable opportunity should be given to him to know what charges he has to meet and he should also have a reasonable opportunity of meeting them (see Ridge vs. Baldwin (1964) AC 40 and Durayappah vs.

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10 Fernando (1967) 2 AC 337). In this case, it seems that the hearing of the appeal comprised written submissions only and in my judgment, it is necessary for the Governor-in-Council to give to the plaintiff all relevant information as to what has been submitted, in order that the plaintiff may be given a reasonable opportunity to answer, correct or contradict the charges against him. A fortiori, when the appeal to the Governor-in-Council by SESCO was to dispense with the consent of the plaintiff under section 15 of the SESCO Ordinance and in order to be satisfied that the consent of the plaintiff was unreasonably refused, the Governor-in-Council must know the reasons why the plaintiff refused to give his consent to SESCO.

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20 Thirdly, to act in accordance with the rules of natural justice, the Governor-in-Council must hear both sides and must not hear one side in the absence of the other. This rule was stated by Lord Loreburn L.C. in the Board of Education vs. Rice (1911) AC 179 at p. 182:

30 "Comparatively recent statutes have extended, if they have not originated, the practice of imposing upon departments or officers of State the duty of deciding or determining questions of various kinds. In the present instance, as in many others, what comes for determination is sometimes a matter to be settled by discretion, involving no law. It will, I suppose, usually be of an administrative kind; but sometimes it will involve matter of law as well as matter of fact, or even depend upon matter of law alone. In such cases the Board of Education will have to ascertain the law and also to ascertain the facts. I need not add that in doing either they must act in good faith and fairly listen to both sides, for that is a duty lying upon everyone who decides anything. But I do not think they are bound to treat such a question as though it were a trial. They have no power to administer an oath, and need not examine witnesses. They can obtain information in any way they think best, always giving a fair opportunity to those who are parties in the controversy for correcting or contradicting any relevant statement
50 prejudicial to their view."

As explained in Local Government Board vs. Arlidge (1915) AC 120 a Minister cannot do everything

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himself. His officers will have to gather and sift all the facts. On the evidence produced before the court, I am satisfied that the Governor-in-Council did not direct any officers in the Ministry of Communications & Works to obtain any other information or the Chief Electrical Inspector, Sarawak to check on the charges contained in the said petitions filed by the people of Saratok.

Now, according to the Permanent Secretary to the Ministry of Communications & Works, the Supreme Council of Sarawak on December 12, 1973 allowed the request of SESCO to proceed under section 15 of the SESCO Ordinance. In other words, the Supreme Council would recommend to the Governor-in-Council to dispense with the consent of the plaintiff and this decision of the Supreme Council was confirmed at a subsequent meeting held on December 24, 1973. It seems to me that the decision of the Supreme Council was conveyed to the Ministry of Communications & Works on December 24, 1973 even before the Governor-in-Council had made known its decision on the appeal. However, the Permanent Secretary to the Ministry of Communications & Works stated that His Excellency concurred with the decision of the Supreme Council on December 27, 1973.

It follows from my finding that there was a complete failure to follow the rules of natural justice.

True, following the receipt of the petitions from the peoples of Saratok district, the plaintiff had had several meetings with the Permanent Secretary to the Ministry of Communications & Works and the Deputy Chief Minister of Sarawak who was also the Minister of Communications & Works. In his meeting with the Permanent Secretary, the estimated costs of extending the overhead line, 5-foot wiring and services connection to 61 new shophouses were discussed. When the Deputy Chief Minister met the plaintiff in the middle of 1973, the former inquired from him whether the plaintiff was willing to surrender his licence voluntarily before the expiry date. It is plain that in his meetings with both the Deputy Chief Minister and the Permanent Secretary, the plaintiff was not given any opportunity to defend himself against the allegations, complaints made against him by the peoples of Saratok district.

In the light of these findings, it follows

that there was a complete failure to follow the rules of natural justice.

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The next question I have to decide is whether the Governor-in-Council was justified to disregard the principles of audi alteram partem. It was said by the Judicial Committee in De Verteuil vs. Knaggs (1918) AC 557 at p. 56:

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"... It must, however, be borne in mind that there may be special circumstances which would justify a Governor, acting in good faith, to take action, even if he did not give an opportunity to the person affected to make any relevant statement, or to correct or controvert any relevant statement brought forward to his prejudice. For instance, a decision may have to be given on an emergency, when promptitude is of great importance; or there might be obstructive conduct on the part of the person affected."

As regards the second limb, neither the Assistant Attorney-General for the Government of Sarawak nor counsel for SESCO have adduced any evidence in this court to show that the plaintiff had been acting oppressively or obstructive in his conduct thereby preventing the officers of SESCO or the Ministry of Communications & Works from carrying out proper investigation into the charges against the plaintiff which were contained in the said petitions.

With regard to the first limb, emergency connotes a state of affairs demanding drastic and immediate action. Although the Federation of Malaysia had been under a state of emergency by virtue of a Proclamation of Emergency made by the Yang di-Pertuan Agong in 1964 following the Indonesian Confrontation followed by another declaration of emergency after the May 13, 1969 incident, I hold that in deciding whether or not to depart from the rules of natural justice in determining the appeal of SESCO made under section 15 of the SESCO Ordinance, the test is whether an emergency existed in the district of Saratok at the material time. In short, I rule that the Governor-in-Council should take and consider only the local condition prevailing in Saratok at the relevant time.

I would summarise the relevant facts.

On December 30, 1972 the shopkeepers in

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Saratok sent a petition to the Deputy Chief Minister requesting the Sarawak Government to take over the supply of electricity from the plaintiff. A similar petition was addressed to the General Manager of SESCO on March 14, 1973.

On January 23, 1973 the consumers of the plaintiff in Saratok sent a letter to him informing the plaintiff that they would stop using his electric energy as from March 1, 1973. The Permanent Secretary to the Ministry of Communications & Works stated in his evidence that the boycott was fairly widely published in the local press. As a result, this incident was picked up by the National Security Council in Kuala Lumpur which in turn requested the State Government to take appropriate action in view of the security situation prevailing at that time. With respect, this piece of evidence was hearsay and I attach no weight to it for the purpose of this case. Be that as it may, I find that notwithstanding the boycott mounted by the consumers of the plaintiff in Saratok, there was no evidence of any incident there which required the attention of the police much less the State Government. Hence no action was taken by the government in dealing with the security situation there. If there was, no evidence was tendered to support it. The fact that it took approximately one year for the Supreme Council of Sarawak to recommend to the Governor-in-Council to dispense with the consent of the plaintiff would tend to rebut any suggestion of the existence of any emergency in the township of Saratok. On the evidence produced before the court, I hold and am satisfied that despite the boycott of the consumers, the situation in Saratok remained calm and a state of emergency did not exist there which demanded immediate and drastic action by the State Government. Under the circumstances, I find and rule that the Governor-in-Council was not justified to disregard the rules of natural justice when it considered the appeal of SESCO under section 15 of the SESCO Ordinance.

Now, what is the outcome of a decision given without regard to the audi alteram partem rule?

In Ridge vs. Baldwin (supra) it was decided that a decision given without regard to the principles of natural justice is null and void. Lord Selborne in Spackman vs. Plumstead District Board of Works (supra) said:

"There would be no decision within the meaning of the statute if there were anything of that sort done contrary to the essence of justice."

In the High Court in Borneo

No. 25
Judgment of
The Honourable
Mr. Justice
George K.S. Seah
14th December
1978.
(cont'd)

10 On the other hand, in the Privy Council case of Durayappah vs. Fernando (supra) it was held that the order of the Minister on May 29, 1966 in dissolving the Local Council without giving it a chance of being heard was not a nullity but was voidable only at the election of the Council or at the instance of the person against whom the order was made. As the plaintiff was affected by the decision of the Governor-in-Council in dispensing with his consent, he therefore was entitled to maintain this action. In the circumstances, I make an order declaring that the action of the Governor-in-Council purporting to dispense with the consent of the plaintiff under the proviso to section 15(2) of the Sarawak Electricity Supply Corporation Ordinance was null and void. I also declare that the act of the Governor of Sarawak in granting the Sixth Supplemental Electricity Licence dated May 10, 1974 to SESCO to supply electric energy in that area within the territory of Sarawak bounded by a circle with a radius of ten miles and with its centre at SESCO Power Station, Saratok was null and void insofar as it purported to cover the designated area in Saratok under the Licence granted to the plaintiff dated January 20, 1961.

20 I also make a declaration that the defendant, SESCO is precluded by the term of section 15 of the Sarawak Electricity Supply Corporation Ordinance 1962 from using, working or operating any installation for the supply of electrical energy to all that area of Saratok, Sarawak, delineated in the First Schedule to a Licence dated January 20, 1961 granted by the Governor of Sarawak to the plaintiff pursuant to section 4 of the Electricity Ordinance (Cap. 137).

40 Lastly, I should consider whether or not I should grant an injunction against SESCO.

50 In 1972 the plaintiff wrote to the Chief Electrical Inspector, Sarawak that he would be prepared to surrender the remaining term of his licence for a consideration in the region of \$400,000/- (Ex. P11(b)). The plaintiff said that this was a negotiable figure. It follows that in the exercise of my judicial discretion, I decline to make an injunction to restrain the defendant, SESCO by its servants, agents or otherwise, from

In the High
Court in
Borneo

No. 25
Judgment of
The Honourable
Mr. Justice
George K.S. Seah
14th December
1978
(cont'd)

doing any acts or to supply electric energy to all that area of Saratok, Sarawak delineated in the First Schedule to the said Licence granted to the plaintiff as I am quite satisfied that the plaintiff would not suffer irreparable damage by my refusal to grant the injunction but that damages would provide an adequate remedy for compensation.

For the above reasons, I would give judgment in favour of the plaintiff and make the abovementioned declarations accordingly.

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As regards costs, I would reserve it to a later date.

An attempt appears to be made by the Assistant Attorney-General at the hearing to justify the decision of the Governor-in-Council dated December 27, 1973 to dispense with the consent of the plaintiff when he called a number of witnesses to give evidence in support of some or all the charges contained in the petitions addressed to the Deputy Chief Minister of Sarawak and the General Manager of SESCO. The General Manager of SESCO said and I tend to agree with him, that these charges, complaints and allegations of inefficiency against the plaintiff ought to have been investigated by the Chief Electrical Inspector, Sarawak and he would then present his report to the Ministry of Communications & Works for transmission to the Governor-in-Council after giving to the plaintiff a fair opportunity for correcting or contradicting any relevant statement prejudicial to him. Be that as it may, the statute expressly provides that if the Governor-in-Council is satisfied that the consent of the licensee is unreasonably refused or withheld, His Excellency may dispense with such consent. It is plain that the test is for the Governor-in-Council to be satisfied and not for the court. With respect, the testimonies of the witnesses called by the Assistant Attorney-General would not advance the matter any further. In short, the proceeding before the Governor-in-Council was vitiated when His Excellency completely failed to observe the rules of audi alteram partem and that there existed no emergency in the district of Saratok to justify a departure from the principles of natural justice.

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(Sgd) GEORGE K.S. SEAH
(GEORGE K.S. SEAH)
JUDGE

50

Date: 14th December, 1978

FOR PLAINTIFF : Mr. C.E. Lee of Messrs.
Ee & Lim, Advocates,
Kuching.

In the High
Court in
Borneo

FOR DEFENDANT (in
C.S.K.341/76) : Mr. Matthew Chan of
Messrs. Chan, Jugah, Wan
Ullok & Co., Advocates,
Kuching.

No. 25
Judgment of
The Honourable
Mr. Justice
George K.S. Seah
14th December
1978.
(cont'd)

10

FOR DEFENDANT (in
C.S. K.380/76) : A.A.G. Mr. Denis Ong of
State Attorney-General's
Department, Kuching.

Hearing on 9th - 13th May, 8th, 9th and 30th
June, 1978.

Certified true copy:-

Sgd.
P.A. to the Judge
16/12/78

No. 26

20

Order of Court - 14th December 1978

No. 26
Order of
Court
14th December
1978.

M A L A Y S I A

IN THE HIGH COURT IN BORNEO

(KUCHING REGISTRY)

CIVIL SUIT NO. K.341 OF 1976

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

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AND

SARAWAK ELECTRICITY SUPPLY
CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

In the High
Court in
Borneo

CIVIL SUIT NO.K.380 OF 1976

BETWEEN

No. 26
Order of
Court
14th December
1978.
(cont'd)

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell, Kuching. Plaintiff

AND

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak. Defendant

(Consolidated pursuant to the Court Order dated 10
the 13th day of March, 1978)

BEFORE THE HONOURABLE MR. JUSTICE GEORGE K.S. SEAH
IN OPEN COURT

O R D E R

THIS CONSOLIDATED ACTION coming on for
hearing on the 9th, 10th, 11th, 12th and 13th
days of May, 1978 and on the 8th, 9th and 30th
days of June, 1978 in the presence of Mr. C.E.
Lee of Counsel for the Plaintiff, Mr. Matthew
Chan of Counsel for the Defendant Sarawak 20
Electricity Supply Corporation and Mr. Denis Ong
Jiew Fook of Counsel for the Defendant
Government of The State of Sarawak AND UPON
READING the pleadings herein AND UPON HEARING
the evidence adduced and arguments of Counsel
aforesaid IT WAS ORDERED that this action do
stand adjourned for judgment and the same
coming on for judgment this day in the presence
of Counsel aforesaid IT IS ADJUDGED AND DECLARED
that - 30

1. the action of the Governor-in-Council
purporting to dispense with the consent
of the Plaintiff under the proviso to
section 15(2) of the Sarawak Electricity
Supply Corporation Ordinance was null and
void;
2. the act of the Governor of Sarawak in
granting the Sixth Supplemental Electricity
Licence dated May 10, 1974 to the Sarawak
Electricity Supply Corporation to supply 40
electric energy in that area within the
territory of Sarawak bounded by a circle
with a radius of ten miles and with its
centre at the Sarawak Electricity Supply
Corporation Power Station, Saratok was
null and void insofar as it purported to

cover the designated area in Saratok
under the Licence granted to the
Plaintiff dated January 20, 1961;

In the High
Court in
Borneo

3. the Sarawak Electricity Supply
Corporation is precluded by the terms of
section 15 of the Sarawak Electricity
Supply Corporation Ordinance 1962 from
using, working or operating any
installation for the supply of
electrical energy to all that area of
Saratok, Sarawak, delineated in the First
Schedule to a licence dated January 20,
1961 granted by the Governor of Sarawak to
the Plaintiff pursuant to section 4 of the
Electricity Ordinance (Cap. 137);

No. 26
Order of
Court
14th December
1978.
(cont'd)

AND THIS COURT being satisfied that the Plaintiff
would not suffer irreparable damage but that
damages would provide an adequate remedy for
compensation in the exercise of its discretion
declines to grant an injunction to restrain the
Defendant Sarawak Electricity Supply Corporation
by its servants, agents or otherwise, from doing
any acts or to supply electric energy to all that
area of Saratok, Sarawak delineated in the First
Schedule to the said licence granted to the
Plaintiff AND IT IS FURTHER ORDERED that the
question of costs be reserved to a later date.

GIVEN under my hand and the Seal of the
Court this 14th day of December, 1978.

(L.S.)

(Sgd.) TAY CHO JOY
Assistant Registrar,
High Court, Kuching.

No. 27

Notice of Appeal by Appellant in Civil
Appeal No. 11 of 1979 (Sarawak Electricity
Supply Corporation) 28th December 1978

In the Federal
Court in
Malaysia

IN THE FEDERAL COURT IN MALAYSIA
(APPELLATE JURISDICTION)
(CIVIL APPEAL NO. _____ OF 197
BETWEEN

SARAWAK ELECTRICITY SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street, Kuching.

Appellant

No. 27
Notice of Appeal
by Appellant in
Civil Appeal No.
11 of 1979
(Sarawak
Electricity
Supply Corp'n)
28th December
1978.

In the Federal
Court in
Malaysia

No. 27
Notice of Appeal
by Appellant in
Civil Appeal No.
11 of 1979
(Sarawak
Electricity
Supply Corpn)
28th December
1978.
(cont'd)

AND

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching. Respondent

(In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching. Plaintiff 10

AND

SARAWAK ELECTRICITY
SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching. Defendant

Consolidated with Civil Suit No. K.380
of 1976 in the High Court in Borneo at
Kuching. 20

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching. Plaintiff

AND

THE GOVERNMENT OF
THE STATE OF SARAWAK,
c/o State Attorney-General's Office,
Legal Department,
Kuching. Defendant) 30

NOTICE OF APPEAL

Take notice that Sarawak Electricity
Supply Corporation, the abovenamed Appellant,
being dissatisfied with the decision of the
Honourable Mr. Justice George K.S. Seah given
in the High Court in Borneo at Kuching on the
14th day of December, 1978, appeals to the
Federal Court against the whole of the said
decision. 40

Dated this 28th day of December, 1978.

(Sgd)

CHAN, JUGAH, WAN ULLOK & CO.,
Advocates for the Appellant

To: The Chief Registrar,
Federal Court,
Kuala Lumpur.

The Registrar,
The High Court in Borneo,
Kuching.

Wong Ah Suan,
through his Advocates,
Messrs. Ee & Lim, Advocates,
Khoo Hun Yeang Street,
Kuching.

In the Federal
Court in
Malaysia

No. 27
Notice of Appeal
by Appellant in
Civil Appeal No
11 of 1979
(Sarawak
Electricity
Supply Corpn)
28th December
1978.
(cont'd)

Filed the 28th day of Dec. 1978
and Entered in the list of Civil
Appeals on the 28th day of Dec.
1978. Deposit of \$300 lodged the
28th day of December 1978 vide
Receipt No. 946720/819 dated
28/12/1978

Sgd. ?

The address for service of the Appellant
is through its Advocates, Messrs. Chan, Jugah,
Wan Ullok & Co., Advocates, O.C.B.C. Building,
Khoo Hun Yeang Street, Kuching, Sarawak.

No. 28

Notice of Appeal by Appellant in Civil
Appeal No. 18 of 1979 (Government of
the State of Sarawak) 12th January 1979

No. 28
Notice of Appeal
by Appellant in
Civil Appeal No.
18 of 1979
(Government of
the State of
Sarawak) 12th
January 1979

IN THE FEDERAL COURT OF MALAYSIA

(APPELLATE JURISDICTION)

CIVIL APPEAL NO. OF 1979

BETWEEN

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak.

Appellant

AND

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell, Kuching.

Respondent

In the Federal
Court in
Malaysia

No. 28
Notice of Appeal
by Appellant in
Civil Appeal No.
18 of 1979
(Government of
the State of
Sarawak) 12th
January 1979.
(cont'd)

∟ In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching. Plaintiff

AND

SARAWAK ELECTRICITY
SUPPLY CORPORATION,
3rd Floor Electra House,
Power Street, Kuching. Defendant

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And in the matter of Civil Suit No. K.380
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching. Plaintiff

20

AND

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak. Defendant

(Consolidated pursuant to the Order of
Court dated the 13th day of March, 1978)7

NOTICE OF APPEAL

TAKE NOTICE that the Appellant being
dissatisfied with the decision of the Honourable
Mr. Justice George K.S. Seah set out in the
Order of Court dated the 14th day of December,
1978, appeal to the Federal Court against such
parts of the Order as decide that

30

(1) the action of the Governor-in-Council
purporting to dispense with the consent
of the Plaintiff under the proviso to
section 15(2) of the Sarawak Electricity
Supply Corporation Ordinance was null and
void

40

(2) the act of the Governor of Sarawak in
granting the Sixth Supplemental
Electricity Licence dated May 10, 1974

to the Sarawak Electricity Supply Corporation to supply electric energy in that area within the territory of Sarawak bounded by a circle with a radius of ten miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Saratok was null and void insofar as it purported to cover the designated area in Saratok under the Licence granted to the Plaintiff dated January 20, 1961.

DATED this 12th day of January, 1979.

Sgd: (Denis Ong Jiew Fook)
Assistant State Attorney-General,
For and on behalf of the Appellant.

To: The Chief Registrar,
The Federal Court,
Kuala Lumpur,
Malaysia.

And The Registrar,
to: The High Court in Borneo at Kuching.

And Messrs. Ee & Lim,
to: Advocates for the Respondent,
20 Khoo Hun Yeang Street,
Kuching, Sarawak.

And Messrs. Chan, Jugah, Wan Ullok & Co.,
to: Advocates for Sarawak Electricity
Supply Corporation,
O.C.B.C. Building, (2nd Floor),
Khoo Hun Yeang Street,
Kuching, Sarawak.

Filed this 12th day of January, 1979.

Sgd: Tay Cho Joy
Assistant Registrar,
High Court, Kuching.

In the Federal
Court in
Malaysia

No. 28
Notice of Appeal
by Appellant in
Civil Appeal No.
18 of 1979
(Government of
the State of
Sarawak) 12th
January 1979
(cont'd)

In the Federal
Court in
Malaysia

No. 29
Memorandum of
Appeal (Civil
Appeal No. 11
of 1979) 28th
January 1979.

No. 29

Memorandum of Appeal (Civil
Appeal No. 11 of 1979) 28th
January 1979

IN THE FEDERAL COURT IN MALAYSIA

(APPELLATE JURISDICTION)

CIVIL APPEAL NO. 11 OF 1979

BETWEEN

SARAWAK ELECTRICITY SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

10

Appellant

AND

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Respondent

(In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo at
Kuching

20

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

SARAWAK ELECTRICITY SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

30

Consolidated with Civil Suit No. K.380
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

THE GOVERNMENT OF THE STATE OF
SARAWAK,
c/o State Attorney-General's Office,
Legal Department, Kuching.)

Defendant

40

MEMORANDUM OF APPEAL

In the Federal
Court in
Malaysia

No. 29
Memorandum of
Appeal (Civil
Appeal No. 11
of 1979) 28th
January 1979.
(cont'd)

THE SARAWAK ELECTRICITY SUPPLY CORPORATION, the above-named Appellant, appeals to the Federal Court against the whole of the decision of the Honourable Mr. Justice George K.S. Seah given at the High Court in Borneo at Kuching, on the 14th day of December, 1978, on the following grounds:-

- 10 1. The learned trial judge erred in law in holding, on page 57 of his judgment, that the Respondent was entitled to maintain the action against the Appellant "as the plaintiff was affected by the decision of the Governor-in-Council in dispensing with his consent". The learned trial judge should have held that, as the Appellant was not a party to Exhibit "Pl", the Respondent had no cause of action against the Appellant.
- 20 2. After setting out as a fact on page 12 of his judgment that: "16) On December 27, 1973, the Governor-in-Council was satisfied that the plaintiff (the Respondent) had unreasonably refused or withheld his consent and thus dispensed with this consent. ...", the learned trial judge should have proceeded to hold that the Appellant and/or the Governor-in-Council had fulfilled all the requirements of
- 30 Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62).
3. From the evidence adduced by both the Appellant and the Government of the State of Sarawak, it is undisputed that the Appellant could supply the requisite energy upon more advantageous terms than the Respondent. The Respondent, by Exhibit
- 40 "Pl2(b)", was not prepared to accept the revised tariff rates under Exhibit "Pl2(a)". The learned trial judge should then have held that Section 15(3) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62) was applicable, and that "for the purposes of the proviso to sub-section 2, consent shall be deemed to be unreasonably refused or withheld".
4. The learned trial judge erred in law in putting undue emphasis on the word "appeal" in the proviso of Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance
- 50

In the Federal
Court in
Malaysia

No. 29
Memorandum of
Appeal (Civil
Appeal No. 11
of 1979) 28th
January 1979.
(cont'd)

(No. 25/62), and in holding, on pages 47, 48, 49, 50, 51, 52 & 53 of his judgment, that the said word entailed a hearing of the appeal before the Governor-in-Council.

5. In view of the provisions of Section 15(3) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62), the learned trial judge should have held that the word "appeal" in the proviso of Section 35(2) thereof merely meant 'petition' or 'make an earnest request'. 10
6. The learned trial judge should have, on pages 47, 48 & 49 of his judgment, considered the fact that the Appellant was also not present when "the appeal to the Governor-in-Council was determined".
7. In view of the contents of Exhibit "Pl4A" and Exhibit "Pl4B", the learned trial judge erred in his finding of fact, on page 47 of his judgment, "b) that SESCO did not inform the plaintiff, either orally or in writing, that an appeal would be or had been lodged to the Governor-in-Council asking for dispensation of the plaintiff's consent pursuant to the proviso of subsection 2 of Section 15 of the SESCO Ordinance". 20
8. The learned trial judge erred in law when, on page 49 of his judgment, he proceeded to "apply the principle of 'audi alteram partem' to the facts of this case". 30
 - (1) The procedure under Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62) did not, in effect, deprive the Respondent of his proprietary rights;
 - (2) The procedure under Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62) did not extinguish the right (s) of recourse, if any, of the respondent under Exhibit "Pl", which was issued pursuant to Section 3 of the Electricity Ordinance (Cap. 137); 40
 - (3) The Appellant was under a legal duty, by virtue of Section 14 and Section 15(1) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62), to supply energy to any person requiring a supply of energy; and/or 50

- (4) The Sarawak Electricity Supply Corporation Ordinance (No. 25/62) was legislated "to provide for the establishment of the Sarawak Electricity Supply Corporation, for the functions of the Corporation and for matters concerned therewith and incidental thereto".

In the Federal Court in Malaysia

No. 29
Memorandum of Appeal (Civil Appeal No. 11 of 1979) 28th January 1979.
(cont'd)

9. In view of the provisions of Section 15(3) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62), the learned trial judge should have held that the wordings of Section 15(3) excluded the application of the principle of 'audi alteram partem' to the facts of the case.

10. Assuming the principle of 'audi alteram partem' was applicable to the facts of the case, the learned trial judge should have held that the Governor-in-Council had acted in compliance with all the requirements thereunder.

- (1) At the material time, a boycott was mounted on the Respondent's supply by the majority of his consumers;
- (2) The Supreme Council held a series of meetings, over a period of one (1) year, on the matter before recommending to the Governor-in-Council to dispense with the Respondent's consent;
- (3) There were three (3) meetings between the Respondent and DW1, DW3 and the then Minister of Communications and Works in the matter;
- (4) The contents of Exhibit "P14A" and Exhibit "P14B";
- (5) The contents of Exhibit "P3" and Exhibit "P4"; and
- (6) The contents of Exhibit "P5": the Respondent's answer; with copies to all interested parties.

11. The learned trial judge should have directed himself that the dispensation of the consent of the Respondent by the Governor-in-Council pursuant to Section 15(2) of the Sarawak Electricity Supply Corporation Ordinance (No. 25/62) and the granting of the Sixth Supplemental Electricity Licence dated the

In the Federal
Court in
Malaysia

No. 29

Memorandum of
Appeal (Civil
Appeal No. 11
of 1979) 28th
January 1979.
(cont'd)

10th day of May, 1974, to the Appellant
by the Governor pursuant to Section 4 of
the Electricity Ordinance (Cap. 137) were
two distinct and separate acts.

12. As no evidence was adduced by the
Respondent to that effect, the learned trial
judge had no basis in fact to declare as he
did, on page 57 of his judgment, "that the
act of the Governor in granting the Sixth
Supplemental Electricity Licence dated
May 10, 1974, to SESCO to supply electric
energy in that area within the territory
of Saratok ... was null and void insofar as
it purported to cover the designated area
in Saratok under the Licence granted to the
plaintiff dated January 20, 1961". 10
13. As the Respondent had not pleaded in his
pleadings, in both Civil Suits No. K.341 of
1976 and No. K.380 of 1976, to that effect,
the learned trial judge erred in law when
he adjudicated and declared, on page 57 of
his judgment, "that the act of the
Governor in granting the Sixth Supplemental
Electricity Licence dated May 10, 1974, to
SESCO to supply electric energy in that area
within the territory of Saratok ... was null
and void insofar as it purported to cover the
designated area in Saratok under the Licence
granted to the Plaintiff dated January 20,
1961". 20 30

Dated this 26th day of January, 1979.

Sgd.
CHAN, JUGAH, WAN ULLOK & CO.,
Advocates for the Appellant.

No. 30

Memorandum of
Appeal (Civil
Appeal No. 18
of 1979) 22nd
February 1979.

No. 30

Memorandum of Appeal (Civil Appeal No.
18 of 1979) - 22nd February, 1979

IN THE FEDERAL COURT OF MALAYSIA
(APPELLATE JURISDICTION)

CIVIL APPEAL NO. 18 OF 1979

BETWEEN

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak

Appellant

In the Federal
Court in
Malaysia

AND

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Respondent

No. 30
Memorandum of
Appeal (Civil
Appeal No. 18
of 1979) 22nd
February 1979.
(cont'd)

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[In the matter of Civil Suit No. K.341 of
1976 in the High Court in Borneo at Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

20

SARAWAK ELECTRICITY
SUPPLY CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Defendant

And in the matter of Civil Suit No. K.380 of
1976 in the High Court in Borneo at Kuching

BETWEEN

WONG AH SUAN,
Swan Electrical Works Sdn. Bhd.,
Jalan Abell,
Kuching.

Plaintiff

AND

30

THE GOVERNMENT OF THE
STATE OF SARAWAK,
Sarawak

Defendant.

(Consolidated pursuant to the Order of Court
dated the 13th day of March, 1978)]

MEMORANDUM OF APPEAL

40

The Government of the State of Sarawak, the
Appellant abovenamed appeals to the Federal Court
against those parts of the decision of the
Honourable Mr. Justice George K.S. Seah given at
the High Court at Kuching dealing with declarations
(1) and (2) set out in the Order of Court dated the
14th day of December, 1978 on the following grounds:-

1. Having concluded that the appeal to the

In the Federal
Court in
Malaysia

No. 30
Memorandum of
Appeal (Civil
Appeal No. 18
of 1979) 22nd
February 1979.
(cont'd)

Governor-in-Council by SESCO is not and cannot be governed by the Administrative Appeal Rules (Laws of Sarawak 1958 Vol.7 pages 5 - 7), the learned trial Judge erred in law in importing the principles of natural justice into section 15 of the Sarawak Electricity Supply Corporation Ordinance (No. 25 of 1962) and without regard to the provisions of section 55 of the Interpretation Ordinance Cap. 1 (Sarawak).

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2. Even if Durayappah v. Fernando [1967] 2 AC 337 (P.C.) applies to the present case the learned trial Judge erred in his consideration and determination when he held that the three conditions imposed by Lord Upjohn in Durayappah's case had been satisfied and that the case falls within the principle of Cooper v. Wandsworth Board of Works namely, that no man is to be deprived of his property without having an opportunity of being heard and that this principle is supported by article 13(1) of the Federal Constitution. 20
3. The learned trial Judge misdirected himself when he concluded as a fact that in their petitions to the Deputy Chief Minister and the Minister of Communications and Works as well as to SESCO the applicants residing in Saratok district had made a number of serious allegations, complaints and charges of inefficiency against the plaintiff when their main complaint at that time were that the plaintiff's higher tariffs and capital contribution charges of \$22,390/- compared to those of SESCO. 30
4. The learned trial Judge erred in law in declaring that the action of the Governor-in-Council in purporting to dispense with the consent of the plaintiff and the act of the Governor in granting the Sixth Supplemental Electricity Licence insofar as it purported to cover the designated area in Saratok under the Licence (Pl and PlA), are null and void. 40
5. The learned trial Judge was unsure of the actual set up and procedure of the Governor-in-Council, misconceived the evidence of DW3 (William Tang Tieng Kee) and consequently erred when he concluded as a matter of fact/ or drew an adverse inference against the Appellant Government of the State of Sarawak that, in short, the appeal to the Governor-in-Council was determined behind the back of the 50

plaintiff and without his knowledge: at any rate, such conclusion of fact/ adverse inference is irrelevant having regard to the plaintiff's Amended Statement of Claim.

In the Federal Court in Malaysia

No. 30
Memorandum of Appeal (Civil Appeal No. 18 of 1979) 22nd February 1979.
(cont'd)

DATED this 22nd day of February, 1979.

Sgd. Denis Ong Jiew Fook
(Denis Ong Jiew Fook)
Assistant State Attorney-General,
For and on behalf of the Appellant.

To: The Chief Registrar,
The Federal Court,
Kuala Lumpur,
Malaysia.

And to: The Registrar,
The High Court in Borneo at Kuching.

And to: Messrs. Ee & Lim,
Advocates for the Respondent,
20 Khoo Hun Yeang Street,
Kuching, Sarawak.

And to: Messrs. Chan, Jugah, Wan Ullok & Co.,
Advocates for Sarawak Electricity
Supply Corporation,
O.C.B.C. Building, (2nd Floor),
Khoo Hun Yeang Street,
Kuching, Sarawak.

No. 31

Judgment of the Federal Court
(Coram: Lee Hun Hoe, Chief Justice Borneo;
Chang Min Tat, Federal Judge and Salleh
Abbas Federal Judge. Delivered by Lee Hun
Hoe, Chief Justice, Borneo) 6th July 1979

No. 31
Judgment of the
Federal Court
delivered by
Lee Hun Hoe
Chief Justice,
Borneo. 6th
July 1979.

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT KUCHING
(Appellate Jurisdiction)

FEDERAL COURT CIVIL APPEAL NO. 11 OF 1979

Between

Sarawak Electricity Supply Corporation Appellant

And

Wong Ah Suan

Respondent

In the Federal
Court in
Malaysia

No. 31
Judgment of the
Federal Court
delivered by
Lee Hun Hoe
Chief Justice,
Borneo. 6th
July 1979
(cont'd)

(In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo
at Kuching

Between
Wong Ah Suan Plaintiff
And
Sarawak Electricity
Supply Corporation Defendant)

FEDERAL COURT CIVIL APPEAL NO. 18 OF 1979

Between
The Government of the
State of Sarawak Appellant
And
Wong Ah Suan Respondent

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(In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo at
Kuching

Between
Wong Ah Suan Plaintiff
And
Sarawak Electricity
Supply Corporation Defendant

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And in the matter of Civil Suit No. K.380
of 1976 in the High Court in Borneo at Kuching

Between
Wong Ah Suan Plaintiff
And
The Government of the
State of Sarawak Defendant)

Consolidated with Civil Suit No. K.380
of 1976 in the High Court in Borneo at
Kuching

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Between
Wong Ah Suan Plaintiff
And
The Government of the
State of Sarawak Defendant

Coram: Lee Hun Hoe, C.J. Borneo.
Chang Min Tat, F.J.
Salleh Abas, F.J.

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JUDGMENT OF THE COURT

(delivered by Lee Hun Hoe, C.J.
Borneo)

In the Federal
Court in
Malaysia

No. 31
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Federal Court
delivered by
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(cont'd)

10 The respondent holds a licence in
writing whereby he is given the exclusive
privilege of supplying electricity to a
fairly extensive area known as Saratok in the
State of Sarawak. During the currency of that
licence, the Government of Sarawak gave a
20 subsidiary licence to the State Electricity
Supply Corporation (SESCO) to supply
electricity to certain residents in this area.
The respondent consequently took two actions
against SESCO and the Government of Sarawak
for various declarations and reliefs on the
ground that the Government could give such a
licence to SESCO only with his consent or if
it was satisfied that his consent was
unreasonably refused or withheld and that in
the absence of his consent and of any opportunity
accorded to him to be heard in defence of the
exclusive licence granted to him, the subsidiary
licence to SESCO was wrongly issued. He had,
he says, been denied natural justice and he
charged, in particular, that the rule of audi
alterem partem was breached to his prejudice.

30 After a lengthy hearing of the
consolidated actions and an examination of
masses of documents, the learned trial Judge in
a painstaking judgment agreed with the
respondent and he acceded to most of the prayers
sought by him. He however refused an
injunction to the respondent. He awarded damages
instead, but he did not proceed to assess the
damages. He also reserved the question of
costs. The Government and SESCO appeal to
this Court from the judgment.

40 The licence which was for a period of 25
years from January 1, 1961, was issued under
the Sarawak Electricity Ordinance (Cap.137).
Under section 4(2) thereof, the Governor of
Sarawak may, without prejudice to such rules as
he may make for generally carrying out the
provisions of the Ordinance under section 36,
grant a licence for such periods and under such
conditions and with such stipulations as to the
exclusive nature thereof or otherwise or generally
in such manner as he may deem fit.

50 The licence is unexceptionable, save perhaps
for the absence of any precautionary provision for
termination on reasonable notice. The only term

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necessary to refer to is clause 7(a) which sets out the maximum charges which the licensee may levy for the supply of electricity. These rates may not be increased without the leave of Government.

They are the maximum that could be charged, but to the respondent, they were the minimum that he was willing to charge. With the coming of electrical light and energy to Saratok, there came general discontent among the customers of the licensee over the excessive charges. That there was justification for such discontent can be seen from the fact that today, after the world in general and this country as well, had experienced a serious upsurge in the price of oil, the charge of electricity in West Malaysia for domestic use (generally the category of use with the highest rating) is only 30¢ per unit, which with the present surcharge of an additional 5¢ still makes the licensee's insistence on charging the maximum of 60¢ allowed appear unreasonable to the consumers. Then in October 19, 1971 (before the Arab embargo on oil), the Governor of Sarawak allowed a further increase in the maximum rates which the licensee lost very little time in imposing.

It did not take the people of Saratok long to discover that these rates were twice and in some cases and at some brackets more than twice those charged elsewhere, e.g. in Sibul (see p.298 of the Appeal Record in Civil Appeal No. 18 of 1979). Oil to the fire of the consequent discontent was added by the imposition of fairly high increases in the charges for installation and by what the consumers or intending consumers felt to be the heartless attitude of the licensee to the needs of the people after a fire had razed a substantial part of the bazaar. It led to numerous petitions by the people of Saratok to the Government to take over the supply of electricity and to a boycott of the licensee's supply, even though it meant a resort to oil or pressure lamps.

Understandably, the petitions to the Government evoked sympathy, since the Government had by now evolved a policy for rural electrification and passed an ordinance known as the Sarawak Electricity Supply Corporation Ordinance 1962 (the Ordinance) whereby it set up the Sarawak Electricity Supply Corporation (SESCO) and charged it with the duty, inter alia, in section 14(1)(c) to promote and

10 encourage the generation of electricity with a view to the economic development of Sarawak and in (d) to secure the supply of energy at reasonable prices. This duty to supply laid down in section 15(1) cannot of course over-ride the rights of licensees granted previously to the passing of the Ordinance and sub-section (2) of section 15 specifically provides that SESCO shall not supply energy to a consumer, other than the licensee, in any area, which for the time being forms part of the area of supply of a licensee, except with his consent.

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(cont'd)

20 The action that Government took was not to advise itself whether the licence was terminable on reasonable notice, even though granted for a fixed term. It did not direct its attention, inter alia, to In re. Spensborough Urban District Council's Agreement, (1) which was followed in Beverley Corporation v. Richard Hodgson & Sons Ltd. (2) and in the Court of Appeal in Staffordshire Area Health Authority v. South Staffordshire Waterworks Co. (3) It did not therefore consider whether the licence did not imply a term giving the Governor power to determine it on reasonable notice after the formulation of the Government's rural electrification programme or after the licensee had shown an unwillingness to fall in line with this policy, for the reasons advanced by Goff and Cumming-Bruce L.JJ., if not for the more adventurous approach of Lord Denning M.R. in the Staffordshire case. More's the pity as this case must now be considered to have the approval of the House of Lords since the House's Appeal Committee has now refused leave to appeal: (1979) 1 W.L.R. 203.

40 The action that Government took was to seek the co-operation of the respondent, then his consent and failing that, to issue a licence (the Sixth Supplemental Electricity Licence) to SESCO to supply electricity to consumers in the area covered by the respondent's exclusive licence. It relied on the provisions of the proviso to section 15(2), which reads

"Provided that where the consent of a licensee is required under this sub-section and such licensee refuses or withholds such

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- (1) (1968) Ch.D.139; (1967) 1 All. E.R. 959
(2) (1973) 225 E.G. 799.
(3) (1978) 1 W.L.R. 1387

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consent, the corporation may appeal to
the Governor in Council and the Governor
in Council, if satisfied that the consent
of such licensee is unreasonably refused
or withheld, may dispense with such
consent"

upon the footing that the corporation had sought
and had been refused the consent of the licensee
and the Governor in Council was satisfied that
the consent had been unreasonably refused or
withheld.

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The entire burden of the respondent's
complaint is that the Government had taken this
view without giving him an opportunity of being
heard.

The learned trial Judge first examined the
question whether the property rights and
privileges of the respondent had been adversely
affected by this decision, because if they were,
the action of the Government then comes under
the review by the courts: Stephen Kalong Ningkan
v. Government of Malaysia. (4) Thus, in the case
of the demolition of a building, Cooper v.
Wandsworth Board of Works (5) and Hopkins v.
Smethwick Local Board of Health (6) or ejection
on an alleged forfeiture of a Crown lease, Smith
v. The Queen, (7) the right to retain indentured
labour, De Verteuil v. Knapps, (8) or a
threatened expulsion from the University,
University of Ceylon v. Fernando, (9) or a
dissolution of a municipal council, Durayappah
v. Fernando (10) or the sale of partnership
assets Ganapathy Chettiar v. Periakarupiah
Chettiar & Anor. (11) - this list is of course
not exhaustive - an opportunity to be heard
must be given to the party affected or likely
to be affected by any administrative or
executive action. With respect, we believe
that these and other authorities on the same
point are so well-known and the principle is
so firmly established that we can excuse
ourselves from examining these cases in detail
and excising large passages therefrom for
quotation.

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- (4) (1968) 1 MLJ.119 at p.120 (10) (1967) 2 A.C.337, P.C.
(5) (1863) 14 C.B.N.S. 180. (11) (1962) M.L.J.109 P.C.
(6) (1890) 24 Q.B.D. 712.
(7) (1878) L.R. 3 App.Cas.614, P.C.
(8) (1918) A.C. 557, P.C.
(9) (1960) 1 All E.R.631, P.C.

10 In the case under appeal, it is only too obvious that any action that infringed on the exclusiveness of the respondent's licence to supply electricity must to the extent of that action affect his property rights. Even if the supplemental licence granted to SESCO was limited to supplying electricity only to those who had refused to receive their supply from the licensee, however noble the motive might be or however consonant with the Government's rural electrification programme it was, it in effect injuriously affected the rights of the respondent under the licence, in particular his profitability.

The learned trial Judge came to the conclusion that the audi alterem partem rule applied in this case. With respect, we entirely agree.

20 But we would also adopt with respect, at least, two of the three cardinal points laid down by Lord Wilberforce in Secretary of State for Education and Science v. Tameside Metropolitan Borough Council (12) at p. 1047 in dealing with a statute which lays down "if is satisfied", reading Governor-in-Council for Secretary of State wherever the latter occurs:

30 "(2) The section is framed in a 'subjective' form - if the Secretary of State 'is satisfied.' This form of section is quite well known, and at first sight might seem to exclude judicial review. Sections in this form may, no doubt, exclude judicial review on what is or has become a matter of pure judgment. But I do not think that they go further than that. If a judgment requires, before it can be made, the existence of some facts, then, although the evaluation of those facts is for the Secretary of State alone, the court must inquire whether those facts exist, and have been taken into account, whether the judgment has been made upon a proper self-direction as to those facts, whether the judgment has not been made upon other facts which ought not to have been taken into account. If these requirements are not met, then the exercise of judgment, however bona fide it may be, becomes capable of challenge: see

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(12) (1977) AC.1015.

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Secretary of State for Employment v.
ASLEF (No. 2) (13) per Lord Denning M.R.,
at p. 493.

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(3) The section has to be considered within the structure of the Act. In many statutes a minister or other authority is given a discretionary power and in these cases the court's power to review any exercise of the discretion, though still real, is limited. In these cases it is said that the courts cannot substitute their opinion for that of the minister: they can interfere on such grounds as that the minister has acted right outside his powers or outside the purpose of the Act, or unfairly, or upon an incorrect basis of fact. But there is no universal rule as to the principles on which the exercise of a discretion may be reviewed: each statute or type of statute must be individually looked at."

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For the observation of the audi alterem partem rule a number of authorities has laid down that so long as an adequate opportunity is given to the affected party to make any relevant statement he may want to make or to answer any statement to his prejudice, no particular form of procedure, where the relevant statute, as in this case, does not prescribe any special form of hearing, needs to be followed. The substance and not the form is the important thing. It is only necessary to refer to two authorities. In De Verteuil v. Knapps, supra, their Lordships of the Privy Council held that

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"The particular form of inquiry must depend on the conditions under which the discretion is exercised in any particular case, and no general rule applicable to all conditions can be formulated. In the particular case under appeal the acting Governor exercised his discretion on a complaint made against the appellant by the Protector of Immigrants with regard to the treatment and condition of indentured immigrants on his La Gloria estate. What is the procedure which in such a case the law will imply when the Legislature is silent? The acting Governor was not called upon to give a decision on an appeal between parties, and it is not suggested that he holds the position of a judge or that the appellant is entitled to insist on the forms used in ordinary

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(13) (1972) 2 Q.B. 455.

judicial procedure. It would not be possible to follow such procedure, since the acting Governor has no power to examine witnesses or to administer an oath. There is, moreover, no allegation that the acting Governor did not act throughout in perfect good faith.

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10 On the other hand, the acting Governor could not properly carry through the duty entrusted to him without making some inquiry whether sufficient grounds had been shown to his satisfaction that immigrants indentured on the La Gloria estate of the appellant should be removed. Their Lordships are of opinion that in making such an inquiry there is, apart from special circumstances, a duty of giving to any person against whom the complaint is made a fair opportunity to make any relevant statement which he may desire to bring forward and a fair opportunity to correct or controvert any relevant statement brought forward to his prejudice. It must, however, be borne in mind that there may be special circumstances which would justify a Governor, acting in good faith, to take action even if he did not give an opportunity to the person affected to make any relevant statement, or to correct or controvert any relevant statement brought forward to his prejudice."

30 And as their Lordships did in a much later case, University of Ceylon v. Fernando, supra, at p. 639, we adopt the words of Lord Loreburn L.C. in Board of Education v. Rice (14) at p. 182, that the deciding authority was not bound to treat the matter as if it was a trial, had no power to administer an oath and need not examine witnesses, but could obtain information in any way it thought best.

40 After an intensive and detailed examination of the evidence, the learned trial Judge came to the conclusion that "The proceeding before the Governor-in-Council was vitiated when His Excellency completely failed to observe the rule of audi alterem partem." With great respect, it is not entirely clear whether he came to this conclusion because the hearing he had in mind and which in his opinion was denied the respondent was some sort of oral hearing before the Governor-in-

50 (14) (1911) A.C.179.

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Council, but it is now established by
unchallengeable authority that an applicant
for natural justice is not in every instance
entitled as a matter of inalienable or
indefeasible right to an oral hearing: Najar
Singh v. Government of Malaysia & Anor. (15)
But the question for the trial Court is whether
there had been such an enquiry to enable the
Governor-in-Council to feel satisfied that the
consent of the licensee had been unreasonably
refused and with respect, the learned trial
Judge should therefore have considered whether
at the proceeding before the Governor-in-
Council, there had been a refusal of his
consent by the licensee put before the
Governor-in-Council, with his reasons for so
refusing, if such was the case, and whether
opportunities for making any representations
that the licensee might want to make were
adequately afforded him and such representations
had been considered fairly and in good faith and
without bias. Since he did not, we now have to
examine such of the evidence as is relevant and
to consider whether what had been done accords
with the requirements of a fair and adequate
hearing, bearing in mind what Raja Azlan Shah
F.J. (now C.J. Malaya) said in Ketua Pengarah
Kastam v. Ho Kwan Seng. (16) that the hearing
may take many forms and strict insistence upon
an inexorable right to the traditional court-
room procedure can lead to a virtual
administrative breakdown.

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In the face of the growing discontent,
the Chief Electrical Inspector for Sarawak on
May 2, 1972 sounded the licensee whether he
was willing to surrender his licence voluntarily
before the date of expiry. The reply came on
May 24, 1972. It was not a flat no. The
licensee was willing to surrender his licence
to enable the Government to carry out its rural
electrification programme for \$400,000/-. The
price was however too much and the tone too
uncompromising for any further negotiations and
the Government did not pursue the suggestion of
a surrender.

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Then, on July 23, 1973, the Ministry of
Communications and Works for Sarawak introduced
new electricity tariff rates for adoption by all
non-SESCO electricity suppliers. They were a
little more than half of what the respondent

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(15) (1974) 1 M.L.J. 138 P.C.

(16) (1977) 2 M.L.J. 153 F.C.

was charging. They bore a reasonable comparison with the charges elsewhere in the State. The respondent was asked to adopt the new rates. The answer by his solicitors was prompt and definite. It was a flat no. It needs to be set out in full. It reads:

"7th August, 1973.

Secretary,
Ministry of Communications & Works,
Kuching.

Sir,

We act for Mr. Wong Ah Suan of Swan Electrical Works Sdn. Bhd., Abell Road, Kuching, who has placed in our hands your letter MCW/1081(107) dated the 23rd July, 1973, with instructions to reply thereto.

Our client is not prepared to accept the tariff rates set out in your letter under reference and says that the Government, by setting out the said rates, is acting in contravention of the Licence and the Supplemental Electricity Licence granted to him by successive Governors.

Though facts such as that a copy of your said letter has been sent to the Sarawak Electricity Supply Corporation and that the said Corporation has since written to our client asking for consent pursuant to S.15 of the Sarawak Electricity Supply Corporation Ordinance, seem to suggest that the Government and the Corporation are making a combined effort to make it impossible for the present licensee to supply electrical energy in Saratok in accordance with the tariff rates set out in the said license/s and to take away his business under that pretext, our client sincerely hopes that the Government is not contemplating such a course.

The introduction by the Government of the tariff rates set out in your letter can only serve to create dissatisfaction among our client's customers/consumers. He, therefore, requests that the Government should withdraw the said letter immediately.

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Our client reserves the right to take
appropriate legal action to protect his
rights.

Yours faithfully,
Thomas & Co."

As can be seen, it even carries a warning of legal
action in its ultimate paragraph. In this letter,
the licensee had indicated clearly and in no
uncertain terms that he was not willing to
supply electricity, upon the terms with which
SESCO was willing and able to supply such energy.

10

Then on August 1973, SESCO advised the
respondent that it had received more than 60
applications from Saratok new bazaar, Kampong
Melayu Illir and Ulu, and the other outskirts of
Saratok Bazaar for electricity supply. The
consent of the licensee under section 15(2) of the
Ordinance was sought.

The reply came on August 8, 1973. It was
also a flat refusal. It again needs to be
quoted.

20

"REGISTERED

8th August, 1973

General Manager,
Sarawak Electricity Supply Corporation,
P.O. Box No. 149,
Kuching.

Dear Sir,

ELECTRICITY SUPPLY IN SARATOK

We act for Mr. Wong Ah Suan of Swan
Electrical Works Sdn. Bhd., Abell Road,
Kuching, who has placed in our hands your
letter LFY/POF/M12/21 dated the 1st August,
1973, with instructions to reply thereto.

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Our client says that he is, and has
been, able and willing to supply the
requisite energy upon reasonable terms and
within reasonable time and that, therefore,
he is not prepared to give the consent you
seek.

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Our client would like to take this
opportunity to request you (as he has
requested the Government by separate
letter in reply to the letter from the

Ministry of Communications and Works dated the 23rd July, 1973, addressed to him with copy to you) not to do anything that may directly or indirectly make it difficult for him to continue the supply of electrical energy in accordance with the Licence and the Supplementary Electricity Licence granted to him by successive Governors in 1961 and 1971, respectively.

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The Government in acting unreasonably and illegally in purportedly introducing new electricity tariff rates set out in the said letter dated the 23rd July, 1973, for the supply in Saratok, having regard to the fact that the applicable rates are clearly set out in the said Supplemental Electricity Licence - the rates considered reasonable by His Excellency the Governor in 1971 are still undoubtedly reasonable.

Yours faithfully,
Thomas & Co."

How the licensee could say in his second paragraph that he was willing and able to supply electricity upon reasonable terms was not explained in this letter or in any subsequent correspondence. But apparently it was considered that by charging the maximum he was allowed to charge under the licence as varied, he was being only reasonable. This appears in the last sentence, and also, it must be observed, in all subsequent correspondence. The licensee and his legal advisers have however at all times missed the point that the rates he is empowered to charge are the maximum and what may appear reasonable to him as the supplier in a monopolistic system may well be unreasonable to consumers who have other rates in other places to compare with and who also knew that SESCO would be able to do the job at much lower rates than what the licensee insisted on charging.

It must be mentioned at this stage that the willingness of SESCO to supply electricity at its stated rates would according to its own figures involve it in a loss. This loss it was prepared to bear in the discharge of its duty under the Ordinance. But there is no question that the licensee by supplying electricity to these people at SESCO rates would incur a similar loss. The loss is sustained by SESCO only because of the limited demand from those who boycotted the licensee.

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The attitude of the licensee from his solicitor's letters was so intransigent that SESCO quite clearly considered it pointless to seek the co-operation of the licensee and it set about obtaining the dispensation of the licensee's consent. After forwarding all the petitions and pleas of the people of Saratok, and the correspondence with the licensee, SESCO on August 11, 1973, wrote to the Ministry of Communications and Works for dispensation of the licensee's consent under the proviso to section 15(2) of the Ordinance.

10

Under the Constitution of the State of Sarawak which came into effect on September 6, 1963, Article 5 provides that the executive authority of the state is vested in the Governor who shall be advised by a Supreme Council but executive functions may by law be conferred on other persons. Under Article 10, the Governor acts only on advice and his discretion in the performance of his duties is limited to the appointment of a Chief Minister and the withholding of consent to a request for the dissolution of the Council Negri. The form of government is ministerial and the proper person to advise the Governor is therefore the Minister of Communications and Works in whose portfolio the Ordinance lies. The chain of communications is therefore established from the licensee to the Governor through the Minister and by this line, the refusal of the licensee to give his consent for the reasons so clearly and fully set out in his solicitor's letters was communicated to the Governor.

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It was not his case that the Governor has in any way acted in bad faith or shown any bias. He explicitly absolves the Governor-in-Council from such accusations. Neither was it his case that a charge has been made against him or evidence in support of such a charge has been adduced against him in his absence: and he has been denied adequately the means to meet such a charge or answer such evidence as in, inter alia, B.S.S. Kanda v. The Government of Malaysia and Others (17) and the cases cited previously. Neither was it the case of a fair opportunity of correcting or contradicting any statement prejudicial to him. If it had been possible for him to be accorded an oral hearing and he had gone before the Governor-in-Council or if he had been asked what further representations, if any,

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(17) (1962) A.C. 322 P.C.; (1962) M.L.J. 169

10 he had to make, could he have said anything more than what he had said in his letters to SESCO, that he holds a licence for a determinate and irreducible term, that he was allowed to make certain charges, that he had therefore a right to make these charges and because of these privileges he enjoyed as a matter of grant he was not prepared to reduce the charges or to give his consent to be replaced?

In the Federal Court in Malaysia

No. 31
Judgment of the Federal Court delivered by Lee Hun Hoe Chief Justice, Borneo. 6th July, 1979.
(cont'd)

20 If he had nothing he could possibly add to what had already been said for him, the conclusion is inevitable that the Governor-in-Council then had all the material evidence before him to enable him to come to a fair and proper decision. More so, as in this particular case, his approach need not be subjective and his decision is not dependent on any particular view open to him to take on the evidence. Sub-section (3) of section 15 of the Ordinance which reads

30 "15(3) For the purposes of the proviso to subsection (2), consent shall be deemed to be unreasonably refused or withheld if the licensee is not willing and able to supply the requisite energy upon reasonable terms and within a reasonable time, having regard, amongst other things, to the terms upon, and the time within, which the Corporation is willing and able to supply such energy."

40 lays down a strictly objective test and if the evidence is, as it clearly was in this case, that the licensee is, among other things, not willing to supply the energy required upon the terms which SESCO is willing and able to offer, then the licensee's consent, however he may in his own light think it reasonable to refuse or withhold, is deemed (see the definition of "deemed to be" per Cave J. in R. v. Norfolk County Council (18) at p. 380) to be and is unreasonably refused or withheld. Though it is not part of the normal duty or function of the courts to review the decision of the executive, when the rules of natural justice had been observed, we would in the peculiar circumstances of this case allow ourselves a remark that on the evidence, the Governor-in-Council could have come to no other conclusion than that the licensee's consent had been unreasonably withheld or refused, according to the test laid down in section 15(3).

(18) (1891) 60 L.J. Q.B. 379 D.C.

In the Federal
Court in
Malaysia
No. 31
Judgment of the
Federal Court
delivered by
Lee Hun Hoe
Chief Justice,
Borneo. 6th
July, 1979.
(cont'd)

It will be seen that we differ from the
learned trial Judge only on the score whether
an adequate opportunity to be heard had in fact
been accorded the licensee. It seems to us
reading his judgment as a whole, that this is
only so because he had, with respect, failed to
deal with this question adequately or perhaps
not even at all.

The appeal is allowed with costs both here
and in the High Court. The claims of the
respondent in both actions stand dismissed.

10

CHANG MIN TAT
(TAN SRI DATUK CHANG MIN TAT)
JUDGE,
Kuala Lumpur, FEDERAL COURT, MALAYSIA
6th July, 1979.

Date of Hearing: 24th April, 1979.

Encik Matthew Chan for Sarawak Electricity Supply
Corp., Appel.
Solicitors: Messrs. Chan, Jugah, Wan Ullok & Co.

20

Encik Denis Ong Jiew Fook, Asst. State Attorney-
General, for Government of Sarawak, Appellant.

Encik Lee Chuan Eng for Respondent.
Solicitors: Messrs. Ee & Lim.

Certified true copy,
Sgd.
Secretary to Judge
Kuala Lumpur. 17/7/79

No. 32
Order of the
Federal Court
6th July 1979

No. 32
Order of the Federal Court - 6th
July, 1979

30

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT KUCHING
(APPELLATE JURISDICTION)

FEDERAL COURT CIVIL APPEAL NO. 11 OF 1979

BETWEEN

SARAWAK ELECTRICITY SUPPLY
CORPORATION,
3rd Floor, Electra House,
Power Street,
Kuching.

Appellant

In the Federal
Court in
Malaysia

No. 32
Order of the
Federal Court
6th July 1979
(cont'd)

AND

WONG AH SUAN,
Swan Electrical Works Sdn Bhd,
Jalan Abell,
Kuching.

Respondent

✓ In the matter of Civil Suit NO. K.341 of 1976
in the High Court in Borneo at Kuching

BETWEEN

WONG AH SUAN

Plaintiff

AND

SARAWAK ELECTRICITY SUPPLY
CORPORATION

Defendant

And in the matter of Civil Suit No. K.380 of
1976 in the High Court in Borneo at Kuching

BETWEEN

WONG AH SUAN

Plaintiff

AND

THE GOVERNMENT OF THE STATE OF
SARAWAK

Defendant

(Consolidated pursuant to the Order of the Court
dated the 13th day of March, 1978)

FEDERAL COURT CIVIL APPEAL NO. 18 OF 1979

BETWEEN

THE GOVERNMENT OF THE STATE
OF SARAWAK,
Sarawak

Appellant

AND

WONG AH SUAN,
Swan Electrical Works Sdn Bhd.,
Jalan Abell,
Kuching.

Respondent

✓ In the matter of Civil Suit No. K.341 of 1976
in the High Court in Borneo at Kuching.

BETWEEN

In the Federal
Court in
Malaysia

WONG AH SUAN

Plaintiff

AND

SARAWAK ELECTRICITY SUPPLY
CORPORATION

Defendant

No. 32
Order of the
Federal Court
6th July 1979
(cont'd)

And in the matter of Civil Suit No. K.380 of
1976 in the High Court in Borneo at Kuching

BETWEEN

WONG AH SUAN

Plaintiff

AND

THE GOVERNMENT OF THE STATE OF
SARAWAK

Defendant

10

(Consolidated pursuant to the Order of Court
dated the 13th day of March, 1978)

CORAM: LEE HUN HOE, CHIEF JUSTICE, HIGH COURT
IN BORNEO;
CHANG MIN TAT, JUDGE, FEDERAL COURT,
MALAYSIA;
SALLEH ABAS, JUDGE, FEDERAL COURT,
MALAYSIA.

IN OPEN COURT

THIS 6TH DAY OF JULY, 1979

20

O R D E R

THESE APPEALS coming on for hearing on the
24th day of April, 1979, in the presence of Encik
Matthew Chan of Counsel for the Appellant
Sarawak Electricity Supply Corporation, Encik
Denis Ong Jiew Fook of Counsel for the Appellant
Government of the State of Sarawak, and Encik
Lee Chuan Eng of Counsel for the Respondent,
Wong Ah Suan, AND UPON READING both Records of
Appeal filed herein AND UPON HEARING Counsel as
aforesaid IT WAS ORDERED that these Appeals do
stand adjourned for judgment and the same coming
for judgment this day in the presence of Counsel
as aforesaid IT IS ORDERED that these Appeals be
and are hereby allowed AND IT IS FURTHER ORDERED
that the claims of the Respondent in both actions
do stand dismissed AND IT IS ALSO ORDERED that
costs here and in the High Court be taxed by the
proper officer of the Court and be paid by the
Respondent to the Appellant AND IT IS LASTLY
ORDERED that the sum of M\$500.00 (Malaysian
Ringgit Five Hundred only) deposited in Court by
the Appellant Sarawak Electricity Supply
Corporation as security for costs of its Appeal
be refunded to that Appellant.

30

40

GIVEN under my hand and seal of the
Court this 6th day of July, 1979.

Sgd.
CHIEF REGISTRAR
Federal Court, Kuala Lumpur.

In the Federal
Court in
Malaysia

No. 32
Order of the
Federal Court
6th July 1979.
(cont'd)

No. 33

Order of Federal Court giving Final
Leave to Appeal to His Majesty The
Yang di-Pertuan Agong

No. 33
Order of the
Federal Court
giving Final
Leave to Appeal
to His Majesty
The Yang di-
Pertuan Agong
4th March 1980

10

IN THE FEDERAL COURT OF MALAYSIA HOLDEN AT
KUCHING

(Appellate Jurisdiction)

FEDERAL COURT CIVIL APPEAL NO. 11 OF 1979

BETWEEN

Sarawak Electricity Supply
Corporation

Appellant

And

Wong Ah Suan

Respondent

20

(In the matter of Civil Suit No. K.341
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

Wong Ah Suan

Plaintiff

And

Sarawak Electricity
Supply Corporation

Defendant)

FEDERAL COURT CIVIL APPEAL NO. 18 OF 1979

BETWEEN

30

The Government of the
State of Sarawak

Appellant

And

Wong Ah Suan

Respondent

(In the matter of Civil Suit No. K.341 of
1976 in the High Court In Borneo at Kuching

In the Federal
Court in
Malaysia

No. 33
Order of the
Federal Court
giving Final
Leave to Appeal
to His Majesty
The Yang di-
Pertuan Agong
4th March 1980
(Contd.)

BETWEEN

Wong Ah Suan Plaintiff

And

Sarawak Electricity
Supply Corporation Defendant

And in the matter of Civil Suit No. K.380
of 1976 in the High Court in Borneo at
Kuching

BETWEEN

Wong Ah Suan Plaintiff 10

And

The Government of the
State of Sarawak Defendant)

Consolidated with Civil Suit No. K.380 of
1976 in the High Court in Borneo at Kuching.

BETWEEN

Wong Ah Suan Plaintiff

And

The Government of the
State of Sarawak Defendant 20

CORAM: RAJA AZIAN SHAH, CHIEF JUSTICE, HIGH COURT,
MALAYA.
CHANG MIN TAT, JUDGE, FEDERAL COURT, MALAYSIA.
SYED OTHMAN, JUDGE, FEDERAL COURT, MALAYSIA

IN OPEN COURT

THIS 4TH DAY OF MARCH, 1980

O R D E R

UPON MOTION made unto Court this day by Mr.
Lee Chuan Eng of Counsel for Mr. Wong Ah Suan the
Respondent abovenamed in the presence of Mr. Chew
Pok Oi of Counsel for the Sarawak Electricity
Supply Corporation, the Appellant abovenamed and
Mr. Denis Ong Jiew Fook of Counsel for the
Government of the State of Sarawak, the Appellant
abovenamed AND UPON READING the Notice of Motion
dated the 6th day of February, 1980 and the
Affidavit of Mr. Lee Chuan Eng affirmed on the 7th
day of December, 1979 and filed herein AND UPON
HEARING Counsel aforesaid IT IS ORDERED that final
leave be and is hereby granted to the Respondent
herein to appeal to His Majesty the Yang Di-Pertuan
Agong against the judgment of this Honourable Court
given on the 6th day of July, 1979 in these two
appeals AND IT IS FURTHER ORDERED that the costs
of and incidental to this application be costs
in the cause. 30 40

GIVEN under my hand and the Seal of the Court this 4th day of March, 1980.

Sgd.

DEPUTY REGISTRAR,
FEDERAL COURT, MALAYSIA.

In the Federal Court in Malaysia

No. 33
Order of the Federal Court giving Final Leave to Appeal to His Majesty The Yang di-Pertuan Agong 4th March 1980 (Contd.)

EXHIBITS

P.1.

Licence granted to Wong Ah Suan - 20th January 1961

EXHIBITS

P.1.

Licence granted to Wong Ah Suan 20th January 1961.

10

THIS LICENCE is granted by His Excellency the Governor and Commander-in-Chief of Sarawak to Wong Ah Suan, No. 4 Gartak Street, Kuching (hereinafter referred to as the "Licensee") and shall be deemed to have had effect from the 1st day of January, 1961.

WHEREAS the Licensee has the object amongst others of carrying out in Saratok the business of an electric light and supply Company:

20

NOW THEREFORE His Excellency the Governor and Commander-in-Chief in exercise of the powers conferred upon him under section 4 of the Ordinance grants licence to the Licensee as follows:-

Interpretation

30

(1) In this Licence "the Ordinance" means the Electricity Ordinance (Cap.137), and any statutory modifications or re-enactments thereof from time to time in force, and "the Rules" means the Electricity Rules, as amended from time to time. In this Licence words and phrases shall unless the context otherwise requires have the same meaning as in the Ordinance and Rules.

Grant of Licence

(2) Subject to the provisions herein contained the Licensee is with respect to the area specified in the First Schedule hereto granted the sole and exclusive right and full power,

P.1.
Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

permission and licence to do, subject always
to the provisions of the Ordinance and Rules
all or any of the acts following that is to say -

to use and work and operate the
installation specified in the Second
Schedule hereto and to supply to or for
the use of other persons energy from such
installation:

Provided always that this right shall be subject
to the right of any person to generate, under the
terms of a Licence granted by His Excellency,
energy exclusively for his own use within premises
occupied by him and for the use of his employees
resident within such premises but no such licence
shall be granted except to a person already
generating electricity for the aforementioned
purposes at the date hereof or a person to whom
the Licensee shall certify in writing that he is
unable or unwilling to supply the energy required
by him within a reasonable time:

10

20

Provided further that where the Licensee is unable
or unwilling to supply energy to a particular area
within the area specified in the First Schedule,
His Excellency may with the agreement of the
Licensee and with respect to the said particular
area grant an exclusive licence to any other person
or body to use and work and operate installations
and to supply to or for the use of other persons
energy from the last-mentioned installations.

Power with regard to Crown Land

30

(3) The Licensee is authorised to lay,
place or carry on under or over Crown Land such
supply lines and to erect and maintain in or upon
Crown Land such posts and other apparatus as may
in the opinion of the Chief Electrical Inspector
be necessary or proper for the purposes of the
installation.

Licensee to maintain installations and supply
apparatus.

(4) The Licensee shall maintain the
installation in proper order and repair and shall
without prejudice to the right of consumers to
supply and instal in their own premises their own
switches, wiring and such fittings as may be
necessary for their own consumption of energy
supply, instal and maintain in proper order and
repair such meters, switches and other apparatus
as may be necessary or required.

40

Period during which supply to be maintained

P.l.

Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

(5) During the continuation of this Licence the Licensee shall maintain a supply of energy sufficient for the use of all consumers entitled to be supplied from the Licensee's installation and such supply shall subject to the provisions of clause 6 hereof be continuously and constantly maintained each and every night from the hour of 6 p.m. until the hour of 6 a.m. and shall maintain a continuous supply for 24 hours a day where the demand for such supply will afford the Licensee reasonable profit upon the additional capital and additional running costs thereby incurred:

Provided always that if there is a demand for such additional supply and the Licensee is of opinion that there will be no reasonable profit upon such additional supply the question shall be referred to Arbitration in accordance with the provisions of clause 17 hereof.

Discontinuance of supply not a breach of the Licence in certain circumstances.

(6) It shall not be a breach of clause 5 if the Licensee shall be obliged temporarily to discontinue the supply of energy to some or all of the consumers provided that the circumstances come within the provisions of section 30 of the Ordinance or if such discontinuance results from the action of lightning or other atmospheric disturbance or from earthquake, tempest, floods, fires, aerial navigation, Acts of God or of the Queen's enemies, force majeure or from any other acts or cause beyond the control of the Licensee or if the Chief Secretary sanctions or permits any past, present or future discontinuance temporary or otherwise.

Charge

(7)(a) The Licensee shall be entitled and is hereby empowered to charge for energy supplied in accordance with the provisions of this Licence rates not exceeding the following, that is to say -

		<u>Per Unit</u>		
	Lighting and Fans	Industrial and Business Power	Domestic Power.	
1. Where the installation does not exceed 50 Kilowatts	60 cents	24 cents	16 cents	

P.1.

Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

2. Where the
installation
exceeds 50
Kilowatts
but does not
exceed 100
Kilowatts 40 cents 20 cents 13 cents

3. Where the
installation
exceeds 100
Kilowatts but
does not
exceed 500
Kilowatts 35 cents 17 cents 12 cents

10

4. Where the
installation
exceeds 500
Kilowatts 30 cents 15 cents 10 cents

(b) The Licensee shall not be
entitled to increase the rates unless the cost of
generation and distribution of energy materially
increase but in such event the Licensee shall
subject to the prior approval of the Chief
Secretary be entitled to increase the rates in
proportion to the increase in the costs of
generation and distribution.

20

(c) If extraordinary circumstances,
such as civil commotion, riot, war, nuisance,
earthquake, fire or other disturbances over which
the Licensee had no control shall occur and an
increased danger to the property of the Licensee
and increased expense of operating its undertaking
shall be incurred so that the rates herein
specified would not be sufficient to remunerate
the Licensee properly the Licensee shall be at
liberty to increase the rates herein specified
by such amount as shall be sufficient to
remunerate properly for such increased danger and
expense and as shall be agreed by the Chief
Secretary or in the event of the failure of the
Chief Secretary to agree as may be desired by
arbitration in accordance with clause 17 hereof.

30

40

Declared voltage and permissible variation.

(8) (a) The declared voltage shall be as
follows:-

(i) Domestic Supply

P.1.

- (a) Where the total rating apparatus (including lamps) does not exceed 5 Kilowatts: 230 volts at the consumer's terminals.

Licence granted to Wong Ah Suan 20th January 1961.
(cont'd)

- (b) Where the total rating apparatus (including lamps) exceed 5 Kilowatts (i) A pressure not exceeding 460 volts at the consumer's terminals for a direct current or single-phase alternating current system.

- (ii) A pressure not exceeding 400 volts for a three-phase alternating current system.

(ii) Industrial and Commercial Supply

Any voltage agreed with a consumer.

(iii) Series Street Lighting

A pressure not exceeding 3,300 volts.

(b) Variation of pressure shall not exceed six percent above or below the declared voltage at the consumer's terminals.

Term of Licence.

(9) This Licence shall continue in force until the 31st of December, 1985, and thereafter for further successive terms of 5 years each unless and until determined in the manner hereinafter expressed.

Determination of the Licence

(10) Without prejudice to the provisions of section 9 of the Ordinance, this Licence may be determined by His Excellency the Governor or by the Licensee on the 31st of December, 1985 or at the end of the said further periods of 5 years by either party giving to the other twelve months' notice in writing of intention to determine the Licence.

(11) Without prejudice to any other rights of the Government hereunder in the event of any default hereunder by the Licensee, it is hereby declared that if at any time during the continuance of this Licence the Licensee shall make default in performing or observing any of the provisions of this Licence which

P.1.
Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

ought to be performed or observed by him then and in any such case the Government may give to the Licensee notice in writing specifying the matter or matters in respect of which default has been made and requiring the Licensee to make good such default within three months from such notice being given and if the Licensee shall unless prevented by causes beyond his control fail to make good such default within the said period of three months the Government may by notice in writing to the Licensee forthwith determine this Licence and in the event of such determination the whole installations referred to in clause 16 hereafter shall become the property of the Government without payment.

10

Determination in the event of liquidation of the Licensee

(12) If the Licensee shall go into liquidation whether compulsory or voluntary except a voluntary liquidation for the purpose of a reconstruction approved by the Government, this Licence shall forthwith determine but without prejudice to any rights and remedies of the Government hereunder and the whole installations referred to in clause 16 hereof shall become the property of the Government without payment.

20

Licence not to be assigned

(13) Neither this Licence nor any of the Licensee's rights hereunder shall be assigned or transferred by the Licensee.

30

Notices

(14) Any notice to be given under this Licence shall be in writing and shall be given to the Licensee by leaving the same at the address of the Licensee for the time being in Sarawak and shall be given to the Government by leaving the same at the office of the Chief Secretary. Any notice given under this clause shall be deemed to be given at the time of delivery in manner aforesaid.

Exemption from liability

40

(15) Nothing herein contained shall impose any liability upon the Government or any person or persons acting under its authority.

Sale of Installation to Government on termination of Licence

(16) On the expiration or other

determination of this Licence the Licensee shall, if so required by the Government, sell to the Government the whole installation to which this Licence refers upon terms of payment by the Government to the Licensee of the then value of all lands, buildings, works, materials and plant of the Licensee suitable to and used by it for the purposes of the installation such value to be in case of difference determined as provided in clause 17 hereof: Provided that the value of such lands, buildings, works, materials and plant shall be deemed to be their fair market value at the time of purchase due regard being had to the nature and condition of such buildings, works, materials and plant and to the state of repair thereof and to the circumstance that they are in such position and condition as to be ready for immediate working and to the suitability of the same for the purposes of the installation but without any addition in respect of compulsory purchase or goodwill or of any profit which may or might have been made from the installation or any similar considerations.

P.1.
Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

Arbitration

(17) All questions or difference whatsoever which may at any time hereafter arise between the Government and the Licensee touching this Licence or the subject-matter thereof or arising out of or in relation thereto whether as to construction or otherwise shall be referred to a single arbitrator in case the parties can agree upon one, otherwise to two arbitrators, one to be appointed by the Government and one by the Licensee, and in either case in accordance with and subject to the provisions of the Arbitration Ordinance (Cap.45), or any then subsisting statutory modification thereof.

Fee

(18) For the consideration aforesaid the Licensee shall pay to the Government a fee of Dollars thirty only on the 1st day of January in each calendar year during the continuation of this Licence and any extension thereof. The payment with respect to the 1st of January, 1961 shall be made upon the receipt by the Licensee of this Licence.

(19) The marginal notes of this Licence are inserted for convenience of reference only and shall be disregarded in construing the terms of this Licence.

(20) This Licence shall be interpreted

P.1.

Licence
granted to
Wong Ah Suan
20th January
1961.
(cont'd)

according to the Laws for the time being in force
in Sarawak.

Given at the Astana, Kuching, under my hand
and the Public Seal this 20th day of January, 1961.

Sgd. B.W. Weddell

Governor and Commander-in-Chief.

FIRST SCHEDULE

The area delineated in red in Lands and
Surveys Plan of Saratok Town Land, described as
Miscellaneous Plan No.552/1 and bearing the Chief
Electrical Inspector's stamp and signature dated
16th of August, 1960, attached hereto.

10

SECOND SCHEDULE

Generating plant of 50 Kilowatts capacity.

P.2.

Announcement
of M. Swan
Electricity
Supply,
Saratok.
27th April,
1970.

P.2.

Announcement of M. Swan Electricity
Supply, Saratok. 27th April, 1970.

M. SWAN ELECTRICITY SUPPLY, SARATOK

ANNOUNCEMENT

We have much pleasure to announce for public
information that after months of preparation in
the installation of a new GENERATOR at our Plant,
we are now able to run full 24 hours of
electricity supply at Saratok Bazaar commencing
1st April, 1970.

20

In order to maintain the supply to the very
close voltage within statutory limits laid down
in the Licence which is of utmost importance,
consumers are therefore requested to follow the
advice given by our Supervisor as to the time of
operation of electric motors and the like so as
to ensure that there will be no fluctuations of
voltage, if equipped with such electric motor
or motors.

30

Your kind co-operation in this respect
will be much appreciated.

THE MANAGEMENT

Saratok, 27th April, 1970.

P.2.

Announcement
of M. Swan
Electricity
Supply,
Saratok.
27th April,
1970.
(cont'd)

為
通
告
事

本發電廠創設於一九六三年以還素蒙諸用戶愛護
使用電流實深銘感自一九七〇年四月一日起正式以二
十四小時電流供應為此本發電廠特申保持電壓平衡尤
為至要對於各種電器開關如有影響波動電壓者務須遵
守本廠管理人員所指示時間使用藉免波動電壓過甚致
使其他儀器損壞事屬公眾利益敬希諸用戶予以合作及
恪守不勝感荷

砂拉卓南傳電力廠謹啓

一九七〇年四月二十七日

P.3.

Letter from Shopowners of Saratok
Bazaar to M. Swan Electricity Supply,
Saratok, 23rd January, 1973.

Shop-owners of Saratok Bazaar,
Saratok.

23rd January, 1973.

M/S. M. Swan Electricity Supply,
Saratok Bazaar,
Saratok, Second Division.

P.3.

Letter from
Shopowners of
Saratok
Bazaar to M.
Swan
Electricity
Supply,
Saratok. 23rd
January, 1973.

P.3.

Dear Sirs,

Letter from
Shopowners of
Saratok
Bazaar to M.
Swan
Electricity
Supply,
Saratok. 23rd
January, 1973.
(cont'd)

We the undersigned, representatives of the firms, shophouses owners and consumers of your company electricity supply of the Saratok Bazaar, Saratok, Second Division, Sarawak, wish to notify your company that we shall cease to use or consume your electricity supplies with effect from 1st March, 1973.

We feel that despite of the facts that instead of enjoying the electricity supplied by your company, we are somewhat being monopolised by your company in the electricity supplies to us. Besides, instead of helping the most unfortunate ones during the Saratok fire of 1970, when two blocks of shophouses were totally burnt down to ground in ashes, your company chose to take the opportunity of making better money from those whose properties have been destroyed by fire. In that, you increased the costs of meter-installations and charged higher rates of electricity supplied. There is no other alternative for us. the unfortunate ones, in view of the representations made to the State Government and the consultation with your company, who chose to ignore our appeals to lower the higher rates of electricity charged by your company, but to cease using your supplies.

For all those years that you have supplied electricity in Saratok, we were on the losing side, in that most of very costly radio-sets, radio-grams, refrigerators and many other electrical appliances were either damaged or burnt off caused by the irregular running of the engines and the voltage could be very high at certain times and then suddenly very low. Therefore, we are the ones who suffered most.

Please, therefore, take note that with effect from 1st March, 1973, we, the undersigned, shall cease to use your electricity supplies and that all installations shall be disconnected.

We remain, Sirs,

Yours faithfully,

(see lists attached)

c.c. The Deputy Chief Minister & Minister for Communications & Works, Sarawak.
The State Secretary, Secretariat, Kuching.
The General Manager, SESCO., Kuching.
The Resident, Second Div., Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

P.4.

Letter from Shopowners of Saratok Bazaar
to M. Swan Electricity Supply, Saratok.
19th February, 1973.

Saratok Bazaar,
Saratok.

19th February, 1973.

M/S. M. Swan Electricity Supply,
Saratok Bazaar,
Saratok.

Dear Sirs,

We, the undersigned, owners of the
respective dwellinghouses, shops and shops, wish
also to inform you that we also join hands with
the various shophouse owners of the Saratok
Bazaar, Saratok, who have previously served you
with one month's notice to disconnect all your
meters and to discontinue using your electricity
supply, with effect from 1st March, 1973.

We, therefore, kindly request your Company
to disconnect all meters installed in our
respective shops, please.

We remain,
Yours sincerely,

MIN SYN SCHOOL

Saratok, Sarawak.

.....

STAMPED LEE LIAN KIEW PALOUR,
SARATOK, SARAWAK.

P.4.

Letter from
Shopowners of
Saratok Bazaar
to M. Swan
Electricity
Supply, Saratok.
19th February
1973.

P.5.

Letter from
M. Swan
Electricity
Supply,
Saratok to
Shopowners
of Saratok
Bazaar. 20th
February 1973.

P.5.

Letter from M. Swan Electricity
Supply, Saratok, to Shopowners of
Saratok Bazaar. 20th February 1973

20th February, 1973.

Shop-Owners of Saratok Bazaar,
Saratok.

Dear Sirs,

We are in receipt of your letter dated
23.1.73 in which you officially notified us of
the joint desire to discontinue the supply of
our electricity as from 1st March, 1973 and in
reply thereto we wish to make the following
explanations:

10

As alleged in your letter that our Company,
instead of helping the unfortunate ones whose shop
houses were totally destroyed to ashes as a result
of the Saratok Fire 1970, was to take advantage of
making good money out of them by way of increasing
the cost of re-installation and charging of
higher tariff rates for the electricity supplied
which are absolutely not true. We would like to
take this opportunity to stress that to make more
money out of the fire victims is not the policy of
our Company. Our simple principle is to charge
whatever we believe is fair enough viz.

20

(i) The rate for one lighting point, not
including switchboard is \$14.00

(ii) The cost of connection to the service has
been increased from \$70.00 to \$100.00
because we were no longer subsidized by
the Government as previously done so.

30

Our electricity Charges (revised tariffs) are made
in accordance with the rates stipulated in the
Licence granted to us. The Supplemental Electricity
Licence revising the tariffs was approved by the
State Government to take effect from 19.10.71.
Transcription of the text of the Announcement made
in January 1972 may be appended as hereunder:

1. Private Dwelling House - Lighting and Fans

40

First 30 units at 60 cents per unit
Second 30 units at 50 cents per unit
Above 60 units at 40 cents per unit
Minimum Charge \$6.00

2. Combined Domestic

First 30 units at 60 cents per unit
Second 30 units at 40 cents per unit
Above 60 units at 30 cents per unit
Minimum Charge \$6.00

3. Commercial & Industrial - Lighting
& Power

First 30 units at 60 cents per unit
Above 30 units at 40 cents per unit
Minimum Charge \$12.00

4. Cinemas and Theatres

First 1000 units at 60 cents per unit
Above 1000 units at 40 cents per unit
Minimum Charge \$25.00

P.5.

Letter from
M. Swan
Electricity
Supply,
Saratok to
Shopowners
of Saratok
Bazaar. 20th
February 1973.
(cont'd)

As to the complaint of the irregular running of
voltage or the fluctuations of voltage, this
could be due to the non-co-operation on the part
of certain consumers. Investigation revealed that
the cause was the result of a switch on and off
operating at short intervals on the Circular Saw
Machine mounted with 4 HP electric motor owned by
one of the Furniture and Woodworking Factories
in the Bazaar. So the factory concerned was
warned that unless the direct-on-line starters
on the electric motors be replaced by Star-Delta
Starter within 7 days upon the receipt of our
notice served, the supply will be discontinued.
To support of our appeal for the maintenance to
stabilize of supply, we transcribed hereunder the
text of the Announcement made in 1970.

"In order to maintain the supply to the very
close voltage within statutory limits laid
down in the Licence which is of utmost
importance, consumers are therefore
requested to follow the advice given by our
Supervisoras to the time of operation of
electric motors and the like so as to ensure
that there will be no fluctuations of
voltage, if equipped with such electric
motor or motors. Your Kind co-operation in
this respect will be much appreciated".

The situation was thus improved and the voltage
maintained within the statutory limits as laid down
in the Licence as a result of our appeal since then.

Of course, you are at liberty to take any steps
you like in the matter. But we must make it clear
that once the supply is discontinued it will not be

P.5.

Letter from
M. Swan
Electricity
Supply,
Saratok to
Shopowners
of Saratok
Bazaar. 20th
February 1973.
(cont'd)

re-connected until all the outstanding charges together with a re-connection fee for \$5.00 are paid.

Lastly, we note that there is no proper postal address mentioned in your letter to which a reply should be sent, and what is more it is an impossibility to have it posted to the address given. So this letter has to be delivered by hand to one of the shopowners in the Bazaar to ensure that it will not go astray.

10

Trusting that the position will be clarified by this letter.

Yours faithfully,
M. Swan Electricity Supply, Saratok

Sole Proprietor

c.c. The Deputy Chief Minister & Minister for
Communications & Works, Sarawak.
The State Secretary, Secretariat, Kuching.
The General Manager, SESCO., Kuching.
The Resident, Second Div., Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

20

P.6.

Supplemental
Electricity
Licence - 19th
October 1971.

P.6.

Supplemental Electricity Licence -
19th October 1971

SUPPLEMENTAL ELECTRICITY LICENCE

WHEREAS by a Licence (hereinafter referred to as the Principal Licence) granted on the 20th day of January, 1961 to Wong Ah Suan, Abell Road, Kuching, (hereinafter referred to as the "Licensee"), the Licensee was given the sole and exclusive right and full power and permission to use, work and operate installations and to supply energy from such installations within the area specified in the Schedule to the Principal Licence and upon the terms and conditions set out therein:

30

AND WHEREAS it is considered desirable to vary the rates of charges as specified in paragraph (a)

40

of clause (7) of the Principal Licence:

P.6.

NOW THEREFORE, in exercise of the powers conferred by section 4 of the Electricity Ordinance (Cap. 137), the Principal Licence is hereby amended as follows:-

Supplemental
Electricity
Licence - 19th
October 1971.
(cont'd)

1. There shall be substituted for the rates of charges specified in paragraph (a) of clause (7) thereof the following new rates:-

10	<u>CHARGES PER MONTH</u>	<u>HOURS OF SUPPLY</u>		
		<u>24 hours</u>	<u>12 hours</u>	<u>6 hours</u>
		<u>Per unit</u>	<u>Per unit</u>	<u>Per unit</u>
	(1) <u>Lighting and Fans</u>			
	for the first 30 units.....	60 cts.	50 cts.	50 cts.
	for the next 30 units.....	50 cts.	40 cts.	40 cts.
	for units in excess of 60.....	40 cts.	40 cts.	40 cts.
20	minimum charge..	₹6/-	₹6/-	₹6/-
	Private dwelling premises having no outlet sockets whatsoever and using energy for Lighting and Fans only			
	(2) <u>Combined Domestic</u>			
	for lighting, fans, cooking, heating, refrigeration, air conditioning etc. (i.e. all domestic uses)			
30	for the first 30 units.....	60 cts.	50 cts.	50 cts.
	for the next 30 units.....	40 cts.	40 cts.	40 cts.
	for units in excess of 60.....	30 cts.	40 cts.	40 cts.
40	minimum charge..	₹6/-	₹6/-	₹6/-

This tariff is applicable to consumers occupying a private dwelling not used as a hotel, boarding house

P.6.

Supplemental
Electricity
Licence - 19th
October, 1971.
(cont'd)

CHARGES PER MONTH

HOURS OF SUPPLY

<u>24 hours</u>	<u>12 hours</u>	<u>6 hours</u>
<u>Per unit</u>	<u>Per unit</u>	<u>Per unit</u>

or mess or for any
business, trade or
profession, who
consume electricity for
other purposes in
addition to lighting
or fans and whose
installations contains
at least one 13 amp.
socket outlet.

10

In case of dispute
as to the application
of this tariff, the
consumer may appeal to
the Chief Electrical
Inspector whose
decision shall be final.

20

(3) Commercial Lighting and Power

electricity used on
business premises
including shops,
factories, offices,
hospitals, clubs,
schools, tele-
communications etc.,

for

lighting and fans, air
conditioning, cooking
heating, refrigeration,
water heating,
domestic appliances,
medical apparatus, small
motors etc.

30

for the first 30

units.....	60 cts.	50 cts.	50 cts.
------------	---------	---------	---------

for units in excess

of 30.....	40 cts.	40 cts.	40 cts.	40
------------	---------	---------	---------	----

minimum charge....	\$12/-	\$7.50cts.	\$6/-
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(4) Industrial Lighting and Power

electricity used for
industrial purposes and
manufacturing processes
including lighting and
fans

CHARGES PER MONTHHOURS OF SUPPLYP.6.

Supplemental
Electricity
Licence - 19th
October, 1971.
(cont'd)

	<u>24</u> <u>hours</u>	<u>12</u> <u>hours</u>	<u>6</u> <u>hours</u>
for the first 30 units.....	60 cts.	50 cts.	50 cts.
for units in excess of 30.....	40 cts.	40 cts.	40 cts.
minimum charge..	\$12/-	\$7.50 cts.	\$6/-

10 For industrial premises
where the total wattage
of lamps installed exceed
20% of the total wattage
of all electrical
equipment installed.
(For the purpose of this
tariff one horse power
(1 H.P.) shall be deemed
to be equivalent to 750
watts).

20 Tariff charges will
be as for commercial
premises.

The supplier reserves
the right to restrict use
in cases of emergency.

(5) Cinemas and Theatres

for the first 1,000 units.....	60 cts.	50 cts.	50 cts.
for unit in excess of 1,000.....	40 cts.	40 cts.	40 cts.
minimum charge..	\$25/-	\$25/-	\$25/-

(6) Street Lighting

for the first 30 units.....	60 cts.	50 cts.	50 cts.
for units in excess of 30.....	40 cts.	40 cts.	40 cts.
minimum charge..	\$12/-	\$7.50 cts.	\$6/-

2. Save as hereinbefore expressly varied, the
Principal Licence shall remain in full force and
effect.

40 3. This Supplemental Licence shall be read and
construed as one with the Principal Licence.

Given at the Astana, Kuching under my hand and
the Public Seal this 19th day of October, 1971.

Sgd. Lanka Rying.
GOVERNOR

P.7.

Announcement of
M. Swan
Electricity
Supply - 2nd
January 1972.

P.7.

Announcement of M. Swan Electricity
Supply - 2nd January, 1972

M. SWAN ELECTRICITY SUPPLY, SARATOK
ANNOUNCEMENT

We wish to announce for public information
that the new revised tariffs charges approved by
the State Government will be taken into effect
as from 1st February, 1972. Schedule of tariffs
for the supply of electrical energy is classified
as hereunder:

10

1. Private Dwelling Houses - Lighting and Fans

First 30 units at 60 cents per unit
Second 30 units at 50 cents per unit
Above 60 units at 40 cents per unit
Minimum Charge \$6.00

2. Combined Domestic

First 30 units at 60 cents per unit
Second 30 units at 40 cents per unit
Above 60 units at 30 cents per unit
Minimum Charge \$6.00

20

3. Commercial & Industrial - Lighting & Power

First 30 units at 60 cents per unit
Above 30 units at 40 cents per unit
Minimum Charge \$12.00

4. Cinemas and Theatres

First 1000 units at 60 cents per unit
Above 1000 units at 40 cents per unit
Minimum Charge \$25.00

THE MANAGEMENT

30

Saratok, 2nd January, 1972.

砂拉卓南傳電力廠

爲 通 告 事

茲經 本州州政府批准在案本電力廠自一九七二年二月一日起
·施行電流供應取費新率，所有昔日電流供應取費舊率均不適用，且
遵照新率調整，爲上列(一)至均(四)仰諸用戶知照。

本 廠 謹 啓

一九七二年元月二日

P.8.

Letter from the Ministry of Communications
and Works to M. Swan Electricity Supply
12th December 1972

KEMENTERIAN PERHUBONGAN DAN HERJA RAYA,
SARAWAK,
THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

P.8.

Letter from
Ministry of
Communications
and Works to
M. Swan
Electricity
Supply - 12th
December 1972.

Telegraphic Address:
"MINWORKS KUCHING"

Ref: MCW/1081(62)

12th December, 1972.

The Manager,
M. Swan Electricity Supply, Saratok,
c/o Swan Electrical Works Sdn. Bhd.,
Abell Road,
Kuching.

Tuan,

I should be grateful if you would kindly
call at this Ministry as soon as you possibly can
to discuss the question of extending the
electricity supply to the new shophouses in
Saratok. It is understood that the cost of
putting in belian posts and main lines is
\$22,390. If this estimate is made by you, please
let me have the details of how you arrive at
this figure.

2. I look forward to meeting you in my office
(Room 603, 6th Floor, Secretariat) .

Saya yang menurut perintah,

Sgd. William Tang
(WILLIAM TANG)
Pem. Setia Usaha Tetap,
Kementerian Perhubungan
dan Kerja Raya.

c.c. Chief Electrical Inspector, Kuching.

P.9.

Letter from
M. Swan
Electricity
Supply to
Borneo
Development
Corp'n.Sdn.Bhd.
4th September
1972.

P.9.

Letter from M. Swan Electricity Supply
to Borneo Development Corporation Sdn.Bhd.
4th September, 1972

4th September, 1972

The Borneo Development Corp'n. Sdn., Bhd.,
Head Office,
Electra House,
Power Street,
Kuching.

10

Dear Sirs,

Saratok New Bazaar - Electricity Supply

We refer to your letter dated 14th August,
1972 and shall be pleased to furnish you with the
quotation as per Drawing marked in red and blue
enclosed:-

Overhead line	... ..	£9,540.00
Five-foot way wiring	.. ...	£6,750.00
Services connection to the		
61 shophouses	... ..	£6,100.00
		<hr/>
Total		£22,390.00
		<hr/>

20

Trusting that the above will meet with
your kind consideration.

Yours faithfully,
Swan Electrical Works Sdn., Bhd.

Managing Director

P.10(A)

Letter from Chief Electrical Inspector
to M. Swan Electricity Supply - 12th
September, 1970

Telephone 22101
Telegraphic address
"WORKS KUCHING"

PUBLIC WORKS DEPARTMENT
HEADQUARTERS,
MOSQUE ROAD,
KUCHING,
SARAWAK.

Our reference:
PWD/E5/16/046(205)

12th September 1970.

Messrs. M. Swan Electricity Supply,
Saratok,
c/o Messrs. M. Swan Electrical Works,
Abell Road,
Kuching.

Dear Sirs,

Saratok Electricity Supply

I am given to understand that you are
charging \$45.00 for installing a lighting
point, with a minimum of four points. The
previous rate was \$30.00.

The cost of connection to your supply is
purported to have been increased from \$70.00 to
\$100.00.

I should be grateful if you would confirm
that this is true, and if so, give the reasons
for the increase in price.

Yours faithfully,

Sgd.

Chief Electrical Inspector,
Sarawak.

P.10(A)

Letter from
Chief
Electrical
Inspector to
M. Swan
Electricity
Supply - 12th
September 1970.

P.10(B)

Letter from
M. Swan
Electricity
Supply to
Chief
Electrical
Inspector
18th September
1970.

P.10.(B)

Letter from M. Swan Electricity
Supply to Chief Electrical
Inspector - 18th September 1970

M. Swan Electricity Supply, Saratok,
c/o Swan Electrical Works Sdn. Bhd.,
Abell Road,
Kuching.

18th September 1970.

Chief Electrical Inspector, S'wak,
Public Works Department,
Headquarters,
Mosque Road,
Kuching.

10

Dear Sir,

Saratok Electricity Supply

In reply to your letter Reference No.
PWD/E5/16/046(205) under date of the 12th instant,
we would like to clarify and to state that it has
never been charged for installation of a lighting
point at the rate of \$45.00 with a minimum of
four points as alleged. The rate in which we
usually charged is \$14.00 per lighting point not
including switchboard.

20

However, it is correct that the cost of
connection to our service line has now been
increased from \$70.00 to \$100.00. The chief
reason is that we are no longer received subsidy
from the Government as previously done so.

Trusting that the position will be
clarified by this letter.

30

Yours faithfully,
M. Swan Electricity Supply,
Saratok.

Sole Proprietor

P.11(A)

Letter from Chief Electrical Inspector
to M. Swan Electricity Supply - 2nd
May 1972

Telephone: PUBLIC WORKS DEPARTMENT,
22101 HEADQUARTERS,
Telegraphic MOSQUE ROAD,
Address KUCHING,
"WORKS KUCHING" SARAWAK.

P.11(A)

Letter from
Chief
Electrical
Inspector to
M. Swan
Electricity
Supply - 2nd
May 1972.

10 Our reference: PWD/E5/16/056(259) 2nd May 1972.

The Manager,
M. Swan Electricity Supply, Saratok,
c/o Swan Electrical Works Sdn. Bhd.,
Abell Road,
Kuching.

Dear Sir,

Electricity Supply To Saratok

20 I wish to draw your attention that your
electricity licence will expire on 31st December,
1985 and in connection with the Government's
rural electrification programme, I would be
grateful for your confirmation as to whether you
are willing to surrender your licence voluntarily
before the expired date or not.

2. Your co-operation on this matter will be
very much appreciated.

Yours faithfully,

Sgd.

Chief Electrical Inspector,
Sarawak.

30

P.11(B)

Letter from M. Swan Electricity
Supply to Chief Electrical Inspector.
24th May 1972

M. Swan Electricity Supply, S'tok
c/o Swan Electrical Works Sdn. Bhd.,
M. Swan Building,
Abell Road, Kuching.

P.11(B)

Letter from
M. Swan
Electricity
Supply to
Chief
Electrical
Inspector
24th May 1972.

P.11(B)

24th May, 1972.

Letter from
M. Swan
Electricity
Supply to
Chief
Electrical
Inspector
24th May 1972.
(cont'd)

Chief Electrical Inspector, S'wak,
Public Works Department,
Headquarters,
Mosque Road,
Kuching.

Dear Sir,

Electricity Supply at Saratok

This is to refer to your letter Reference
No. PWD/E5/16/046(259) dated the 2nd instant and
to confirm that I am willing to surrender the
said Licence voluntarily before the expired
date in connection with the Government's rural
electrification programme at the price of Four
hundred thousand dollars (M\$400,000.00).

10

Your kind reply to this matter will be
much appreciated.

Yours faithfully,
M. Swan Electricity Supply,
S'tok.

20

Sole Proprietor

P.11(C)

No. P11(C)

Letter from
Chief Electrical
Inspector from
M. Swan
Electricity
Supply - 19th
June 1972.

Letter from Chief Electrical Inspector
to M. Swan Electricity Supply - 19th
June 1972

Telephone 22101
Telegraphic address
"WORKS KUCHING"
Our reference:

PUBLIC WORKS DEPARTMENT,
HEADQUARTERS,
MOSQUE ROAD,
KUCHING, SARAWAK.
19th June 1972.

30

The Manager,
M. Swan Electricity Supply, Saratok,
c/o Swan Electrical Works Sdn. Bhd.,
Abell Road, Kuching.

Dear Sir,

Electricity Supply at Saratok

With reference to your letter dated 24th
May 1972, I am directed to inform you that the
Government does not propose to take over the
electrical installations in Saratok at present.

40

Yours faithfully, (Sgd)
Chief Electrical Inspector,
Sarawak.

P.12(A)

Letter from Ministry of Communications
and Works to Plaintiff - 23rd July 1973

THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

Telegraphic Address:-
"MINWORKS KUCHING"

Ref: MCW/1081/107)

23rd July 1973

Mr. Wong Ah Suan,
Swan Electrical Works Sdn. Bhd.,
Abell Road,
Kuching.

Tuan,

I am directed to inform you that the
Government has introduced the following
electricity tariff rates for adoption by all non-
SESCO public electricity supplies:-

<u>CHARGES PER MONTH</u>	<u>Hours of Supply</u>		
	24	12	6
	<u>Per Unit</u>	<u>Per Unit</u>	<u>Per Unit</u>
(1) <u>Lighting and Fans</u>			
Minimum charge	40 cents \$6.00/ month	40 cents \$6.00/ month	40 cents \$6.00/ month
(2) <u>Combined Domestic</u>			
First 20 units	40 cents	35 cents	35 cents
Above 20 units	20 cents	15 cents	15 cents
Minimum charge	\$6.00/ month	\$6.00 month	\$6.00/ month
(3) <u>Commercial Lighting and Power</u>			
First 20 units	40 cents	35 cents	35 cents
Above 20 units	20 cents	15 cents	15 cents
Minimum charge	\$6.00/ month	\$6.00/ month	\$6.00/ month
(4) <u>Industrial Lighting and Power</u>			
First 20 units	40 cents	40 cents	40 cents
Above 20 units	20 cents	20 cents	20 cents
Minimum charge	\$6.00/ month	\$6.00/ month	\$6.00 month

P.12(A)

Letter from
Ministry of
Communications
and Works to
Plaintiff
23rd July
1973.
(cont'd)

CHARGES PER MONTH

Hours of Supply

	24	12	6
	<u>Per Unit</u>	<u>Per Unit</u>	<u>Per Unit</u>

The supplier reserves
the right to restrict
use in cases of
emergency.

(5) Cinemas and Theatres

First 20 units	40 cents	40 cents	40 cents	
Above 20 units	20 cents	20 cents	20 cents	
Minimum charge	¥6.00/ month	¥6.00/ month	¥6.00/ month	10

(6) Street Lighting

Inclusive of maintenance charges.	40 cents	40 cents	40 cents	
Minimum charge	¥6.00/ month	¥6.00/ month	¥6.00/ month	

2. I am further directed to request you to co-operate in the implementation of the new tariff rates for your supply in Saratok.

Saya yang menurut perintah,

20

Sgd. William Tang
(WILLIAM TANG)

Pem. Setia Usaha Tetap,
Kementerian Perhubungan dan
Kerja Raya,
Sarawak.

c.c. Chief Electrical Inspector.

General Manager,
Sarawak Electricity Supply Corporation,
Kuching.

30

P.12(B)

Letter from
Thomas & Co. to
the Secretary,
Ministry of
Communications
and Works.
7th August 1973.

P.12(B)

Letter from Thomas & Co. to the
Secretary, Ministry of
Communications and Works - 7th
August, 1973

7th August, 1973.

Secretary,
Ministry of Communications & Works,
Kuching.

Sir,

We act for Mr. Wong Ah Suan of Swan
Electrical Works Sdn. Bhd., Abell Road,
Kuching, who has placed in our hands your
letter MCW/1081(107) dated the 23rd July,
1973, with instructions to reply thereto.

P.12(B)

Letter from
Thomas & Co. to
the Secretary,
Ministry of
Communications
and Works.
7th August 1973.
(cont'd)

10 Our client is not prepared to accept the
tariff rates set out in your letter under
reference and says that the Government, by
setting out the said rates, is acting in
contravention of the Licence and the Supplemental
Electricity Licence granted to him by
successive Governors.

20 Though facts such as that a copy of your
said letter has been sent to the Sarawak
Electricity Supply Corporation and that the
said Corporation has since written to our client
asking for consent pursuant to S.15 of the
Sarawak Electricity Supply Corporation Ordinance,
seem to suggest that the Government and the
Corporation are making a combined effort to make
it impossible for the present licensee to supply
electrical energy in Saratok in accordance with
the tariff rates set out in the said licence/s
and to take away his business under that pretext,
30 our client sincerely hopes that the Government
is not contemplating such a course.

The introduction by the Government of the
tariff rates set out in your letter can only
serve to create dissatisfaction among our
client's customer/consumers. He, therefore,
requests that the Government should withdraw the
said letter immediately.

Our client reserves the right to take
appropriate legal action to protect his rights.

Yours faithfully,

40 Sgd. Thomas & Co.

P.12(C)

Letter from
Permanent
Secretary of
Ministry of
Communications
and Works to
Messrs. Thomas
& Co. - 13th
August 1973.

P.12(C)

Letter from Permanent Secretary of
Ministry of Communications and Works
to Messrs. Thomas & Co. - 13th August
1973

KEMENTERIAN PERHUBONGAN DAN KERJA RAYA,
SARAWAK,
THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

Telegraphic Address:-
"MINWORKS KUCHING"

10

MCW/1081(111)

13th August, 1973.

Messrs. Thomas & Co.,
Advocates,
9 India Street,
P.O. Box 517,
Kuching.

Gentlemen,

I acknowledge receipt of your letter dated
7th August, 1973.

20

2. My letter ref. MCW/1081(107) of 23rd July,
1973 contains a request for your client's co-
operation in implementing the new tariff rates
introduced by the Government. Please refer to
paragraph 2 thereof. If he is not in a
position to accede to our request, he can advise
us accordingly. There is therefore no question
of the Government withdrawing the said letter.

3. Paragraph 3 of your letter is irrelevant
and therefore does not merit a reply.

30

Yours faithfully,

Sgd. William Tang
(WILLIAM TANG)
Ag. Permanent Secretary,
Ministry of Communications
and Works

P.13(A)

Letter from Hj. Sepawi bin Hj. Adenan
to M. Swan Electricity Supply. 13th
May 1971

Jalan Sawmill,
Saratok.
13th May, 1971.

P.13(A)

Letter from
Hj. Sepawi bin
Hj. Adenan to
M. Swan
Electricity
Supply. 13th
May, 1971.

10 The Manager,
M. Swan Electricity Supply,
Swan Building, Abell Road,
Kuching.

Dear Sir,

Application for Installation of
External Overhead Wiring

20 We, the people of Kampong Jalan Sawmill
Saratok, have the honour to apply for installation
of the external overhead wiring by your company
in order to facilitate electricity supply to our
dwelling houses. There are approximately 30
houses. The approximate distance to be wired is
900 yards from the existing terminal in front of
Enche Mut bin Assin's house.

Attached herewith please find a list of
joint applicants duly signed for your information
and necessary action please.

We would be most grateful if this application
would meet with your kind consideration and approval.

Thanking you in anticipation.

Yours faithfully,

30 Sgd.

(Cr. Haji Sapawi b.Hj .Adenan)
On behalf of all the applicants

c.c. District Officer, Saratok.
M. Swan Manager, Saratok Branch, Saratok.
Chief Electrical Engineer, JKR, Kuching.

P.13(A)

LIST OF JOINT APPLICANTS

Letter from
Hj. Sepawi Bin
Hj. Adenan to
M. Swan
Electricity
Supply. 13th
May, 1971.
(cont'd)

<u>No.</u>	<u>NAME</u>	<u>SIGNATURE</u>	
1.	Yaman bin Rahman	.....
2.	Abang Ahmad bin Abg. Kot	Abang	
3.	Razali bin Tarif	Razali	
4.	Hussain bin Said	.....
5.	Jais bin Leman	Jais	
6.	Jeraie bin Abang	.....
7.	Haron bin Haji Ali	Haron	
8.	Kipli bin Marzuki	Kipli	10
9.	Seruji bin Juhai	.....
10.	Yusof bin Amir	.....
11.	Basri bin Sam	.....
12.	Abu Kassim bin Mat	.....
13.	Manan bin Bana	.....
14.	Uji bin Marzuki	.....
15.	Mudin bin Kassim	Mudin	
16.	Haji Sapawi bin Haji Adenan	.....
17.	John bin Apat	John	20
18.	Leman bin Kelol	.....
19.	Hussain bin Taha	.....
20.	Sa'ibon bin Ismail	.....
21.	Gom bin Sa'ad	Gom	
22.	Teben bin Bujang	Teben	
23.	Achan anak Kana	.....
24.	Jerni bin Kelon	.....
25.	Kipli bin Sahari	.....
26.	Keri bin Merai	.....
27.	Ahmad bin Abu	.....	30
28.	Nias bin Tabang	Nias	
29.	Hamdan bin Yusof	.....
30.	Suhai bin Bana	.....

P.13(B)

Letter from Chief Electrical Inspector
to M. Swan Electricity Supply - 21st
May 1971

P.13(B)

Letter from
Chief
Electrical
Inspector to
M. Swan
Electricity
Supply - 21st
May, 1971.

Telephone: PUBLIC WORKS DEPARTMENT,
22101 HEADQUARTERS,
Telegraphic MOSQUE ROAD,
Address: KUCHING,
"MINWORKS KUCHING" SARAWAK.

10 Our reference: PWD/E5/16/046(236) 21st May 1971.

The Manager,
M. Swan Electricity Supply,
Abell Road,
Kuching.

Dear Sir,

Application for Electricity Supply

20 I refer to the letter dated 13th May, 1971
from Councillor Haji Sapawi b. Hj. Adenan on behalf
of 30 applicants at Kampong Jalan Sawmill, Saratok,
to you requesting for an extension of your O/H
line to their kampong and should be grateful if you
would advise whether you are willing to carry out
such extension or not. If so, please forward
details of your proposal for my approval.

30 2. As the first house of the kampong is only 900
yards from the Saratok bazaar and as there are
approximately 30 houses requiring electricity
supply, it is felt that an extension of your O/H
Line would not only provide service to the
kampong dwellers but certainly increase your
monthly sales of energy, unless you are unable to
do so for technical reasons.

Yours faithfully,

Sgd.

Chief Electrical Inspector,
Sarawak.

P.13(C)

Letter from
M. Swan
Electricity
Supply to
Chief
Electrical
Inspector -
26th May 1971.

P.13(C)

Letter from M. Swan Electricity
Supply to Chief Electrical
Inspector - 26th May, 1971

M. Swan Electricity Supply, S'tok,
c/o Swan Electrical Works Sdn.Bhd.
M. Swan Building,
Abell Road, Kuching.

26th May, 1971.

Chief Electrical Inspector, S'wak,
Public Works Department,
Headquarters,
Mosque Road,
Kuching.

10

Dear Sir,

Application for Electricity Supply

With reference to your letter Reference No.
PWD/ER/16/046(236) dated the 21st instant, we
beg to inform you that our Supervisor at
Saratok has been accordingly instructed to
look into this matter and as soon as we learn
something definite, we shall then submit the
details of the proposal for your approval.

20

Thanking you in anticipation,

Yours faithfully,
M. Swan Electricity Supply, S'tok.
Sgd.
Sole Proprietor

P.13(D)

Letter from
M. Swan
Electricity
Supply to Hj.
Sepawi bin
Hj. Adenan
23rd December
1971.

P.13(D)

Letter from M. Swan Electricity
Supply to Hj. Sepawi bin Hj. Adenan
23rd December, 1971

30

M. Swan Electricity Supply, S'tok,
c/o Swan Electrical Works Sdn.Bhd.,
M. Swan Building,
Abell Road, Kuching.

23rd December, 1971.

Cr. Hj. Sepawi bin Hj. Adenan,
Jalan Sawmill,
Saratok.

40

Dear Sir,

Application for Electricity Supply

This is to acknowledge receipt of your letter dated the 16th instant and to say that the matter is now receiving the attention of the Public Works Department, Headquarters, Kuching. We will further communicate to you as soon as we learn something from them.

Yours faithfully,
M. Swan Electricity Supply, S'tok.
Sole Proprietor

P.13(D)

Letter from
M. Swan
Electricity
Supply to Hj.
Sepawi bin
Hj. Adenan
23rd December
1971.
(cont'd)

P.14(A)

Letter from General Manager of SESCO
to Plaintiff - 1st August, 1973

P.14(A)

Letter from
General Manager
of SESCO to
Plaintiff -
1st August
1973.

SESCO
Sarawak Electricity
Supply Corporation
P.O. Box No. 149,
Kuching, Sarawak,
East Malaysia

PERSYARIKATAN
PEMBEKALAN LETRIK
SARAWAK
Peti Surat No. 149,
Kuching, Sarawak,
Malaysia Timor.

Our ref:
LFY/POF/H12/21

Talipon No. 20191
Taligeram: "SESCO"

1st August 1973

Mr. Wong Ah Suan,
Swan Electrical Works Sdn. Bhd.,
Abell Road,
Kuching.

REGISTERED

Dear Sirs,

Electricity Supply in Saratok

This is to inform you that we have received more than 60 applications for our Corporation to supply electricity to Saratok new bazaar, Kampong Melayu Illir, and Ulu, and the other outskirts of Saratok Bazaar.

Pursuant to Section 15 of the Sarawak Electricity Supply Corporation Ordinance No. 25 of 1962, we hereby apply to you, as the present licensee operating in Saratok, for consent to supply electrical energy to the above-mentioned applicants.

P.14(A)

Letter from
General Manager
of SESCO to
Plaintiff -
1st August
1973.
(cont'd)

As this is a matter of urgency, we would appreciate a reply within one week of the receipt of this letter, failing which we would presume that you do not agree to give us the consent.

Yours faithfully,

(sgd) Lye Fah Yew
(Lye Fah Yew)
GENERAL MANAGER

P.14(B)

Letter from
Thomas & Co.
to General
Manager of
SESCO - 8th
August 1973.

P.14(B)

Letter from Thomas & Co. to General
Manager of SESCO - 8th August, 1973

10

REGISTERED

8th August, 1973.

General Manager,
Sarawak Electricity Supply Corporation,
P.O. Box No. 149,
Kuching.

Dear Sir,

Electricity Supply in Saratok

We act for Mr. Wong Ah Suan of Swan
Electrical Works Sdn. Bhd., Abell Road, Kuching,
who has placed in our hands your letter
LFY/POF/HL2/21 dated the 1st August, 1973, with
instructions to reply thereto.

20

Our client says that he is, and has been,
able and willing to supply the requisite energy
upon reasonable terms and within reasonable time
and that, therefore, he is not prepared to give
the consent you seek.

Our client would like to take this
opportunity to request you (as he has requested
the Government by separate letter in reply to
the letter from the Ministry of Communications and
Works dated the 23rd July, 1973, addressed to
him with copy to you) not to do anything that may
directly or indirectly make it difficult for him
to continue the supply of electrical energy in
accordance with the Licence and the Supplementary
Electricity Licence granted to him by successive
Governors in 1961 and 1971, respectively.

30

40

The Government is acting unreasonably and
illegally in purportedly introducing new

electricity tariff rates set out in the said letter dated the 23rd July, 1973, for the supply in Saratok, having regard to the fact that the applicable rates are clearly set out in the said Supplemental Electricity Licence - the rates considered reasonable by His Excellency the Governor in 1971 are still undoubtedly reasonable.

P.14(B)

Letter from
Thomas & Co.
to General
Manager of
Sesco - 8th
August 1973.
(cont'd)

Yours faithfully,

(sgd) Thomas & Co.)

P.14(C)

Letter from General Manager of Sesco
to Plaintiff - 8th September, 1973

P.14(C)

Letter from
General
Manager of
Sesco to
Plaintiff
8th September
1973.

SESCO
Sarawak Electricity
Supply Corporation,
P.O. Box No. 149,
Kuching, Sarawak,
East Malaysia.

PERSYARIKATAN
PEMBEKALAN LETRIK
SARAWAK
Peti Surat No. 149,
Kuching, Sarawak,
Malaysia Timor.

Our ref:
CPK/MCF/H12/21

Talipon No. 20191
Taligeram: "SESCO"

Date 8th September 1973.

Mr. Wong Ah Suan,
Messrs. Swan Electrical Work Sdn. Bhd.,
M. Swan Building,
Abell Road,
Kuching.

Dear Sir,

Electricity Supply To Saratok

In reply to your letter dated 8th August, 1973 this is to inform you that the electricity supply application from the Saratok people have been considered by the Corporation and the Saratok applicants have been informed regarding the rate, terms and conditions upon which SESCO will supply the energy. We would like to add that SESCO is under a legal obligation to provide electricity to such applicants.

Yours faithfully,

Sgd. Lye Fah Yew
(LYE FAH YEW)
GENERAL MANAGER

P.14(D)

Letter from
Thomas & Co.
to General
Manager of
Sesco - 3rd
November 1975.

P.14(D)

Letter from Thomas & Co. to General
Manager of Sesco - 3rd November, 1975

URGENT

3rd November, 1975.

General Manager,
Sarawak Electricity Supply Corporation,
Electra House,
Kuching.

Dear Sir,

10

Electricity Supply in Saratok

As you know we act for Mr. Wong Ah Suan of
Swan Electrical Works Sdn. Bhd. of Abell Road,
Kuching.

Our client complains that your corporation
has started electricity supply operations in
Saratok in the area covered by the exclusive
Licence granted to him by the State Government of
Sarawak, in spite of the fact that he is, and has
been, able and willing to supply electric energy
in Saratok - see our letter on the same subject
addressed to you and dated 8th August, 1973.

20

While reserving our client's rights, he
demands that you forthwith cease the operations
complained of. If a satisfactory reply is not
received from you by 4 p.m. tomorrow our
instructions are to institute Court proceedings
without further warning to enforce our client's
rights in the matter.

Yours faithfully,

30

Sgd. Thomas & Co.

P.15(A)

Letter from Ee, Lim & Leong to
Sarawak Government - 14th July 1976

P.15(A)

Letter from
Ee, Lim &
Leong to
Sarawak
Government
14th July
1976.

EPT/174/76-1-3

14th July, 1976.

The Government of the State of Sarawak
through the Secretary,
The Ministry of Communications and Works,
Kuching.

Dear Sir,

10 re: Licence to supply electricity - Saratok

We act for Mr. Wong Ah Suan of Kuching, who
has on the 1st day of January, 1961, been granted
an exclusive licence to supply electricity to
Saratok in particular to all that area delineated
in the plan attached to the licence. The licence
is specially exclusive in nature and has a life of
at least until the 31st December, 1985.

20 We have been informed by our client that
some time in November, 1975, and despite the
exclusive nature of the said licence you have in
blatant breach of the licence allowed Messrs.
Sarawak Electricity Supply Corporation to supply
electricity to a part of the town of Saratok which
is inside the supply area designated in the licence.

30 Please take notice therefore that if within the
period of ten (10) days from the date of this
letter you do not cause SESCO to cease the supply
and to remove all their structures and erections we
shall take the necessary steps to institute an
action.

Our client stands ready and willing to supply
the electricity in place of SESCO. In fact he has
at all times been ready and willing to so supply.

Yours faithfully,
EE, LIM & LEONG
Sgd.
Ee, S.P.T.

c.c. Client

P.15(B)

Letter from
Ministry of
Communications
and Works to
Ee, Lim & Leong
19th July 1976

P.15(B)

Letter from Ministry of Communication
and Works to Ee, Lim & Leong - 19th
July, 1976

KEMENTERIAN PERHUBONGAN DAN KERJA RAYA,
SARAWAK,
THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

Telegraphic Address:-

"MINWORKS KUCHING"

Ref: MCW/1081(172)

19th July, 1976.

10

Messrs. Ee, Lim, & Leong,
Advocates,
P.O. Box 93,
Kuching.

Gentlemen,

I have the honour to acknowledge receipt
of your letter ref. EPT/174/76-1-3 of 14th July,
1976 and wish to advise that Sarawak Electricity
Supply Corporation has all the statutory
powers under the Sarawak Electricity Supply
Corporation Ordinance to provide electricity
wherever it is required. SESCO is obliged,
under the Ordinance, to comply with the provisions
of the Ordinance and, therefore, it is not
correct to say that the Ministry allowed SESCO
to supply electricity to Saratok. The Ministry
cannot interfere where SESCO acts in compliance
with the provisions of the Ordinance.

20

Saya yang menurut perintah

30

Sgd. William Tang
(WILLIAM TANG)

Setia Usaha Tetap,
Kementerian Perhubungan dan
Kerja Raya

STAMPED 21 JUL 1976

P.15(C)

Letter from Ee, Lim & Leong to Ministry
of Communications and Works - 27th July
1976

MCW/1081(172)
EPT/174/76-1-4

URGENT

27th July, 1976

Setia Usaha Tetap,
Kementerian Perhubungan Dan Kerja Raya,
KUCHING.

Dear Sir,

We refer to your letter of the 19th July, 1976.

We couldn't agree with you more that under the relevant Ordinance SESCO is under a duty to supply electricity and energy but you are no doubt also aware that under the Ordinance this duty is restricted in so far as concerns areas where licences have been granted to private individuals.

In so far as our client is concerned SESCO has not moved within the restriction provided by law and we will of course institute an action against it presently.

We note that according to you it is not correct to say that the Ministry had allowed SESCO to supply electricity to Saratok and therefore breached the licence. Are you prepared to go further and state that the Governor in Council has consented to SESCO supplying electricity to Saratok because consent by our client has been withheld? In other words are you by your said letter saying that the Governor in Council has not consented to SESCO so supply?

Please take notice that if within the space of two weeks from the date of this letter you do not make a reply to our questions above framed then we shall take it that the Governor in Council has in fact so consented, in which case a difference will have arisen in the said licence and we have instructions to proceed to arbitration.

Yours faithfully,
EE, LIM & LEONG
Sgd.
Ee, S.P.T.

c.c. Client

P.15(C)

Letter from
Ee, Lim &
Leong to
Ministry of
Communications
and Works
27th July 1976

P.15(D)

Letter from
Ministry of
Communications
and Works to
Ee, Lim & Leong
2nd August 1976

P.15(D)

Letter from Ministry of Communications
and Works to Ee, Lim & Leong - 2nd
August, 1976

KEMENTERIAN PERHUBUNGAN DAN KERJA RAYA,
THE MINISTRY OF COMMUNICATIONS AND WORKS.
SARAWAK.

Telegraphic Address:
"MINWORKS KUCHING"

Ref: MCW/1081(176)

2nd August 1976.

10

Messrs. Ee, Lim & Leong,
Advocates,
P.O. Box 93,
Kuching.

Gentlemen,

I have the honour to acknowledge receipt of
your letter ref. EPT/174/76-1-4 of 27th July,
1976 and wish to explain that the Governor in
Council had, on the refusal of your client to
give the consent and, in accordance with sub-
section 2 of section 15 of the Sarawak
Electricity Supply Corporation Ordinance
dispensed with such consent. I hope this
explanation would correct any misunderstanding
that the Ministry was in breach of the terms of
the licence. I am sure you would appreciate
that the dispensation of the consent by the
Governor-in-Council is in exercise of its
statutory powers and only when your client
unreasonably withheld his consent.

20

30

Saya yang menurut perintah,

Sgd. William Tang

(WILLIAM TANG)

Setia Usaha Tetap,
Kementerian Perhubungan dan
Kerja Raya.

P.15(E)

Letter from Ee, Lim & Leong to Ministry
of Communications and Works - 11th
August 1976

11th August, 1976.

EPT/174/76-1/8

The Ministry of Communication and Works,
Kuching.

Dear Sirs,

10 Thank you for your letter of the 2nd instant.
We note with satisfaction that the Governor in
Council has given consent overriding our client's.

We shall be taking the appropriate action
in due course.

Yours faithfully,
EE, LIM & LEONG
Sgd.
Ee, S. P. T.

c.c. client.

P.15(F)

20 Letter from Ee, Lim & Leong to The
Sarawak Government - 11th August 1976

11th August, 1976.

EPT/174/76-1/7

The Government of the State of Sarawak,
c/- The Chief Minister's office,
Kuching.

Dear Sirs,

30 We act for Mr. Wong Ah Suan of No. 4,
Gartak Street, Kuching, and we refer to the
licence granted to him by the Governor and
Commander in Chief of Sarawak under the
Electricity Ordinance (Cap. 137) on the 1st
day of January, 1961.

Amongst other things the licence provided
that our client will have complete exclusiveness

P.15(E)

Letter from
Ee, Lim & Leong
to Ministry of
Communications
and Works
11th August
1976.

P.15(F)

Letter from
Ee, Lim & Leong
to The
Sarawak
Government
11th August
1976.

P.15(F)

Letter from
Ee, Lim & Leong
to The
Sarawak
Government
11th August
1976.
(cont'd)

to supply light and energy to the designated area in the said licence until 31st December, 1985. Unfortunately some time ago, and without our client's knowledge or consent the Governor in Council upon very ill advice consented to the Sarawak Electricity Supply Corporation supplying light and energy to the said designated area also.

By this very action the Governor in Council and hence the Government of the State of Sarawak has breached the licence and our client is entitled to commence proceedings for damages.

10

Before doing so our client is obliged to proceed under the arbitration clause contained in clause (17) of the said licence - UNLESS you would be prepared to agree with our client in writing to do away with the said clause whereupon we could all proceed to Court and save a lot of costs and time.

20

We have on the 10th August, 1976, approached Patrick B.C. Tan Esq. of Messrs. Yong & Co., Kuching, who has agreed to be appointed as arbitrator for this matter. We therefore write to enquire whether you can agree to Mr. Tan being so appointed. If you do not render a reply to this matter within 10 (ten) days from the date of this letter we shall be forced to conclude that you do not so agree whereupon our client shall proceed further as advised.

30

Yours faithfully,
EE, LIM & LEONG
Sgd.
Ee, S. P. T.

c.c. client.

P.15(G)

Letter from
Chief Minister's
Office to Ee,
Lim & Leong
4th September
1976.

P.15(G)

Letter from Chief Minister's Office
to Ee, Lim & Leong - 4th September
1976

40

OFFICE OF THE CHIEF MINISTER,
KUCHING, SARAWAK.

Telegraphic Address:
"STATESEC KUCHING".

Ref: 3/PKM/1408/T.

4th September 1976.

Mr. S.P.T. Ee,
20, Khoo Hun Yeang Street, (1st Floor),
P.O. Box 93,
Kuching.

Tuan,

I am directed to acknowledge the receipt
of your letter ref: EPT/174/76-1/7 of 11th
August, 1976, which is receiving attention.

Saya yang menurut perintah,

Sgd.

(Hashim bin Hj. Mahdi)
b/p Setiausaha Kerajaan,
SARAWAK.

P.15(G)

Letter from
Chief
Minister's
Office to Ee,
Lim & Leong
4th September
1976.
(cont'd)

P.16(A)

Letter from Messrs. Ee, Lim & Leong to
Sesco - 21st July, 1976

EPT/174/76-10

P.16(A)

Letter from
Messrs. Ee,
Lim & Leong to
Sesco - 21st
July, 1976.

21st July, 1976

A/R REGISTERED

The Sarawak Electricity Supply Corp.,
Electra House,
Power Street,
Kuching.

Dear Sirs,

We act for Mr. Wong Ah Suan of Kuching, whose
previous advocates were Messrs. Thomas & Co.,
Kuching, and we refer to the licence granted to
our client by the State Government for the supply
of electricity and energy to Saratok.

We have been informed by our client that you have
since November, 1975 begun supplying the shophouse
owners in Saratok with electricity and energy
despite the exclusiveness of our client's licence.

Take notice that if within the space of two weeks
from the date of this letter you do not cease the
supply of electricity and energy our client will
commence an action against you for damages. No
further warning will be given.

Yours faithfully,
EE, LIM & LEONG
Sgd. Ee, S.P.T.

c.c. Client

P.16(B)

Letter from
Chan, Jugah,
Wan Ullok &
Co. to Messrs.
Ee, Lim & Leong
29th July 1976

P.16(B)

Letter from Chan, Jugah, Wan Ullok
& Co. to Messrs. Ee, Lim & Leong
29th July 1976

CHAN, JUGAH, WAN ULLOK & CO.
ADVOCATES/PEGUAMBELA

MATTHEW T.K. CHAN
S.T. WAN ULLOK
L. LINGGI JUGAH
ROBIN T.K. HOO
LOKE YIK PING
PETER F.K. CHIN
KING CHIU KEK
ADENAN B. HJ. SATEM
PAUL K.P. CHAN

O.C.B.C. Building,
(2nd Floor),
Khoo Hun Yeang Street,
Kuching, Sarawak.
Malaysia.

P.O. Box 1500 10
Cable Address:
"CHANCO"
Telephone :
21626, 25206

Our ref: MC/MC/A1323/75
Your ref: EPT/174/76-10

29th July, 1976.

Messrs. Ee, Lim & Leong,
Advocates,
KUCHING.

20

Dear Sirs,

re: Electricity supply in Saratok

We act on behalf of The Sarawak Electricity
Supply Corporation. Your letter dated the 21st
July, 1976, has been referred to us to reply
thereto. We forward herewith a copy of our
letter to Messrs. Thomas & Co., your client's
previous Advocates, dated the 19th November,
1975, which is self-explanatory. Our clients'
position still stands.

30

Yours faithfully,

Sgd.

Encl:
c.c. Clients.

STAMPED 30 JUL 1976

Miri Office:
WAN ULLOK, JUGAH, CHIN & CO.,
Kiat Siang Building, (2nd Floor), River Road,
Miri, Sarawak.

Sibu Office:
CHAN JUGAH, HOO & CO.,
26 Kampong Nyabor Road,
Sibu, Sarawak.

40

P.16(C)

Letter to Messrs. Thomas & Co. dated
19th November 1975

MC/el/S1323/75

19th November 1975.

Messrs. Thomas & Co.,
Advocates,
KUCHING.

Dear Sirs,

re: Electricity Supply in Saratok

10 We act on behalf of Sarawak Electricity
Supply Corporation. We refer to your letter to
our clients dated the 3rd November, 1975.

2. Your client had unreasonably refused or
withheld his consent to allow our clients to
supply electricity to the area concerned.
Pursuant to section 15 of the Sarawak Electricity
Supply Corporation Ordinance, 1962, our clients
have obtained dispensation of the consent of your
client.

20 3. There is no basis for our clients to cease
operation as demanded by your client in
paragraph 3 of your said letter.

Yours faithfully,
Sgd.

P.17(A)

Letter from M. Swan Electricity Supply
to Secretary, Kalaka District Council
14th May, 1973

M. Swan Electricity Supply,
Saratok.

14th May 1973.

The Secretary,
Kalaka District Council,
Saratok.

Dear Sir,

We are given to understand that there will
be street lighting provided in the area of those

P.16(C)

Letter to
Messrs. Thomas
& Co. - 19th
November 1975.

P.17(A)

Letter from
M. Swan
Electricity
Supply to
Secretary,
Kalaka
District
Council
-14th May 1973

P.17(A)

Letter from
M. Swan
Electricity
Supply to
Secretary,
Kalaka
District
Council
14th May 1973.
(cont'd)

shop houses lots etc., of which The Sarawak
Development Corporation is the developer.

Kindly let us know by marking in the plan
indicating the exact position for the erection
of belian posts.

Thanking you,

Yours faithfully,

Sgd.

P.17(B)

Letter from
Secretary,
Kalaka District
Council to M.
Swan Electricity
Supply - 16th
May, 1973.

P.17(B)

Letter from Secretary, Kalaka
District Council to M. Swan
Electricity Supply - 16th May 1973

10

KALAKA DISTRICT COUNCIL

Our reference: 159 in PUU-4/1 Telegraphic
address:
COUNCIL SARATOK
Telephone:
SARATOK 6146
COUNCIL OFFICE,
SARATOK, SARAWAK.

20

16th May, 1973.

The Proprietor,
M. Swan Electrical Works,
Saratok.

Tuan,

I acknowledge receipt of your letter
dated 14th May 1973.

I regret to inform you that your request
cannot be entertained. Therefore your plan is
returned herewith.

30

Yours faithfully,

Sgd. Abdul Rahman

Abg. Abdulrahman b. Hj. Mohd.
Secretary,
Kalaka District Council

P.17(C)

Letter from Thomas & Co. to Secretary,
Kalaka District Council - 19th November
1973

P.17(C)

Letter from
Thomas & Co.
to Secretary
Kalaka District
Council - 19th
November 1973.

19th November, 1973.

The Secretary,
Kalaka District Council,
Council Office,
Saratok.

10 Dear Sir,

We act for, and on the instructions of,
Messrs. M. Swan Electricity Supply, Saratok.

20 Our clients say that in order to be able to
supply electricity to the people of Saratok and
in particular to the new shop houses completed
and occupied in or about September, 1973, they
requested you by letter dated 14th May, 1973 to
mark the exact position for erecting belian posts.
And you replied: "I regret to inform you that
your request cannot be entertained. Therefore
your plan is returned herewith."

30 If you still refuse to comply with our
clients' request for marking the position for
the erection of belian posts would you please
give the reason for the refusal. You are, no
doubt, aware that Mr. Wong Ah Suan of M. Swan
Electricity Supply is the sole licensee for the
supply of electricity in Saratok and that by
your refusal you are making it difficult for him
to carry out his obligations as a licensee.

As the government of Sarawak and the Sarawak
Electricity Supply Corporation have of late
expressed unusual concern in the matter of the
supply of electricity in Saratok, copies of this
letter are being sent to them.

Yours faithfully,

Sgd. Thomas & Co.

40 copy to: 1. Permanent Secretary,
Ministry of Communications and Works,
The Secretariat,
Kuching.
2. General Manager,
Sarawak Electricity Supply Corporation,
P.O. Box 149,
Kuching.

P.17(D)

Letter from
Secretary,
Kalaka District
Council to
Thomas & Co.
14th December
1973.

P.17(D)

Letter from Secretary, Kalaka
District Council to Thomas &
Co. - 14th December, 1973

KALAKA DISTRICT COUNCIL

Our reference:
172 in PUU-4/1

Telegraphic Address:
COUNCIL SARATOK
Telephone:
SARATOK 4
COUNCIL OFFICE,
SARATOK, SARAWAK.

10

14th December, 1973.

Thomas & Co.,
ADVOCATES,
9 India Street,
P.O. Box 517,
Kuching.

Tuan,

Proposed Street Lighting in the
Saratok New Bazaar

20

Thank you for your letter of 19th
November, 1973.

Of course this Council would very much
like to see that proper Street Lighting be
installed to the Saratok New Bazaar, but there
is nothing this Council can do as there is no
fund available to carry out the project.

Yours faithfully,

Sgd. Abdul Rahman
(Abang Abdul Rahman, Hj.Mohd)
Setiausaha,
Majlis Daerah Kalaka.

30

s.k. Setiausaha Tetap,
Kementerian Kerajaan Tempatan, Kuching,
Resident, Bahagian Kedua, Simanggang.
Pegawai Daerah, Saratok.

P.18

Letter from Manager of Woo Tiew
Theatre to Lam Swan Electricity Supply
21st February 1976

Manager
Woo Tiew Theatre
Saratok
P.O. Box No. 6.
21st February 1976

P.18

Letter from
Manager of
Woo Tiew
Theatre to
Lam Swan
Electricity
Supply.
21st February
1976

10 The Lam Swan Electric Supply Co.
Saratok Branch,
SARATOK.

Dear Sir,

Application of cease to use your service

With this letter I inform you that a month
notice to cease of obtain your electric supply
to my premises to effect as from 1st to 29th
February 1976, foremost I thank your kind service
which has been rendered to me since the past.

20 Yours faithfully,
Sgd.

Manager Woo Tiew Theatre
Saratok.

P.19

Letter from S.T.C. Bhd. to Nam Swan
Electricity Supply - 30th May, 1976.

SARAWAK TRANSPORT CO. BHD.
2½ Mile, Rock Road,
Kuching, Sarawak.

P.19

Letter from
S.T.C. Bhd.
to Nam Swan
Electricity
Supply - 30th
May, 1976.

30 Office Tel. No. 20039
Manager Tel. No. 22579
Kuching Bus Station Tel No. 22967
Serian Bus Station Tel No. 2175.

To, The Manager,
Nam Swan Electricity Supply
Corporation, Saratok.

The Manager,
S.T.C. Saratok.
30 May, 1976.

Electric Supply Cancelled

Sir,

P.19

Letter from
S.T.C. Bhd.
to Nam Swan
Electricity
Supply - 30th
May, 1976.
(cont'd)

Beyond instead of Sarawak Electricity Supply Corporation established. I should be informed you that the electric current lines here had been fixed and also proved by this department.

So from June onward, we do not use your Electric supply any longer.

We here with many thanks for your previous services.

Yours faithfully,

The Manager.
S.T.C. Berhad,
Saratok Branch,
Saratok.

10

STAMPED SARAWAK TRANSPORT CO. BHD.

P.20(A)

Photostat copy
of the
Agreement -
8th October
1971.

P.20(A)

Photostat copy of the Agreement -
8th October, 1971

STAMPED M\$6

AN AGREEMENT made this 8th day of October, 1971 BETWEEN GAN AH LIANG alias GAN KIAN LIANG (I/C.K.124000 (Owner) of Siong Hin Liong Kee, Saratok Bazaar, Saratok,----- (address) (hereinafter called the Employer) of the first part AND BORNEO DEVELOPMENT CORPORATION SDN.BHD., a company incorporated in Malaysia and having its registered office at Electra House, Kuching, Sarawak, (hereinafter called the Developer) of the other part.

20

WHEREAS:-

- (1) The State Government has alienated 61 lots of State Land to various businessmen for construction of shophouse (hereinafter referred to as the Saratok Town Redevelopment Site).
- (2) The Employer is the registered proprietor of one of these lots known as that parcel of land situate at Saratok Bazaar described as Lot 93 Saratok Town District----- containing an area of 1,600 sq. feet more or less, (hereinafter referred to as the said land).
- (3) The Employer is desirous of having a shophouse built on the said land by the said Developer

30

40

according to plans and specifications prepared by the Development which shall have the prior approval of the Kalaka District Council and as hereinafter provided, the plans specifications have been seen and approved by the Employer.

P.20(A)

Photostat copy of the Agreement - 8th October 1971.
(cont'd)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That the Employer hereby appoint the Developer as the sole Developer to construct or cause to be constructed the building on the said land according to plans, drawings and specifications to be approved by the majority of the owners of the said Saratok Town Redevelopment Site, the Kalaka District Council and the Director of Lands and Surveys (hereinafter referred to as the said shophouse).

2. That the Developer shall, at its own costs, cause to be drawn plans, drawings and specifications for the said shophouse for the approval of the Director of Lands and Surveys, Kalaka District Council and the Employer: Provided that the Developer shall not be obliged to have the plans, drawings and specifications drawn unless all of the owners of the said Saratok Town Redevelopment Site shall have appointed the Developer as the sole contractor. And provided further that the Employer shall be bound by the terms of this agreement until the Developer shall have exercised its discretion.

3. Upon the approval of the said plans, drawings and specifications by the Kalaka District Council, the Director of Lands and Surveys and a majority of the owners of the said Saratok Town Redevelopment Site and with or without the approval of the Employer the Developer shall forthwith commence construction work on the said Saratok Town Redevelopment Site and construct the building for the Employer.

4. The Developer shall, at its own costs, provide building materials and labour and construct or cause to be constructed on the said land the said shophouse in accordance with the plans approved as stated in Clause 3 above.

5. All the building materials and labour for the construction of the said shophouse, transport charges, sanitary plumbing and electrical wiring inside the said shophouse shall be borne by the Developer: Provided that the meter charges and the supply of water and electricity to the said

P.20(A)

Photostat copy
of the
Agreement -
8th October
1971.
(cont'd)

shophouse from any source and any other charges,
if any, shall be borne by the Employer solely.

6. Subject to all payments as required herein the Developer shall complete the said shophouse within Twenty-four months (24) from the date of the approval of the said plans, drawings and specifications by the Kalaka District Council: PROVIDED ALWAYS that the Developer shall not be liable for claims from the Employer whatsoever in connection with any delay occasioned by war strike or combination of workmen, lockout, civil commotion, force majeure, inclement weather, loss or damage by fire, flood, tempest and other circumstances beyond the control of the Developer. In such a case the time of completion shall be extended for such reasonable time as the Developer may decide.

10

7. The Developer shall perform the conditions abovementioned in consideration of the sum of Dollars One thousand only (\$1,000.00) now paid by the Employer as deposit (Receipt whereof the Developer hereby acknowledges). The Developer will construct the said shophouse for the Employer according to the terms of this agreement for the Estimated Price of Dollars Twenty-seven thousand only (\$27,000.00).

20

8. It is hereby agreed and confirmed by the Employer that the Estimated Price is subject to adjustment on completion of the said shophouse when the final construction costs, fee and expense are ascertained. In the event that the total costs exceed the Estimated Price, the Employer shall pay in cash on demand to the Developer any sum or sums found due after such adjustment.

30

9. The Estimated Price for completing the said shophouse is \$27,000.00 and shall be paid by the Employer less the aforesaid deposit of \$1,000.00 to the Developer in the manner following:-

40

- (a) The sum of Dollars One Thousand only (\$1,000.00) within 7 days of commencement of construction work on the said shophouse and/or the Saratok Town Redevelopment Site;
- (b) The balance of the Estimated Price in the sum of Dollars Twenty-five Thousand only (\$25,000.00) shall be by way of

EITHER (i) A loan for \$25,000.00 from the Developer payable in equal monthly

instalments over a period of Ten (10) years with interest thereon at the rate of 9% per annum on monthly reducing balance. The said loan shall be secured by a charge upon the said Land in favour of the said Developer and the said MEMORANDUM OF CHARGE shall be executed within 7 days from the date of the Occupation Permit for the said shophouse issued by the Kalaka District Council.

P.20(A)
Photostat copy
of the
Agreement -
8th October
1971.
(cont'd)

OR (ii) In cash payable by the Employer to the Developer within 7 days from the date of the Occupation Permit AND UNTIL payment the said sum of \$25,000.00 plus such additional sum if any, as may be payable under clause 8 (together with interest thereon at the rate of 10% per annum) shall be a charge upon the said Land in favour of the said Developer.

PROVIDED ALWAYS that the Developer may at its sole discretion lodge a caveat against the said land and such caveat shall not be withdrawn until the completion of the said building and the payment by the owner as aforementioned.

10. If during the course of the construction of the said shophouse the Employer shall require any deviation to be made to the said plans and specifications or if he shall require any additional or other work to be done therein the Developer may at its sole discretion on the written request of the Employer and subject to the approval of the appropriate authorities, carry out or cause to be carried out such works at such extra cost as may be agreed between the parties hereto but in such event any delay in the completion date shall be at the Employer's risk and cost.

11. Notwithstanding anything to the contrary, the Developer shall construct the said shophouse as far as possible in accordance with the approved plans, drawings and specifications but it shall be lawful for the Developer from time to time to make such reasonable variations from the said drawings and specifications as the Developer may, in its absolute discretion consider fit or expedient, and the Developer may carry out such variations without incurring any liability of any kind whatsoever in their respect subject to Clause 10 above.

12. Any defects shrinkage or other faults in the

P.20(A)

Photostat copy
of the
Agreement -
8th October
1971.
(cont'd)

said shophouse may become apparent within six (6) months from the date of completion of the works as certified by the Developer's Engineer shall be made good by the Developer at its own costs and expenses within a reasonable time of its having received written notice thereof from the Employer and in the event of any dispute arising as to whether such defects or other faults fall within the scope of this clause and whether the Developer is bound to make good or remedy the same the decision of the Engineer of the Developer shall be final and binding on the parties hereto.

10

13. The Developer will upon the issue by the competent authority of a valid certificate of fitness for occupation in respect of the said shophouse deliver same to the Employer within three (3) weeks from issue thereof by the competent authority.

14. The Employer shall not be entitled to enter into occupation of the said completed shophouse certified fit for occupation unless all moneys then due and payable by the Employer to the Developer shall first have been received by the Developer.

20

15. The Employer shall charge the said land together with the said shophouse to the Developer as security for the payment of the balance of the Estimated Price together with interest thereon and provided under Clause 9(b) above upon such terms and conditions as the Developer shall require unless the Employer shall pay off the balance of the Estimated Price as specified in paragraph 9(b)(ii).

30

16. The Employer shall be solely responsible for all legal fees, stamp duty, and other charges incurred by incidental to or connected with this agreement.

17. The Employer shall, upon the commencement of construction work on the said land, execute a Memorandum of Transfer of the said land in favour of the Developer and upon the issue of the issue document of title relating to the said land by the Land Office, deposit the same with Yong & Co. Advocates, Kuching as stake holder. Provided that the Developer shall not register the said Memorandum of Transfer unless the Employer is in breach of any of the terms of this agreement and provided that the Developer shall return the said Memorandum of Transfer and the issue document of titles upon the completion of this agreement.

40

50

P.20(B)

Photostat
copy of the
Agreement
13th October
1971.

P.20(B)

Photostat copy of the Agreement
13th October 1971

STAMPED M. \$6.00

AN AGREEMENT made this 13th day of October, 1971 BETWEEN GAN AH LIANG alias GAN KIAN LIANG (ICK.124000)(Owner) of Siong Hin Kiong Kee, Saratok Bazaar, Saratok, Sarawak, (address) (hereinafter called the Employer) of the First Part and BORNEO DEVELOPMENT CORPORATION SDN. BHD., 10 a company incorporated in Malaysia and having its registered office at Electra House, Kuching, Sarawak, (hereinafter called the Developer) of the other part

WHEREAS:-

- (1) The State Government has alienated 61 lots of State Land to various businessmen for construction of shophouse (hereinafter referred to as the Saratok Town Redevelopment Site). 20
- (2) The Employer is the registered proprietor of one of these Lots known as that parcel of land situate at Saratok Bazaar described as Lot 94 Saratok Town Land District ----- containing an area of 1,600 square feet, more or less, (hereinafter referred to as the said land).
- (3) The Employer is desirous of having a shophouse built on the said land by the said Developer according to plans and specifications 30 prepared by the Developer which shall have the prior approval of the Kalaka District Council and as hereinafter provided, the plans specifications have been seen and approved by the Employer.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That the Employer hereby appoint the Developer as the sole Developer to construct or cause to be constructed the building on the said land according to plans, drawings and specifications to be approved by the majority of 40 the owners of the said Saratok Town Redevelopment Site, the Kalaka District Council and the Director of Lands and Surveys (hereinafter referred to as the said shophouse).

10 2. That the Developer shall, at its own costs, cause to be drawn plans, drawings and specifications for the said shophouse for the approval of the Director of Lands and Surveys, Kalaka District Council and the Employer: Provided that the Developer shall not be obliged to have the plans, drawings and specifications drawn unless all of the owners of the said Saratok Town Redevelopment Site shall have appointed the Developer as the sole contractor. And provided further that the Employer shall be bound by the terms of this agreement until the Developer shall have exercised its discretion.

P.20(B)
Photostat
copy of the
Agreement
13th October
1971.
(cont'd)

20 3. Upon the approval of the said plans, drawings and specifications by the Kalaka District Council, the Director of Lands and Surveys and a majority of the owners of the said Saratok Town Redevelopment Site and with or without the approval of the Employer the Developer shall forthwith commence construction work on the said Saratok Town Redevelopment Site and construct the building for the Employer.

4. The Developer shall, at its own costs, provide building materials and labour and construct or cause to be constructed on the said land the said shophouse in accordance with the plans approved as stated in Clause 3 above.

30 5. All the building materials and labour for the construction of the said shophouse, transport charges, sanitary plumbing and electrical wiring inside the said shophouse shall be borne by the Developer : Provided that the meter charges and the supply of water and electricity to the said shophouse from any source and any other charges, if any, shall be borne by the Employer solely.

40 6. Subject to all payments as required herein the Developer shall complete the said shophouse within Twenty-four months (24) from the date of the approval of the said plans, drawings and specifications by the Kalaka District Council: PROVIDED ALWAYS that the Developer shall not be liable for claims from the Employer whatsoever in connection with any delay occasioned by war strike or combination of workmen, lockout, civil commotion, force majeure, inclement weather, loss or damage by fire, flood, tempest and other circumstances beyond the control of the Developer.
50 In such a case the time of completion shall be extended for such reasonable time as the Developer may decide.

P.20(B)

Photostat
copy of the
Agreement
13th October
1971.
(cont'd)

7. The Developer shall perform the conditions abovementioned in consideration of the sum of Dollars One thousand only (\$1,000.00) now paid by the Employer as deposit (Receipt whereof the Developer hereby acknowledges). The Developer will **construct** the said shophouse for the Employer according to the terms of this agreement for the Estimated Price of Dollars Twenty-seven thousand only (\$27,000.00).

8. It is hereby agreed and confirmed by the Employer that the Estimated Price is subject to adjustment on completion of the said shophouse when the final construction costs, fee and expense are ascertained. In the event that the total costs exceed the Estimated Price, the Employer shall pay in cash on demand to the Developer any sum or sums found due after such adjustment. 10

9. The Estimated Price for completing the said shophouse is \$27,000.00 and shall be paid by the Employer less the aforesaid deposit of \$1,000.00 to the Developer in the manner following:- 20

(a) The sum of Dollars One thousand only (\$1,000.00) within 7 days of commencement of construction work on the said shophouse and/or the Saratok Town Redevelopment Site;

(b) The balance of the Estimated Price in the sum of Dollars Twenty-five Thousand only (\$25,000.00) shall be by way of 30

EITHER (i) A loan for \$25,000.00 from the Developer payable in equal monthly instalments over a period of Ten (10) years with interest thereon at the rate of 9% per annum on monthly reducing balance. The said loan shall be secured by a charge upon the said land in favour of the said Developer and the said MEMORANDUM OF CHARGE shall be executed within 7 days from the date of the Occupation Permit for the said shophouse issued by the Kalaka District Council. 40

(ii) In cash payable by the Employer to the Developer within 7 days from the date of the Occupation Permit AND UNTIL payment the said sum of \$25,000.00 plus such additional sum if any, as may be payable under clause 8 (together with 50

interest thereon at the rate of 10% per annum) shall be a charge upon the said land in favour of the said Developer

P.20(B)

Photostat
copy of the
Agreement
13th October
1971.
(contd)

PROVIDED ALWAYS that the Developer may at its sole discretion lodge a caveat against the said land and such caveat shall not be withdrawn until the completion of the said building and the payment by the owner as aforementioned.

10

10. If during the course of the construction of the said shophouse the Employer shall require any deviation to be made to the said plans and specifications or if he shall require any additions or other work to be done therein the Developer may at its sole discretion on the written request of the Employer and subject to the approval of the appropriate authorities, carry out or cause to be carried out such works at such extra cost as may be agreed between the parties hereto but in such event any delay in the completion date shall be at the Employer's risk and cost.

20

11. Notwithstanding anything to the contrary the Developer shall construct the said shophouse as far as possible in accordance with the approved plans, drawings and specifications but it shall be lawful for the Developer from time to time to make such reasonable variations from the said drawings and specifications as the Developer may, in its absolute discretion consider fit or expedient, and the Developer may carry out such variations without incurring any liability of any kind whatsoever in their respect subject to Clause 10 above.

30

12. Any defects shrinkage or other faults in the said shophouse which may become apparent within six (6) months from the date of completion of the works as certified by the Developer's Engineer shall be made good by the Developer at its own costs and expenses within a reasonable time of its having received written notice thereof from the Employer and in the event of any dispute arising as to whether such defects or other faults fall within the scope of this clause and whether the Developer is bound to make good or remedy the same the decision of the Engineer of the Developer shall be final and binding on the parties hereto.

40

13. The Developer will upon the issue by the competent authority of a valid certificate of fitness for occupation in respect of the said

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P.20(B)

Photostat
copy of the
Agreement
13th October
1971.
(cont'd)

shophouse deliver same to the Employer within three (3) weeks from issue thereof by the competent authority.

14. The Employer shall not be entitled to enter into occupation of the said completed shophouse certified fit for occupation unless all moneys then due and payable by the Employer to the Developer shall first have been received by the Developer.

15. The Employer shall charge the said land together with the said shophouse to the Developer as security for the payment of the balance of the Estimated Price together with interest thereon and provided under Clause 9(b) above upon such terms and conditions as the Developer shall require unless the Employer shall pay off the balance of the Estimated Price as specified in paragraph 9(b)(ii). 10

16. The Employer shall be solely responsible for all legal fees, stamp duty, and other charges incurred by incidentals to or connected with this agreement. 20

17. The Employer shall, upon the commencement of construction work on the said land, execute a Memorandum of Transfer of the said land in favour of the Developer and upon the issue of the issue document of title relating to the said land by the Land Office, deposit the same with Yong & Co. Advocates, Kuching as stake holder. Provided that the Developer shall not register the said Memorandum of Transfer unless the Employer is in breach of any of the terms of this agreement and provided that the Developer shall return the said Memorandum of Transfer and the issue document of titles upon the completion of this Agreement. 30

18. The Developer shall have sole right and discretion to select and decide on the paint to be used and colour scheme for both interior and exterior of the shophouse to be constructed on the said land. 40

19. Any notice or letter sent by post and addressed to the Employer's address aforesaid or any other address given by the Employer shall be deemed to have been received and served on the Purchaser 48 hours after posting.

20. In the event of the Employer failing to observe the terms of this agreement and refusing to complete this agreement, the Developer shall

be entitled to forfeit the said deposit of \$1,000.00 as pre-estimated liquidated damages but without prejudice to the Developer's right to claim for specific performance and/or damages should the Employer's breach cause the Developer loss and damage costing more than \$1,000.00.

10

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SIGNED by the said)
GAN AH LIANG alias) Sgd.
GAN KIAN LIANG)

30

Z.1.

Letter from
proprietors
of firms to
Deputy Chief
Minister -
30th December
1972.

Z.1.

Letter from proprietors of firms
to Deputy Chief Minister - 30th
December 1972

Messrs. Sieng Hin Liong Kee
& Ors.

P.O. Box 5, Saratok.
2nd Division, Sarawak.

30th December, 1972.

DATE STAMPED 23 JAN 1973.

10

The Honourable the Deputy Chief Minister,
Secretariat,
Kuching.

Taun,

re: Electricity Supply at
Saratok by M. Swan Electricity
Supply

We, the undersigned, the proprietors of the
firms in Saratok Town, the inhabitants living in
the suburb and kampongs of Saratok have the honour
to petition to you in respect of the above matter.

20

It is said that Monopoly had been given to M.
Swan Electricity Supply, Saratok (hereinafter
called "the said M. Swan") for the supply of
electricity in Saratok when Sarawak was a colony.
We do hereby sincerely appeal to you that
because of the inferior service rendered and the
high prices charged by the said M. Swan, the
Government will kindly take over the role of the
supply of electricity in Saratok or to exercise
its legislative power to restrict the
unreasonable rising of prices by the said M. Swan,
on the following grounds:-

30

- (1) Since the 1st February, 1972, the said M.
Swan have been charging a tariff for the 1st
30 units at 60 cents per unit for domestic,
commercial consumption. (A copy of the
announcement by the said M. Swan to this
effect is enclosed herewith and marked "A"
for your kind perusal). We wish to humbly
point out that such a tariff is unreasonably
high in comparing with the tariff at Sibuluan
which is at 30 cents, 26 cents and 14 cents
per unit for domestic, commercial and
industrial consumptions respectively. A
copy of the illustration of the comparison
of the tariff between Sibuluan and Saratok is

40

enclosed herewith and marked "B". We wish to say that such a high rate of tariff imposed by M. Swan will not only impede the diversification of Sarawak economy from the agricultural to the industrial but also that the bulk of the population in Saratok including those malays in Kampong cannot afford to pay for them.

Z.1.

Letter from
proprietors
of firms to
Deputy Chief
Minister -
30th December
1972.
(cont'd)

- 10 (2) We would also humbly say that the high rate of tariff announced by the said M. Swan is entirely contradictory to the policy of the State Government for providing cheaper and subsidizing electricity to the rural area as disclosed by you in the Negri Council recently.
- 20 (3) On or about the 22nd day of September, 1972 we had been verbally notified by the Borneo Development Corporation who were on behalf of the said Swan Company that we also have to pay for the costs of the installation of the service lines (overhead lines) including the electric posts in the new bazaar of Saratok for the sum of \$22,390.00. We do hereby appeal to you that such a shifting of the said M. Swan's own liabilities to us is very unreasonable and is not in conformity with general practice as observed by the SESCO.
- 30 (4) The said M. Swan Company are only concerned of how to maximise their profit through the monopolistic power conferred on them by the Colonial Government without any consideration of the plight suffered by the general public. The following facts are the proofs:-
- 40 a. In 1970, Saratok Town was razed to ground by fire. Not only that the said M. Swan did not take into account of the misery suffered by refugees but conversely they increased their fees for the new electrical installation from \$30.00 to \$45.00 per lamp point.
- b. They maintain the rule that is an application could not install more than 4 lamp points the supply of electricity will be refused.
- 50 (5) The said M. Swan could not provide sufficient electricity for the use in Saratok. Thus, the Post and Telegraph Department and Sarawak Transport Company

Z.1.

Letter from
proprietors
of firms to
Deputy Chief
Minister -
30th December
1972.
(cont'd)

have to resort to their own generators
for supply of electricity. Those affected
most are the Industrial firms.

- (6) We would say that unless such a monopolitic
power wielded by the said M. Swan is
controlled, we will expect that we shall
have to suffer more from it.
- (7) This is time for our Representative
Government to review the monopoly granted
by the Colonial Government in the interest
of the public as a whole. The only
efficient control of monopolitic power is
by mean of the legislative measures either
by taking over the task of the supply of
electricity in Saratok by SESCO, a statutory
body of the Government or to restrict the
prices thereof. We are of the opinion
that the Supremacy of legislation should
not be fettered by the contract (if any)
made between the M. Swan and the Colonial
Government especially when the said Swan
Company are wielding the monopolitic power
so conferred unreasonably and arbitrarily.

10

20

We do hereby humbly appeal to you that you will
kindly carry out an investigation and look into
the matter and finally grant our above
application.

We are looking forward earnestly to
receiving your kind reply.

We have the honour to be,

30

Sir,

Your Obedient servants.

COMPARISON OF TARIFF BETWEEN SIBU & SARATOK

	<u>Lighting & fans</u>	<u>Combined Domestic</u>	<u>Commercial</u>	<u>Industrial</u>
<u>SARATOK:</u>	First 30 units at 60 cts per unit; Second 30 units at 50 cts per unit; Minimum charge: \$6.00 p.m.	First 30 units at 60 cts per unit; Second 30 units at 40 cts per unit	First 30 units at 60 cents per unit; Above 30 units at 40 cts. per unit;	First 30 units at 60 cents per unit; Above 30 units at 40 cts. per unit;
<u>SIBU:</u>	30 cents per unit Minimum charge: \$2.00 p.m.	First 30 cents per month 30 cents per unit Next 30 units per month 12 cts per unit.	First 60 unit p.m. 26 cents per unit; Next 4,940 units p.m. 14 cents per unit	First 1,500 units per month at 14 cts. per unit; Next 3,500 units per month at 9 cts per unit.

Z.I.
Letter from
proprietors
of firms to
Deputy Chief
Minister -
30th December
1972.
(cont'd)

Z.2.

Letter from
owners of
shophouses to
Deputy Chief
Minister - 2nd
March 1973.

Z.2.

Letter from owners of shophouses
to Deputy Chief Minister - 2nd
March 1973

c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.
2nd March, 1973.

The Hon'ble the Deputy Chief Minister/
Minister for Communications & Works,
Secretariat,
Kuching.

10

Hon'ble Minister,

We, the undersigned, owners of the shophouses
at the Saratok Bazaar, Second Division; beg to
inform you that during the recent meeting which
was attended by the majority of us, held on 28th
February, 1973 at the Min Syn School, Saratok at
7.30 p.m., we have duly elected the following
gentlemen to be our representatives:-

20

Encik Ong Chui Seng (Leader)
" Goh Kia Heng
" Yeo Thiam Seng
" Teng Kim Toh
" Heng It Tee
" Gan Ah Liang
" Tan Siew Boon

The above gentlemen were elected to
represent us in all future dealings and
discussions with the State Government, regarding
to the recent disagreement over the electricity
supply at Saratok and the proposed overhead
lines installations at the New Saratok Town.

30

We beg, to remain,
Yours faithfully,

(see lists attached for signatories)

c.c. The Hon'ble the Chief Minister, Kuching.
The State Secretary, Kuching.
The Resident, Second Division, Simanggang.
The General Manager, SESCO., Kuching.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

40

DATE STAMPED 10 MAR 1973.

Z.3.

Letter from owners of shophouses
to Deputy Chief Minister - 5th March
1973.

c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.

5th March, 1973.

Z.3.

Letter from
owners of
shophouses to
Deputy Chief
Minister
5th March 1973.

10 The Hon'ble the Deputy Chief Minister/
Minister for Communications & Works,
Secretariat,
Kuching.

Hon'ble Minister,

re: Saratok Electricity Supply

20 Further to our petition to you on the 30th
December, 1972, we, the undersigned, duly elected
representatives of the Saratok Bazaar shop-owners;
beg most respectfully to further appeal and
petition you, to permit the following delegates
to present and express our views on the recent
dispute over the supply of electricity at Saratok
by Messrs. M. Swan Electricity Supply, Saratok.

30 Hon'ble Sir, you might have heard of the
final decision that we have taken to go on an
'electricity supply strike' which took effect from
1st March, 1973. It is most unfortunate and
regrettable, but, we were faced with such
circumstances that there was no alternative for
us to take. As a last resort, we decided to call
for the strike. We feel that despite of our many
representations, discussions and meetings made
with the various authorities of the State
Government, on this very urgent and unfortunate
matter, nothing concrete had been decided so far.
It is not our very wish to call for the current
'electricity strike' as you do understand we are
the ones who will have to suffer the most,
economically and on the losing side. Whereas
40 the strike will certainly not affect the big and
well established firm like Messrs. M. Swan
Electricity Supply, of Saratok. The general
public, in and around the Saratok Town, including
the local Kampung folks and our Iban friends would
not be able to enjoy cold drinks from the local
coffee shops, nor can they enjoy any cinema-shows
and hotels cannot take in visitors, record-shops

2.3.

Letter from
owners of
shophouses to
Deputy Chief
Minister
5th March 1973.
(cont'd)

have to be silent. Indeed, the daily lives of the local residents are greatly effected.

For all these years since the establishment of the local electricity supply firm, we are the ones who have been monopolised by the said firm in their electricity charges (tariffs) which we were made to believe that the charges were fair and in accordance with the conditions laid down in the licence granted by the State Government to Messrs. M. Swan Electricity Supply, Saratok. In their reply to our letter of 20th February, 1973, the said firm denied the accusation made by us, in that they did not charge those shop-owners whose shophouses as well as their properties were totally destroyed during the 1970 Saratok Fire, at \$45.00 per lighting point. Not only did the said firm charged the shop-owners at \$45.00 per lighting point but insisted that each shophouse must install at the very least 4 points. We state and confirm here that we have their originals official receipts to prove our accusations.

10

20

We can never understand why the Sarawak Coalition Government could see that the Sarawak Electricity Supply Corp. can operate in a sub-district like Kabong, whereas, a bigger district like Saratok could not have electricity to be supplied by the same Corporation which is a semi-body of the State Government. We feel this is most unfair, in view of the facts that it was announced and published in the local papers that there are huge sums of millions-of-dollars set aside for the Sarawak Coalition Government under the Second Malaysia Plan to provide more and better electricity to the rural and suburban areas, through the Sarawak Electricity Supply Corporation.

30

Considering that Saratok is no smaller than many other Towns throughout the whole State of Sarawak, we beg that sincere considerations should be given to Saratok in the current Development Plan, to request the Sarawak Electricity Supply Corporation to operate in Saratok. Indeed, it is of a great pity that the two Malays Kampung consisting of about 500 families and many more residents within the Saratok Town, have never had the privileges of enjoying electricity at all since the establishment of Messrs. M. Swan Electricity Supply.

40

50

With the dispute unsettled, the future of the New Saratok Town consisting of 61 units of

modern shophouses, would look very dull and it would then look like a 'dark town'. Instead of promoting goodwill and understandings among the various races with the establishment of the New Saratok Town, it would then be most unfortunate to see most of the shophouses have to be closed very early in the evenings.

Z.3.

Letter from
owners of
shophouses to
Deputy Chief
Minister
5th March
1973.
(cont'd)

10 We, therefore, earnestly appeal to you,
Honourable Minister to look into our plight
and we do sincerely hope that the Sarawak
Coalition Government will consider this
matter seriously, for this involve the welfare
of the people of this district.

Finally, we beg that you will treat this
petition of utmost importance and that a final
decision reached to end this dispute.

We beg, to remain,

Sir,

20 Yours very faithfully,

1. Ong Chui Seng (Chief Delegate) Sgd.
Kapitan China.
2. Goh Kia Heng Sgd.
.....
3. Yeo Thiam Seng (Cr.) Sgd.
.....
4. Teng Kim Toh Sgd.
.....
5. Heng It Tee Sgd.
.....
6. Gan Ah Liang Sgd.
.....
7. Tan Siew Boon Sgd.
.....

30 c.c. The Hon'ble The Chief Minister, Kuching.
The State Secretary, Secretariat, Kuching.
The Resident, Second Division, Simanggang.
The General Manager, SESCO., Kuching.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

G.E.	2/1	13/3	Sec.
G.E.S.	a		Accl.
S.E.E. (P)			In L.A.

G.E. (M)		G.E.
Ref		File
Ref/date	11/3/73	

Z.4.

Letter to
General
Manager of
Sesco - 14th
March 1973.

Z.4.

Letter to General Manager of Sesco
14th March 1973

Enchi Ong Chui Seng,
Tuan Haji Sapawi B. Adenan
& 9 Others,
c/o Chop Teck Leong,
Saratok Bazaar,
SARATOK

14th March, 1973

The General Manager,
Sarawak Electricity
Supply Corpn.,
Electra House,
KUCHING.

I have replied

7/17/3	Rec.	
W	Acct.	
(P)	In Aud.	
E.E. (Mech)	G.O.	
G.O.	File R/E	
Reply Ref/date		

Sir,

Application for electricity supply
in Saratok

We, the undersigned Applicants in the capacity as the representatives of all the existing consumers and the would be consumers of electricity supply, do hereby submit our joint application for your consideration to see that such electricity supply may be rendered and operated by your Corporation for the Saratok Town instead of by the private firm.

20

As to support our joint application, we wish to state briefly in the following:

- (1) That the present electricity supply rendered by the private firm is too expensive and very unsatisfactory to cope with the local requirements. Hence it has been our long felt desire to have such electricity supply from your Corporation.
- (2) It has been our common desire and wishes that such public utilities should be provided and operated for the benefits of the general public; and such operation must be undertaken by your Corporation, which is considered as a true semi-Governmental organisation.
- (3) In order to provide adequate supply of electricity for the public in the Bazaar Area and for the common people of the

30

40

surrounding kampong areas, it is urgently necessary and desirable to request your Corporation to undertake such operation.

Z.4.

Letter to
General
Manager of
Sesco - 14th
March 1973.
(cont'd)

- (4) Should the local electricity supply continue to be provided and operated by such private firm, there will be no possible chance for the local kampong people to have such modern facilities amenities and conveniences.
- (5) As for enabling the local public to carry out development in various industries, it is urgent need to see such electricity supply be provided and operated by the SESCO.
- (6) In case that the SESCO is not going to undertake the operation and for the provision of such electricity supply to the local public in Saratok, all such Rural Economic Development Schemes will not be extended to Saratok by the Authorities concerned, thus the local people of Saratok may be deprived from all those benefits as they should deserve earlier.

THEREFORE, we do earnestly hope and pray that our joint requests may meet with your favourable consideration and early acceptance, please!

Yours faithfully,

- | | |
|-----------------------|-------------------------|
| (1) Sgd. | (2) Sgd. |
| ONG CHUI SENG | GOH KIA HENG |
| (3) Sgd. | (4) Sgd. |
| Yeo Thiam | Teng Kim Toh |
| (5) Sgd. | (6) Sgd. |
| Heng It Tee | Gan Ah Liang |
| (7) Sgd. | (8) Sgd. |
| Tan Siew Boon | Haji Sapawi B. Adenan |
| (9) Sgd. | Chairman of Kalaka D.C. |
| Cr. Salleh Saruji | |
| (10) Sgd. | (11) Sgd. |
| T.K. Haji Othman Jais | T.K. Haji Gom B. Lek. |

c.c. to:

The Hon'ble the Dy. Chief Minister and Minister
for Communications & Works, Sarawak.
The Hon'ble the Chief Minister, Sarawak.
The State Secretary, Sarawak.
The Resident, Second Division, S'gang.
The District Officer, Saratok.
The Secretary, Kalaka District Council, Saratok.

Z.5.

Letter to
General
Manager of
Sesco - 5th
May 1973.

Z.5.

Letter to General Manager of Sesco
5th May, 1973

c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.

5th May, 1973.

The General Manager,
Sarawak Electricity Supply Corp.,
Electra House,
Kuching.

10

Sir,

Re: Application for electricity supply
in Saratok

We, the undersigned, the residents of the
Saratok Bazaar, Kumpung Melayu Illir and Ulu and
of the outskirt of the Saratok Bazaar, Saratok,
wish to endorse and affirm herewith that the
joint request or application submitted by our
elected representatives on the 14th March, 1973
to you have our strong support and the application
was submitted to you on our behalf.

20

Furthermore, the reasons submitted by our
representatives then have our consent and we
affirm our endorsement herewith.

In order to clarify our strong support and
endorsement, we, beg to submit to you herewith
our signatories to the above application.

We do earnestly hope that you will have no
doubt whatsoever on receipt of the lists of all
our signatories submitted herewith and that we
hope our request will meet with your sympathetic
consideration.

30

Yours faithfully,
(Signatories see lists attached)
Y.B. Deputy Chief Minister and
Minister for Communications &
Works, Kuching.
Y.A.B. The Chief Minister of
Sarawak, Kuching.
The State Secretary, Secretariat,
Kuching.
The Resident, Second Division,
Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District
Council, Saratok

21 17/5		Eng.	
C.Eng.		Acct.	
S.E.L. (P)		In Aud.	
17 MAY 1973			
EE.(Mech)		G.O.	
C.B.O.		→ No 112/21	
Reply by date			

Z.6
Letter to Deputy Chief Minister -
16th August, 1973

Z.6
Letter to
Deputy Chief
Minister - 16th
August 1973

c/o Chop Teck Leong, Saratok Bazaar, Saratok
16th August, 1973

Mr. [unclear]	Mr. [unclear]	Mr. [unclear]
Mr. [unclear]	Mr. [unclear]	Mr. [unclear]
20 AUG 1973		
Mr. [unclear]	Mr. [unclear]	Mr. [unclear]
Mr. [unclear]	Mr. [unclear]	Mr. [unclear]
H12/21		

10

The Deputy Chief Minister/
Minister for Communications and Works,
State Secretariat, Kuching, Sarawak.

Hon'ble Minister,

re: Saratok Electricity Supply

20

We the undersigned on behalf of the various
Communities in the Saratok Town area, most humbly
beg to request for an urgent reply to our
petition which had been submitted to you early
this year, in connection with the boycott and
supply of electricity in Saratok, please.

Indeed, we are of great anxiety to know
what is the out-come of the decision taken by the
State Coalition Government with the local
electricity supplier and our request for the
Sarawak Electricity Supply Corporation to supply
locally.

30

We are courteous of the fact that we should
not put heavy pressure on the part of our elected
Government, nevertheless, with the present
circumstances the local residents are facing,
we feel, indeed for the sake of the fast
expanding developments and progress for the
Saratok District, the most outstanding problem
that we have to face right now, must definitely
be settled for the good of all concerned.

40

Due to the recent completion of the 61 units
of new shophouses in the New Saratok Town, the
owners must move into the new ones as soon as
possible. In fact, all owners at the present
bazaar have been issued with a notice of removal
copy of which is attached.

We would like to assure your Honourable
Minister and the authorities concerned, we shall
move to the new shophouses as soon as possible,

2.6.
Letter to
Deputy Chief
Minister - 16th
August 1973.
(cont'd)

in fact, some owners have moved to the new shop-
houses and all the owners will move in during
the first week of September 1973. Had it not
been for the supply of electricity to the New
Saratok Town, most of the shop owners would have
certainly moved in by now. Most of them are
still waiting very anxiously for the supply of
electricity to the new shophouses and are very
much reluctant to move in right now. However,
with the modern shophouses premises built for us,
where facilities like electricity and water
supplies must go hand-in-hand, we are of much
interest to know whether any concrete steps have
been taken by the State Coalition Government to
settle the acute problem of the supply of
electricity to the Saratok New Town.

10

We, as the representatives of the various
Communities in Saratok, are of great concern
regarding to the supply of electricity which also
affects our Malay brothers who are the local
residents of the two kampungs in Saratok, in
view of the facts that most of them would like
to enjoy such facility too.

20

We humbly urge, therefore, your Honourable
Minister to relief us of this heavy burden and
to assist us in settling this most acute problem.

We beg to remain,

Yours faithfully,

(1) Sgd. (2) Sgd.
Ong Chui Seng Goh Kia Hent
(Kapitan China)

30

(3) Sgd. (4) Sgd.
Cr. Tuan Hj. Sepawie Cr. Yeo Thiam Seng
Adenan

(5) Sgd. (6) Sgd.
Teng Kim Toh Heng It Tee

(7) Sgd. (8) Sgd.
Tan Siew Boon Gan Ah Liang

(9) Sgd. (10) Sgd.
Cr. Salleh bin Seruji T.K. Haji Othman Jais
(11) Sgd.
T.K. Haji Gom Lek.

40

c.c. The Hon'ble the Chief Minister, Sarawak.
The State Secretary, Kuching.
The Resident, Second Division.
The General Manager, SESCO, Kuching.
The District Officer, Saratok.
The Secretary, Kalaka District Council, Saratok.

Z.7

Letter to General Manager of SESCO
16th October 1973

Z.7

Letter to
General
Manager of
SESCO - 16th
October 1973

c/o Siong Hin Liong Kee, New Saratok Bazaar,
Saratok
16th October, 1973

COM.	MA	24/10	SC
C.F. 2.			
S.E.E.			
25 OCT 1973			
E.E. (C.F. 2.)			Hsk
C.S.C.			
Reply by 30th			

10

The General Manager,
Sarawak Electricity Supply Corp.,
Electra House,
Kuching.

Dear Sir,

re: Saratok Electricity Supply

We, the petitioners and on behalf of the
general public of Saratok, beg to refer to your
CPK/MCF/H12/21 of 30th August, 1973.

20

With deep regret, we wish to inform you
that our Chief Delegate the late Encik Ong Chui
Seng (Kapitan China) passed away recently and we
shall be most grateful if you will kindly address
all your correspondence to the above address in
future, please.

As requested vide your paragraph 3 of the
above reference, we humbly submit herewith lists
of signatures, addresses and Identity Cards
numbers from all the various races of the general
public residing at Saratok, who wished to use your
Corporation's electricity supply at Saratok.

30

We beg to remain,

Sir,

Yours very faithfully,

- | | |
|--------------------------|--------------------------|
| 1. Sgd. | 2. Sgd. |
| Cr. Tuan Hj. Sepawie A. | Encik Goh Kia Heng. |
| 3. Sgd. | 4. Sgd. |
| Cr. Yeo Thiam Seng. | Encik Teng Kim Toh. |
| 5. Sgd. | 6. Sgd. |
| Encik Heng It Tee. | Encik Tan Siew Boon. |
| 7. Sgd. | 8. Sgd. |
| Encik Gan Ah Liang | Cr. Salleh bin Seruji. |
| 9. Sgd. | 10. Sgd. |
| Pengulu Hj. Othman Jais. | Pengulu Hj. Gom bin Lek. |

40

Z.7.

Letter to
General
Manager of
Sesco - 16th
October 1973.
(cont'd)

c.c. The Hon'ble the Chief Minister, Sarawak.
The Hon'ble Deputy Chief Minister/Minister
for Communications and Works.
The State Secretary, Sarawak.
The Resident, Second Division, Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

Z.8.

Letter to
Deputy Chief
Minister -
1st December
1973.

Z.8.

Letter to Deputy Chief Minister - 1st
December 1973

10

c/o Sieng Hin Lieng Kee,
New Saratok Bazaar,
Saratok.

1st December, 1973.

The Hon'ble the Deputy Chief Minister &
Minister for Communications & Works,
Sarawak.

Hon'ble Minister,

re: Saratok Electricity Supply

20

We the undersigned, the representatives of
the various communities residing in and around
the Saratok Bazaar and Kampung, beg most
respectfully to appeal to you Hon'ble Minister
for an answer to our long awaited petition to
you and our State Government, regarding to the
licensing of permit for the Sarawak Electricity
Supply Corporation, Sarawak to supply electricity
in Saratok.

Indeed, we have been anxiously waiting for
the outcome of your promise to us during your
recent visit to Saratok on the occasion of the
Opening of the Saratok Water Supply, that as
soon as lands are available, SESCO will be granted
permission to supply electricity in Saratok.
We have been most patient waiting for your earnest
reply, in fact, we have been waiting day in and day
out for the supply of electricity to all the
residents in Saratok and especially now that we
have moved in to the New Saratok Town.

30

40

We deeply hoped that a definite answer will
be given to us.

We beg to remain, Sir,
Yours very faithfully,

Z.8.

Letter to
Deputy Chief
Minister -
1st December
1973.
(cont'd)

Cr. Tuan Hj. Sepawie Adenan. Sgd.....
Cr. Yeo Thiam Seng Sgd.....
Heng Ek Tee Sgd.....
Gan Ah Liang Sgd.....
Penghulu Hj. Othman Jais Sgd.....
Goh Kia Heng Sgd.....
Teng Kim Toh Sgd.....

10

Tan Siew Boon Sgd....

Cr. Salleh bin Seruji Sgd....

Penghulu Hj. Gom bin Lek Sgd....

c.c. The Hon'ble the Chief Minister
of Sarawak, Kuching
The State Secretary, Secretariat,
Kuching
The General Manager, SESCO.,
Kuching
The Resident, Second Division,
Simanggang
The District Officer, Saratok
The Secretary, Kalaka District
Council, Saratok

20

GM.	7/12/73	511
C.Eng.		
S.E.C.		
11 DEC 1973		
E.E.(M)		
C.S.O.		H12/21
Reply Ref/date		

Z.9.

Letter to Deputy Chief Minister - 8th
July, 1974

c/o Sieng Hin Lieng Kee,
New Saratok Bazaar,
Saratok.

8th July, 1974.

Z.9.

Letter to
Deputy Chief
Minister -
8th July
1974.

30

The Honourable the Chief Minister of Sarawak,
Y.A.B. Datu Haji Abdul Rathman Yaokub,
Kuching,
Sarawak.

Hon'ble Chief Minister,

Re: Electricity Supply Saratok

We, the undersigned, Representatives of
Saratok Bazaar, Kampung and rural areas under the
jurisdiction of the Saratok District, beg to

Z.9.

Letter to
Deputy Chief
Minister -
8th July
1974.
(cont'd)

appear for your sympathetic consideration and approval to an early establishment of Electricity plants and supply to our areas.

We are bearing in mind, during your speech of opening ceremony of New Saratok Bazaar and civic Assembly held in Saratok on 10th February, 1974 that the Sarawak Electricity Supply Corpn. will within this year to set up a facility in order to fulfil such topmost desire by the people of the areas.

10

You will appreciate that without Electricity supply is a set back of development either in grand scales or minor rural projects. It is no doubt draw backs to commercial fields and domestic purposes.

It has come to our knowledge that a piece of land for the said purpose has been granted for. We sincere trust our able, the Chief Minister will fix up this matter for us at a very near future as we have suffered for 17 months without electricity supply.

20

We beg to remain, Sir.

Yours faithfully,

Cr. Tuan Hj. Sepawie Adenan	Sgd.
Cr. Yeo Thiam Seng	Sgd.
Heng Ek Tee	Sgd.
Gan Ah Liang	Sgd.
Penghulu Hj. Othman Jais	Sgd.
Goh Kia Heng	Sgd.
Teng Kim Teh	Sgd.
Tan Siew Boon	Sgd.
Cr. Salleh b. Seruji	Sgd.
Peng. Hj. Gon b. Lek	Sgd.

30

c.c. The Hon'ble the Deputy Chief
Minister, Kuching.
The General Manager, SESCO,
Kuching.
The Resident, 2nd Division,
Simanggang.
The District Officer, Saratok.

Can Civil Contract be tendered out now?

Hin Liang Kee,
lok Bazaar

U.M.	12/7	Sec.	
C.D.S.		Acct.	
S.E.F.			
12 JUL 1974			
E.L.			
C.E.C.			
En			

PLS 8/2

24/7

Z.10

Letter from Su Si Chiew to Branch
Manager, SESCO, Sarikei - 22nd
September 1974

c/o Chop Chai Ann,
113 Saratok Bazaar,
Saratok.
22nd September, 1974.

27/9	
27 SEP 1974	
SEN (Recd.)	SEN
CRD.	File K 1524
Reply Ref/date	

Z.10

Letter from
Su Si Chiew
to Branch
Manager,
Sesco,
Sarikei -
22nd
September,
1974.

10

The Branch Manager,
SESCO, Sarikei.

Sir,

Installation of Electricity Supply

We, the undersigned are the people who live
along the Jalan Sawmill, Saratok, and we beg
earnestly to apply to extend the installation of
electricity supply to our houses as the SESCO
supply is ready here at Saratok for both domestic
and industrial uses.

20

Hoping that our application will meet your
kind consideration and approval.

Yours faithfully,

Sgd. Su Si Chiew
(SU SI CHIEW)
The Chairman of
the Applicants.

c.c. District
Officer,
Saratok.
The Manager,
SESCO,
Kuching.

30

Z.11.

Letter from
General
Manager, SESCO,
to M. Swan
Electricity
Supply - 17th
March, 1973.

Z.11.

Letter from General Manager, SESCO,
to M. Swan Electricity Supply - 17th
March, 1973.

149 Kuching,
H12/21

149 Kuching,
20191.
17th March, 1973.

M/s Swan Electrical Works Sdn. Bhd.,
M. Swan Building,
Abell Road,
Kuching.

10

Dear Sirs,

Electricity Supply in Saratok

We thank you for the copy of your letter to
the Shopowners of Saratok Bazaar dated 20th
February, 1973.

We have now received a joint application for
electricity supply from 11 prospective consumers
in Saratok Bazaar. Under Section 15 of the Sarawak
Electricity Supply Corporation Ordinance, we shall, 20
subject to our ability to do so, supply the
energy to any person requiring a supply of energy,
provided that we obtain the consent of the
licensee, if the prospective consumer is in the
area of supply of such licensee.

As you would be aware, it is economically
unjustified to start a rural station to supply
only 11 prospective consumers. In view of the
general dissatisfaction expressed by the people of
Saratok, who are your consumers, we wish to 30
enquire whether you would be prepared to allow
SESCO to take over all your consumers so that the
project could be made economically viable.
However, according to our preliminary surveys, we
may have to completely rebuild and instal a new
power station, and also to renew the distribution
and service lines, in order to bring them up to
our required standards. The Corporation would
therefore be unable to pay any compensation, but
would be prepared only to pay for the assets 40
taken over, if it decides to take over such assets
which in our view would be worth taking over. The
valuation of these assets would, of course, be
mutually agreed.

We would be glad to have your views to our
preliminary suggestions as above so that we could

consider the question of taking over the supply of electricity for Saratok. Perhaps it may be worthwhile for you to call on us for a discussion.

Yours faithfully,

Sgd.

(Lye Fah Yew)

GENERAL MANAGER

Z.11.

Letter from
General
Manager, SESCO.
to M. Swan
Electricity
Supply - 17th
March, 1973.
(cont'd)

c.c. Perm. Sec., Ministry of Communications
& Works, Kuching.

c.c. D.M. Sibu

c.c. LFY.

LFY/POF

Z.12(A)

Letter from General Manager, SESCO
to Permanent Secretary, Ministry of
Communications and Works - 10th
August 1973

149 Kuching,

149 Kuching,

20191

MCW/1081

LFY/POF/H12/21

10th August, 1973.

CONFIDENTIAL

Z.12(A)

Letter from
General
Manager, SESCO
to Permanent
Secretary,
Ministry of
Communications
and Works -
10th August
1973.

Permanent Secretary,
Ministry of Communications & Works,
Secretariat,
Kuching.

Dear Sir,

Saratok Electricity Supply

Further to our letter of 1st August, 1973,
we have now received a letter (copy attached)
from the private licensee's solicitors refusing
consent for SESCO to supply part of Saratok
on the grounds that he is able and willing to
do so. He has further requested us not to do
anything that may directly or indirectly make it
difficult for him to continue exercising his rights
under the Licence given to him. It has been
purported that the present electricity
tariffs charged by him has the consent of the
Governor-in-Council, and if this be so, by
introducing our Class III tariffs into Saratok,
we would be accused of indirectly making it

Z.12(A)

difficult for him to continue his supply.

Letter from
General
Manager, SESCO
to Permanent
Secretary,
Ministry of
Communications
and Works -
10th August
1973.
(cont'd)

We shall be grateful for your further advice
in this matter.

Yours faithfully,

Sgd.
(Iye Fah Yew)
GENERAL MANAGER

Encl:

c.c. Chairman, SESCO

c.c. D.M. Sibul - Copy of letter attached for your
information.

10

c.c. LFY.

Z.12(B)

Z.12(B)

Letter from
General
Manager, SESCO
to Permanent
Secretary,
Ministry of
Communications
and Works. 11th
August 1973.

Letter from General Manager, SESCO
to Permanent Secretary, Ministry of
Communications and Works - 11th
August, 1973

149, Kuching
20191

149 Kuching

11th August,

20

WL/MCF/H12/21

The Permanent Secretary,
Ministry of Communications & Works,
Secretariat,
Kuching.

Dear Sir,

Saratok Electricity Supply

Further to our letter dated 10.8.73 and for
your record purpose, we enclose herewith photostat
copies of all the petitions received from the
people of Saratok to date, all pressing us to
provide supply to their premises. However,
before we are able to proceed with any positive
action, we would be grateful if a dispensation of
consent from the present licensee could be obtained
from the Governor-in-Council as stipulated under
Section 15 Sub-section 2 of the SESCO Ordinance
to enable us to carry out operation in case the
present licensee decides to serve an injunction on
the Corporation.

30

Yours faithfully,

Sgd.
(William Lai)
for GENERAL MANAGER

40

Encl:

c.c. WL.

Z.12(c)

Letter to General Manager of Sesco
11th November, 1975

KEMENTERIAN PERHUBONGAN DAN KERJA RAYA,
SARAWAK.

THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

Telegraphic Address:-

"MINWORKS KUCHING".

Ref: MCS/1081

11th November, 1975.

General Manager,
Sarawak Electricity Supply Corporation,
Kuching.

Tuan,

I refer to your letters REF. LFY/POF/H12/21 of 10th August, 1973 and ref. WL/MCF/H12/21 of 11th August, 1973 and wish to advise that the Governor in Council has, on 27th December, 1973 in accordance with subsection 2 of section 15 of the Sarawak Electricity Supply Corporation Ordinance (No. 25 of 1962) dispensed with the consent of the licensee, Mr. Wong Ah Suan, current electricity supplier in Saratok, in order to enable your Corporation to comply with the provisions of section 15(1) of the said Ordinance.

Saya yang menurut perintah,

Sgd. William Tang
(WILLIAM TANG)

Setiausaha Tetap,
Kementerian Perhubungan dan
Kerja Raya

STAMPED
13 NOV 1975

No. Z.13

Letter with attached Sixth Supplemental
Electricity Licence from Chief Electrical
Inspector to General Manager, Sesco - 16th
May, 1974.

REGISTERED

Telephone 22101
Telegraphic address:
"MINWORKS KUCHING"

Your reference:
Our reference: PWD/E1/13

PUBLIC WORKS DEPARTMENT,
HEADQUARTERS,
MOSQUE ROAD,
KUCHING,
SARAWAK.
16th May, 1974.

Z.12(C)

Letter to
General Manager
of Sesco
11th November
1975

Z.13

Letter
with attached
Sixth Supple-
mental
Electricity
Licence from
Chief
Electrical
Inspector to
General
Manager, Sesco
16th May 1974.

Z.13
Letter
with attached
Sixth Supple-
mental
Electricity
Licence from
Chief
Electrical
Inspector to
General
Manager, SESCO.
16th May 1974.
(cont'd)

The General Manager,
SESCO.,
P.O. Box 149,
Kuching.

Dear Sir,

SESCO Tariff (Amendment)
Regulations 1974

I forward you herewith the original sixth
supplemental electricity licence issued by His
Excellency, the Governor for your necessary
action please.

10

Yours faithfully,

Sgd.

Chief Electrical Inspector,
Sarawak.

STAMPED
21 MAY 1974

SIXTH SUPPLEMENTAL ELECTRICITY LICENCE

WHEREAS, by a licence and five supplemental
licences (hereinafter collectively referred to as
"the licence") granted on the 5th day of
September, 1956, the 20th day of October, 1958,
the 14th day of May, 1966, the 4th day of October,
1969, the 16th day of April, 1971, and the 4th
day of May, 1972, respectively by His Excellency
the Governor, the Sarawak Electricity Supply
Company now known as the Sarawak Electricity
Supply Corporation, a body corporate established
under the Sarawak Electricity Supply Corporation
Ordinance, 1962 (hereinafter referred to as "the
Corporation") was given the sole and exclusive
right and full power and permission to use, work
and operate installations and to supply energy
from such installations within the areas
specified in the Second Schedule to the licence
and upon the terms and conditions set out
therein:

20

30

AND WHEREAS the Corporation is desirous of
extending its areas of supply of electricity to
the districts of Saratok, Gedong, Tebakang,
Belawai, Belaga, Paloh, and Semera upon the same
terms and conditions as set out in the licence
except in relation to Gedong, Tebakang, Belawai,
Belaga, Paloh, and Semera there shall be
substituted for clause (5) thereof a new clause
as hereinafter specified:

40

NOW, THEREFORE, His Excellency the Governor
in exercise of the powers conferred upon him by
section 4 of the Electricity Ordinance (Cap.137)

hereby grants licence to the Corporation as follows:-

Z.13

Letter
with attached
Sixth Supple-
mental
Electricity
Licence from
Chief
Electrical
Inspector to
General
Manager, SESCO.
16th May 1974.
(cont'd)

- (1) There shall be added to Part Two of the Second Schedule to the licence the following new areas:-

"11. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Gedong."

"12. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Tebakang."

"13. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Belawai."

"14. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Belaga."

"15. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Paloh."

"16. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Semera".

"17. That area within the territory of Sarawak bounded by a circle with a radius of 10 miles and with its centre at the Sarawak Electricity Supply Corporation Power Station, Saratok."

- (2) In respect of Areas No. 11, No. 12, No. 13, No. 14, No. 15 and No. 16 listed in Part Two

Z.13
Letter
with attached
Sixth Supple-
mental
Electricity
Licence from
Chief
Electrical
Inspector to
General
Manager, SESCO.
16th May 1974.
(cont'd)

of the Second Schedule to the licence, there shall be substituted for clause 5 of the licence the following clause:

"5. During the continuation of this licence the Corporation shall maintain a supply of energy sufficient for the use of all consumers entitled to be supplied from the Corporation's installations and such supply shall, subject to the provisions of clause 6 hereof, be continuously and constantly maintained each and every night from the hour of 6.00 p.m. until the hour of 12 midnight. The Corporation shall extend the hours of supply to 6.00 a.m. and subsequently to 24 hours a day when a permanent installation is completed and when the demand for such supply will afford the Corporation reasonable profit upon the additional capital and additional running cost thereby incurred: 10 20

Provided always that there shall be no unreasonable delay in completing a permanent installation; and

Provided further that if there is a demand for such additional supply and the Corporation is of opinion that there will be no reasonable profit upon such additional supply the question shall be referred to arbitration in accordance with the provisions of clause 20 hereof." 30

(3) This Supplemental Licence shall be deemed to have had effect from the 1st day of June, 1974.

Given at the Istana, Kuching under my hand and the Public Seal this 10th day of May, 1974.

Sgd. Lanka
.....
Governor

L.S.

Z.14(A)

Letter to SESCO - 6th October, 1973

Z.14(A)

Letter to SESCO
6th October
1973

KEMENTERIAN PERHUBONGAN DAN KERJA RAYA,
SARAWAK,
THE MINISTRY OF COMMUNICATIONS & WORKS,
KUCHING, SARAWAK.

Telegraphic address:-
"MINWORKS KUCHING"

Ref: MCW/1081(130)

6th October, 1973.

CONFIDENTIAL

General Manager,
Sarawak Electricity Supply Corporation,
Kuching.

Tuan,

I refer to your letter ref. LFY/POF/H12/21
of 1st August, 1973 and wish to inform you that
the State Government has made the following
directive:-

- (a) as a compromise, SESCO and Mr. Wong Ah Suan
be requested to consider the possibility of
a joint venture in the operation of the
Sarawak Electricity supply, and
- (b) SESCO as a joint partner, be requested to
improve the Sarawak supply with a view to
taking over the station on the expiry of the
present licence; the improvement could be
under the Rural Electrification programme

2. I should be grateful if the Corporation
would consider this directive and let us know its
decision please.

Saya yang menurut perintah,

Sgd. William Tang
(WILLIAM TANG)
Pem. Setia Usaha Tetap,
Kementerian Perhubungan dan
Kerja Raya.

Mr.	21/10	Sec.
C. I.		Abd.
S.	(P)	to Am.
- 8 OCT 1973		
1		C.O.
		File

Z.14(B)

Letter to
Sesco -
21st November
1973

Z.14 (B)

Letter to SESCO - 21st November 1973

PEGAWAI DAERAH,
SARATOK,
SARAWAK

21st November 1973

Bil. Kita: SAR/128/14/(121)

G.M.	17/11/73	Sec.	
C.Eng.		Acct.	
S.E.E. (P)			
26 NOV 1973			
E.E. (Mech)			
C.S.O.			412/31
Reply Ref/c			

10

The General Manager,
Sarawak Electricity Supply Corpn.,
P.O. Box 149,
KUCHING.

Tuan,

Submit herewith please find the lists of
names of Government Officers in Saratok who are
willing to accept the general conditions of
S.E.S.C.O.'s Electricity Supply for your further
action, please.

20

Saya yang menurut perintah,

Sgd. Mejeni Mahmud
(mejeni Mahmud)
b.p. Pem. Pegawai Daerah,
Saratok.

c.c. Setia Usaha Tetap,
Kementerian Perhubungan dan Kerja Raya.
State Secretary, Sarawak.
The Chairman, SESCO.
Resident, II Division.
The Secretary, Kalaka District Council,
Saratok.

30

MM/dcb.

SARAWAK ELECTRICITY SUPPLY CORPORATION

List of the General Public of Saratok who are
willing to accept the General Conditions of SESCO's
Electricity Supply.

<u>NAMES</u>	<u>ADDRESS</u>	<u>IDENTITY CARDS NOS.</u>	<u>SIGNATURES</u>
1. MOHIDIN SEMAN	PWD. No. 2 Saratok	K-116622	Sgd. 40

	NAMES	ADDRESS	IDENTITY CARDS NOS.	SIGNATURES	<u>Z.14(B)</u> Letter to Sesco - 21st November 1973 (contd.)
10	2. CHAI MOI FONG	PWD No.104 Saratok	K.117518	Sgd.	
	3. DENNIS BLASSAN	PWD No. 104	K.236726	Sgd.	
	4. GILBERT WITIN	PWD No. 91	K.105138	Sgd.	
	5. GILBERT LAJA AU. KUSAU	PWD. 35	K.227424	Sgd.	
20	6. ABG.ZAMLI		K.277255	Sgd.	
	7. JOHNATHAN RUGGET	Bungalow Kitchen PWD No. 2	K.446067	Sgd.	
	8. BENJAMIN JAYA ASSAU	Marine Barrack PWD 47, room.	K.298139	Sgd.	
	9. GOH KWEE SENG	No. 17 Gov't. Gdns.	K.589860	Sgd.	
30	10. HAJI NAIS	No. 110 Govt. Qtrs.	K.127744	Sgd.	
	11. KUEH SIH CHUNG	No. 12, Govt. Qtrs.	K.244190	Sgd.	
	12. BADAHAN UDIN	Govt. Qtrs. No. 36	K.127752	Sgd.	
	13. JOHAI ABAI	Saratok	K.124733	Sgd.	
40	14. VICTOR ZAU	JKR No. 37	K.223344	Sgd.	
	15. ROLAND DAU	KDC. No. 2.	K.303044	Sgd.	
	16. PETER CHIA	Old Roban Road	K.163366	Sgd.	
	17. ABG. ABDUL RAHMAN b. Hj. MOHD.	KDC No. 1	K.149214	Sgd.	
	18. MEJEUI MAHMUD	PWD No. 104	K.619836	Sgd.	
	19. ABD. WAHAIB DAUD	PWD. No. 15	K.489661	Sgd.	
	20. OSMAN Hj. TA	3/52		Sgd.	
	21. LUYAI AH. BARAT	Barrack No. 46	K.299523	Sgd.	
	22. ANTHONY AGAK	Obts No. 7	K.303124	Sgd.	

Z.14(B)

Letter to
Sesco -
21st November
1973
(Contd.)

	<u>NAMES</u>	<u>ADDRESS</u>	<u>IDENTITY CARDS</u>	<u>SIG- NATURES</u>	
23.	JULIUS MENGGIN	Qrts. PWD No. 18	U.126078	Sgd.	
24.	LEONG TONY SOON	Qt.No. 90	K.344957	Sgd.	
25.	HENG TWI TEIK	PWD No. 111	K.116725	Sgd.	
26.	JULIUS DUSSIL	Qrt. No. 41		Sgd.	10
27.	HAMDON B. SIKUG	Agr. Brk. No. 111 R.4	K.132275	Sgd.	
28.	WILSON KUDANG	Agr. Sub. Qts. No. 8	K.287187	Sgd.	
29.	WILLIAM LAMGGONG	Qrts. No. 13	K.275876	Sgd.	
30.	GABRIEL RAENG TAMEH	97 Saratok	K.606348	Sgd.	
31.	JOHN GENOH	Qtr. III R.37	K.455759	Sgd.	20
32.	ROLAND EMPIGN	Atri.Qtrs. 26	K.593061	Sgd.	
33.	TOMMY ENPEH	Agriculture Dept. Qtrs. No. 25	K.227897	Sgd.	
34.	WILSON AMING	Agric. Barrack No. 3	K.107866	Sgd.	
35.	A.T. WILLIAM KHO	PWD Qtrs. No. 57	K.218993	Sgd.	
36.	MORSHICH bin NOR	Rumah No. 3/191		Sgd.	30
37.	AUGUSTINE LEE	Qtrs. No. 14	K.230280	Sgd.	
38.	ABDUL KAINAN SULLEH	Qtrs. No.23 JICR	K.105131	Sgd.	
39.	JONG KOI LEY	Qrts. No. 23 JKR	K.629641	Sgd.	
40.	MABIND TAURIN B. NAIN	K.D.C. No.10	K.120249	Sgd.	40
41.	LOUIS CHEN LIANG SENG	PWQ	100606	Sgd.	
42.	FRANCIS MING	PWD	112152	Sgd.	
43.	NGO PANG JIH	PWD	K.521918	Sgd.	

NAMES	ADDRESS	IDENTITY CARDS	SIG- NATURES
44. DANSIE LIBEN	P.W.D.	K.117436	Sgd.
45. LIEW TSI TUHEN	"	K.208864	Sgd.
46. YUSOF ABANG	J.K.R.	K.124377	Sgd.
47. MASSIU GELI	"	K.360788	Sgd.
48. RABBIE NAGE	-	K.609712	Sgd.
49. EDMIN AK NYELANG	J.K.R.	K.610162	Sgd.
50. JARAIE BIN ABIG	"	K.122666	Sgd.
51. SERAJI BIN JUHAI	"	K.124606	Sgd.
52. SIRAT BINABANG	"		Sgd.
53. ABDUL HUSSEIN	"	K.122590	Sgd.
54. A. GAN	"	K.228654	Sgd.
55. WYE LANKRI	"	K.296321	Sgd.
56. TUAY SIAN THIEW	J.K.R.	K.	Sgd.
57. ABDUL NAH BIN MEGAN	J.K.R.	K.360905	Sgd.

Z.14(B)
Letter
to SESCO
21st November
1973
(contd.)

No. Z.14(C)

Letter from Permanent Secretary, Ministry
of Communications and Works to SESCO - 17th
December, 1973

KEMENTERIAN PERHUBUNGAN DAN KERJA RAYA,
THE MINISTRY OF COMMUNICATIONS AND WORKS,
SARAWAK.

Telegraphic Address:

"MINWORKS KUCHING"

17th December, 1973.

Ref: MCW/1081(144)

Q.2090

The General Manager,
Sarawak Electricity Supply Corporation,
Kuching.

Tuan,

I refer to the letter from the people of
Saratok dated 1st December, 1973 to the Deputy

Z.14(C)
Letter from
Permanent
Secretary,
Ministry of
Communications
and Works to
SESCO -
17th December
1973

Z.14(C)
 Letter
 Permanent
 Secretary,
 Ministry of
 Communications
 and Works to
 SESCO -
 17th December
 1973
 (contd.)

Chief Minister with a copy to you and am directed
 to request your Corporation to give an appropriate
 reply thereto.

Saya yang menurut perintah,
 Sgd. William Tang
 (WILLIAM TANG)
 Pem. Setia Usaha Tetap,
 Kementerian Perhubungan dan
 Kerja Raya
 SARAWAK

10

G.M.	2/11/73	Sgt.	
C.Eng.		Asst.	
S.E.E. (P)		Asst.	
18 DEC 1973			
E.E. (Mech)		C.C.	
C.S.O.		File	

G 0090 2/11/73

→ SEE (H)
 Pls. give appropriate reply.
 Matter under consideration by
 Ministers & SESCO.

Z.15
 Letter to
 SESCO -
 19th July
 1976

Z.15
 Letter to SESCO - 19th July 1976

KEMENTERIAN PERHUBUNGAN DAN KERJA RAYA,
 MINISTRY OF COMMUNICATIONS AND WORKS,
 SECRETARIAT, KUCHING.
 SARAWAK.

Telegraphic Address:
 "MINWORKS KUCHING"

20

Our ref: MCW/1081(173) 19th July, 1976.

CONFIDENTIAL

General Manager,
 Sarawak Electricity Supply Corporation,
Kuching.

Tuan,

I forward herewith a copy of letter ref.
 EPT/174/76-1-3 dated 14th July, 1976 from Messrs.
 Ee, Lim, & Leong, Advocates and a copy of my
 reply for your information.

30

Saya yang menurut perintah,
 Sgd. William Tang
 (WILLIAM TANG)
 Setia Usaha Tetap,
 Kementerian Perhubungan dan
 Kerja Raya.

Sarawak Electricity Supply Corporation

Schedule of Tariffs for the Supply of
Electrical Energy

FIRST DIVISION

Kuching Area; Siburan; Beratok; Tapah; Lundu;
Bau and Serian

SECOND DIVISION

10 Simanggang and Betong

THIRD DIVISION

Sibu; Sarikei; Binatang; Kanowit; Julau; Kapit
and Mukah

FOURTH DIVISION

Miri; Bintulu and Marudi

FIFTH DIVISION

Limbang; Lawas and Sundar

Effective: February 1970 until further notice.

INDEX

20 **Tariff Charges - FIRST DIVISION**

Kuching
Siburan
Beratok
Tapah
Lundu
Bau
Serian

SECOND DIVISION

30 Betong
Simanggang

THIRD DIVISION

Sibu
Sarikei
Binatang
Kanowit
Julau
Kapit
Mukah

Z.16(A)

Schedule of
Tariffs
(cont'd)

FOURTH DIVISION

Miri
Bintulu
Marudi

FIFTH DIVISION

Limbang
Lawas
Sundar

Apparatus available for hire and appliances
for sale

10

Electricity Supply - Hours available and
technical description - (inside back cover)

ELECTRICITY TARIFFS

CLASS I

KUCHING and SIBU

- A. LIGHTING AND FANS 30 cents per unit
Minimum Charge \$2.00 per month

Private dwelling premises having no outlet
sockets whatsoever and using energy for Lighting &
Fans only.

20

- B. COMBINED DOMESTIC

for lighting, fans, cooking,
heating, refrigeration, air
conditioning etc. (i.e. all
domestic uses)

First 30 units per month: 30 cents per unit
Next 30 units per month: 12 cents per unit
Above 60 units per month: 10 cents per unit

Minimum Charge \$6.00 per month

This tariff is applicable to consumers
occupying a private dwelling not used as a hotel,
boarding house or mess or for any business, trade
or profession, who consume electricity for other
purposes in addition to lighting or fans and whose
installation contains at least one 13 amp socket
outlet.

30

In cases of dispute as to the application of
this tariff, the consumer may appeal to the Chief
Electrical Inspector whose decision shall be final.

C. COMMERCIAL

Z.16(A)

electricity used on business
premises including shops,
factories, offices, hospitals,
clubs, schools, broadcasting,
telecommunications, etc.,

Schedule of
Tariffs
(cont'd)

for

lighting and fans, air
conditioning, cooking, heating,
refrigeration, water heating,
domestic appliances, medical
apparatus, small motors, etc.

First 60 units per month: 26 cents per unit
Next 4,940 units per month: 14 cents per unit
Above 5,000 units per month: 12 cents per unit

Minimum Charge \$6.00 per month

D. INDUSTRIAL

electricity used for industrial
purposes and manufacturing
processes including lighting and
fans

First 1,500 units per month: 14 cents per unit
Next 3,500 units per month: 9 cents per unit
Above 5,000 units per month: 7 cents per unit

For industrial premises where the total wattage
of lamps installed exceed 20% of the total wattage of
all electrical equipment installed. (For the purpose
of this tariff one horse power (1 H.P.) shall be
deemed to be equivalent to 750 watts) tariff
charges will be as for commercial premises.

The Corporation reserves the right to restrict
use in cases of emergency.

Minimum Charge \$6.00 per month

E. CINEMAS AND THEATRES

First 1,000 units per month: 30 cents per unit
Next 1,500 units per month: 15 cents per unit
Next 3,500 units per month: 10 cents per unit
Above 6,000 units per month: 7 cents per unit

Minimum Charge \$6.00 per month

F. STREET LIGHTING

Inclusive of all maintenance charges: 28 cents per unit

Minimum Charge \$6.00 per month

Z.16(A)

Schedule of
Tariffs
(cont'd)

G. FORCES TARIFF

Applicable to Security Forces installations
with single point bulk metering for all
electricity consumption

First 1,000 units per month: 30 cents
per unit
Next 19,000 units per month: 15 cents
per unit
Above 20,000 units per month: 11 cents
per unit

10

Minimum Charge \$6.00 per month

NOTE:

Minimum charges and tariffs are applicable
for the whole or part of any one month and are
not transferable from one location or
building to another.

ELECTRICITY TARIFFS

CLASS II

Siburan, Beratok, Tapah, Lundu, Bau, Serian,
Betong, Simanggang, Sarikei, Binatang, Kanowit,
Kapit, Mukah, Miri, Bintulu, Marudi and Limbang.

20

A. LIGHTING AND FANS 35 cents
per unit

Minimum Charge \$2.00 per month

Private dwelling premises having no outlet
sockets whatsoever and using energy for Lighting
& Fans only.

B. COMBINED DOMESTIC

for lighting, fans, cooking,
heating, refrigeration, air
conditioning etc. (i.e. all
domestic uses)

30

First 30 units per month: 35 cents per
unit
Next 30 units per month: 22 cents per
unit
Above 60 units per month: 14 cents per
unit

Minimum Charge \$6.00 per month

This tariff is applicable to consumers
occupying a private dwelling not used as a hotel,
boarding house or mess or for any business, trade,
or profession, who consume electricity for other
purposes in addition to lighting or fans and whose
installation contains at least one 13 amp socket
outlet.

40

In cases of dispute as to the application of this tariff, the consumer may appeal to the Chief Electrical Inspector whose decision shall be final.

Z.16(A)
Schedule of
Tariffs
(cont'd)

C. COMMERCIAL

electricity used on business premises including shops, factories, offices, hospitals, clubs, schools, broadcasting, telecommunications, etc.

for

lighting and fans, air conditioning, cooking, heating, refrigeration, water heating, domestic appliances, medical apparatus and small motors etc.

First 50 units per month: 30 cents per unit
Next 4,950 units per month: 16 cents per unit
Above 5,000 units per month: 14 cents per unit

Minimum Charge \$6.00 per month

D. INDUSTRIAL

electricity used for industrial purposes and manufacturing processes including lighting and fans

First 1,500 units per month: 16 cents per unit
Next 3,500 units per month: 13 cents per unit
Above 5,000 units per month: 11 cents per unit

For industrial premises where the total wattage of lamps installed exceed 20% of the total wattage of all electrical equipment installed (For the purpose of this tariff one horse power (1 H.P.) shall be deemed to be equivalent to 750 watts) tariff charges will be as for commercial premises.

The Corporation reserves the right to restrict use in cases of emergency.

Minimum Charge \$6.00 per month

Z.16(A)

Schedule of
Tariffs
(cont'd)

E. CINEMAS AND THEATRES

First 1,000 units per month: 35 cents
per unit
Next 1,500 units per month: 17 cents
per unit
Next 3,500 units per month: 14 cents
per unit
Above 6,000 units per month: 11 cents
per unit

Minimum Charge \$6.00 per month 10

F. STREET LIGHTING

Inclusive of all maintenance charges: 33 cents
per unit

G. FORCES TARIFF

Applicable to Security Forces installations
with single point bulk metering for all
electricity consumption

First 1,000 units per month: 35 cents
per unit
Next 50,000 units per month: 17 cents
per unit
Above 51,000 units per month: 14 cents
per unit

20

Minimum Charge \$6.00 per month

NOTE:

Minimum charges and tariffs are applicable
for the whole or part of any one month and
are not transferable from one location or
building to another.

ELECTRICITY TARIFFS

CLASS III

30

Julau, Lawas and Sundar

A. LIGHTING AND FANS 40 cents per unit

Minimum Charge \$6.00 per month

Private dwelling premises having no outlet socket
whatsoever and using energy for Lighting & Fans only.

B. COMBINED DOMESTIC

for lighting, fans, cooking, heating, refrigeration,
and air conditioning etc. (i.e. all domestic uses)

First 20 units per month: 40 cents per unit 40
Above 20 units per month: 20 cents per unit
Minimum Charge \$6.00 per month

This tariff is applicable to consumers occupying
a private dwelling not used as a hotel, boarding
house or mess or for any business, trade or profession,
who consume electricity for other purposes in addition to
lighting or fans and whose installation contains at least
one 13 amp socket outlet.

In cases of dispute as to the application of this tariff, the consumer may appeal to the Chief Electrical Inspector whose decision shall be final.

C. COMMERCIAL

electricity used on business premises including shops, factories offices, hospitals, clubs, schools, broadcasting, telecommunications, etc.,

for

10 lighting and fans, air conditioning, cooking, heating, refrigeration, water heating, domestic appliances, medical apparatus, small motors etc.

First 20 units per month: 40 cents per unit
Above 20 units per month: 20 cents per unit
Minimum Charge \$6.00 per month.

D. INDUSTRIAL

20 electricity used for industrial purposes and manufacturing processes including lighting and fans

First 20 units per month: 40 cents per unit
Above 20 units per month: 20 cents per unit

The Corporation reserves the right to restrict use in cases of emergency.

MINIMUM CHARGE \$6.00 per month

E. CINEMAS AND THEATRES

30 First 20 units per month: 40 cents per unit
Above 20 units per month: 20 cents per unit
Minimum Charge \$6.00 per month.

F. STREET LIGHTING

Inclusive of all maintenance charges: 40 cents per unit

Minimum Charge \$6.00 per month

G. FORCES TARIFF

Applicable to Security Forces installations with single point bulk metering for all electricity consumption

40 First 20 units per month: 40 cents per unit
Above 20 units per month: 20 cents per unit
Minimum Charge \$6.00 per month.

NOTE: Minimum charges and tariffs are applicable for the whole or part of any one month and are not transferable from one location or building to another.

APPARATUS FOR HIRE

The Corporation normally has apparatus for hire at the following rates:-

Ceiling Fans - 60"	£2.00 per month
12 Gallon Water Heaters	£3.00 per month
2 Plate Cookers with Oven	£3.50 per month
3 Plate Cookers with Oven	£6.00 per month

Minimum hire period 12 months

Installation Charges to the Consumers' account.

10

APPLIANCES FOR SALE

The Corporation sells a small range of domestic appliances which can be inspected at our offices throughout Sarawak.

ELECTRICITY SUPPLY DETAILS

OPERATING HOURS:

The only stations where continuous electricity supplies are not yet available and their hours of operation are:-

20

<u>Station</u>	<u>Hours of Supply</u>
Beratok	6.00 p.m. to 6.00 a.m.
Tapah	6.00 p.m. to 6.00 a.m.
Julau	4.00 p.m. to Midnight
Sundar	6.00 p.m. to Midnight

Operating hours of stations not provided with continuous electricity supplies are increased as and when economics of operation allow, with the ultimate objective of providing continuous electricity supplies at all stations.

30

TECHNICAL DETAILS OF SUPPLY:

Alternating Current, 50 cycles per second
230 Volt single phase two wire
and
400 Volt three phase four wire

Schedule of TariffsSchedule of
TariffsSARAWAK ELECTRICITY SUPPLY CORPORATION
PERBADANAN PEMBEKALAN LETRIK SARAWAKSCHEDULE OF TARIFFS FOR
THE SUPPLY OF ELECTRICAL ENERGY

FIRST DIVISION

Kuching Area, Siburan, Beratok, Tapah, Lundu, Bau,
Serian, Nonok, Tebakang, Gedong and Semera

10

SECOND DIVISION

Simanggang, Betong, Kabong and Saratok

THIRD DIVISION

Sibu, Kanowit and Mukah

FOURTH DIVISION

Miri, Bintulu and Marudi

FIFTH DIVISION

Limbang, Lawas and Sundar

SIXTH DIVISION

Sarikei, Binatang, Julau, Belawai and Paloh

20

SEVENTH DIVISION

Kapit

Effective: 1st August, 1975 until further notice.

INDEX

Tariff Charges - FIRST DIVISION

Kuching
Siburan
Beratok
Tapah
Lundu
Bau
Serian
Nonok
Tebakang
Gedong
Semera

30

SECOND DIVISION

Betong
Simanggang
Kabong
Saratok

40

THIRD DIVISION

Sibu
Kanowit
Mukah

FOURTH DIVISION

Miri
Bintulu
Marudi

Z.16(B)

Schedule of
Tariffs
(Contd.)

Limbang
Lawas
Sundar

FIFTH DIVISION

SIXTH DIVISION

Sarikei
Binatang
Julau
Belawai
Paloh

SEVENTH DIVISION

10

Kapit
Apparatus available for hire

ELECTRICITY TARIFFS

CLASS I

KUCHING, SIBU and MIRI

A. LIGHTING AND FANS 32 cents
per unit

Minimum Charge \$2.00 per month

Private dwelling premises having no outlet
sockets whatsoever and using energy for Lighting
& Fans only.

20

B. COMBINED DOMESTIC

for lighting, fans, cooking, heating,
refrigeration, air conditioning etc. (i.e.
all domestic uses)

First 30 units per month: 32 cents per unit

Next 30 units per month: 13 cents per unit

Above 60 units per month: 12 cents per unit

Minimum Charge \$6.00 per month.

This tariff is applicable to consumers
occupying a private dwelling not used as a hotel,
boarding house or mess or for any business, trade
or profession, who consume electricity for other
purposes in addition to lighting or fans and whose
installation contains at least one 13 amp socket
outlet.

30

In cases of dispute as to the application of
this tariff, the consumer may appeal to the Chief
Electrical Inspector whose decision shall be final.

C. COMMERCIAL

electricity used on business
premises including shops, factories,
offices, hospitals, clubs, schools,
broadcasting, telecommunications, etc.,

40

for

lighting and fans, air conditioning,
cooking, heating, refrigeration, water
heating, domestic appliances, medical
apparatus, small motors etc.

First 60 units per month: 32 cents
per unit
Next 4,940 units per month: 17 cents
per unit
Above 5,000 units per month: 13 cents
per unit
Minimum Charge \$6.00 per month

D. INDUSTRIAL

10

electricity used for industrial
purposes and manufacturing
processes including lighting and
fans

First 60 units per month: 32 cents
per unit
Next 1,440 units per month: 17 cents
per unit
Next 3,500 units per month: 11 cents
per unit
Above 5,000 units per month: 8 cents
per unit

20

For industrial premises where the total
wattage of lamps installed exceed 20% of the
total wattage of all electrical equipment
installed. (For the purpose of this tariff one
horse power (1.H.P.) shall be deemed to be
equivalent to 750 watts) tariff charges will be
as for commercial premises.

The Corporation reserves the right to
restrict use in cases of emergency.

Minimum Charge \$6.00 per month

E. CINEMAS AND THEATRES

30

First 1,000 units per month: 32 cents
per unit
Next 1,500 units per month: 17 cents
per unit
Next 3,500 units per month: 13 cents
per unit
Above 6,000 units per month: 11 cents
per unit

Minimum Charge \$6.00 per month

F. STREET LIGHTING

Inclusive of all maintenance charges: 30 cents
per unit

Minimum Charge \$6.00 per month

Z,16(B)
Schedule
of
Tariffs
(contd.)

G.	FORCES TARIFF	
	Applicable to Security Forces installations with single point bulk metering for all electricity consumption	
	First 1,000 units per month:	32 cents per unit
	Next 19,000 units per month:	17 cents per unit
	Above 20,000 units per month:	13 cents per unit
	Minimum Charge	₹6.00 per month

10

NOTE:

Minimum charges and tariffs are applicable for the whole or part of any one month and are not transferable from one location or building to another.

ELECTRICITY TARIFFS
CLASS II

Siburan, Beratok, Tapah, Lundu, Bau, Serian, Betong, Simanggang, Sarikei, Binatang, Kanowit, Kapit, Mukah, Bintulu, Marudi and Limbang.

20

A.	LIGHTING AND FANS	37 cents per unit
	Minimum Charge	₹2.00 per month

Private dwelling premises having no outlet sockets whatsoever and using energy for Lighting & Fans only.

B.	COMBINED DOMESTIC	
	for lighting, fans, cooking, heating, refrigeration, air conditioning etc. (i.e. all domestic uses)	
	First 30 units per month:	37 cents per unit
	Next 30 units per month:	22 cents per unit
	Above 60 units per month:	16 cents per unit
	Minimum Charge	₹6.00 per month

30

This tariff is applicable to consumers occupying a private dwelling not used as a hotel, boarding house or mess or for any business, trade, or profession, who consume electricity for other purposes in addition to lighting or fans and whose installation contains at least one 13 amp socket outlet.

40

In cases of dispute as to the application of this tariff, the consumer may appeal to the Chief Electrical Inspector whose decision shall be final.

Schedule
of
Tariffs
(contd.)

C. COMMERCIAL

electricity used on business premises including shops, factories, offices, hospitals, clubs, schools, broadcasting, telecommunications, etc.,

10

for

lighting and fans, air conditioning, cooking, heating, refrigeration, water heating, domestic appliances, medical apparatus and small motors etc.

20

First	50 units per month:	36 cents
		per unit
Next	4,950 units per month:	19 cents
		per unit
Above 5,000 units per month:		15 cents
		per unit

Minimum Charge \$6.00 per month

D. INDUSTRIAL

electricity used for industrial purposes and manufacturing processes including lighting and fans

30

First	50 units per month:	36 cents
		per unit
Next	1,450 units per month:	19 cents
		per unit
Next	3,500 units per month:	15 cents
		per unit
Above 5,000 units per month:		13 cents
		per unit

40

For industrial premises where the total wattage of lamps installed exceed 20% of the total wattage of all electrical equipment installed. (For the purpose of this tariff one horse power (1 H.P.) shall be deemed to be equivalent to 750 watts) tariff charges will be as for commercial premises.

The Corporation reserves the right to restrict use in cases of emergency.

Minimum Charge \$6.00 per month

Z.16(B)
Schedule
of
Tariffs
(contd.)

E. CINEMAS AND THEATRES

First 1,000 units per month: 37 cents
per unit
Next 1,500 units per month: 19 cents
per unit
Next 3,500 units per month: 15 cents
per unit
Above 6,000 units per month: 13 cents
per unit
Minimum Charge \$6.00 per month

F. STREET LIGHTING

10

Inclusive of all maintenance charges: 36 cents
per unit
Minimum Charge \$6.00 per month

G. FORCES TARIFF

Applicable to Security Forces installations
with single point bulk metering for all
electricity consumption.

First 1,000 units per month: 37 cents
per unit
Next 50,000 units per month: 19 cents
per unit
Above 51,000 units per month: 15 cents
per unit
Minimum Charge \$6.00 per month

20

NOTE:

Minimum charges and tariffs are applicable
for the whole or part of any one month and
are not transferable from one location or
building to another.

ELECTRICITY TARIFFS

30

CLASS III

Nonok, Tebakang, Gedong, Semera, Kabong, Saratok,
Lawas, Sundar, Julau, Belawai and Paloh

A. LIGHTING AND FANS

40 cents
per unit

Minimum Charge \$6.00 per month

Private dwelling premises having no outlet
socket whatsoever and using energy for Lighting &
Fans only.

B. COMBINED DOMESTIC

for lighting, fans, cooking,
heating, refrigeration, and air
conditioning etc. (i.e. all
domestic uses)

First 20 units per month: 40 cents
per unit
Above 20 units per month: 20 cents
per unit

10 Minimum Charge \$6.00 per month

This tariff is applicable to consumers occupying a private dwelling not used as a hotel, boarding house or mess or for any business, trade or profession, who consume electricity for other purposes in addition to lighting or fans and whose installation contains at least one 13 amp socket outlet.

20 In cases of dispute as to the application of this tariff, the consumer may appeal to the Chief Electrical Inspector whose decision shall be final.

C. COMMERCIAL

electricity used on business
premises, including shops,
factories, offices, hospitals,
clubs, schools, broadcasting,
telecommunications, etc.,

for

30 lighting and fans, air conditioning,
cooking, heating, refrigeration,
water heating, domestic appliances,
medical apparatus, small motors etc.

First 20 units per month: 40 cents
per unit
Above 20 units per month: 20 cents
per unit

Minimum Charge \$6.00 per month

D. INDUSTRIAL

40 electricity used for industrial
purposes and manufacturing
processes including lighting and fans

First 20 units per month: 40 cents
per unit
Above 20 units per month: 20 cents
per unit

The Corporation reserves the right to restrict use in cases of emergency.

Minimum Charge \$6.00 per month

E. CINEMAS AND THEATRES

First 20 units per month: 40 cents
per unit
Above 20 units per month: 20 cents
per unit

Minimum Charge \$6.00 per month

F. STREET LIGHTING

Inclusive of all maintenance charges: 40 cents
per unit

Minimum Charge \$6.00 per month

10

G. FORCES TARIFF

Applicable to Security Forces installations
with single point bulk metering for all
electricity consumption

First 20 units per month: 40 cents
per unit
Above 20 units per month: 20 cents
per unit

Minimum Charge \$6.00 per month

NOTE:

20

Minimum charges and tariffs are applicable
for the whole or part of any one month and
are not transferable from one location or
building to another.

APPARATUS FOR HIRE

The Corporation normally has apparatus for
hire at the following rates:-

Ceiling Fans - 60"	\$2.00 per month
12 Gallon Water Heaters	\$3.00 per month
2 Plate Cookers with Oven	\$3.50 per month
3 Plate Cookers with Oven	\$6.00 per month

30

Minimum hire period 12 months

Installation Charges to the Consumers' account.

All tariffs are subject to the following clauses:

(a) Fuel Cost Variation Charge

For every dollar or pro rata every part of
a dollar increase or decrease in the weighted
average cost to the Sarawak Electricity Supply
Corporation -

(i) of fuel oil having a calorific value as received of 19,230 British Thermal Units per pound consumed at the Sarawak Electricity Supply Corporation's generating stations above \$80.00 per ton or below \$73.00 per ton; or

Schedule
of
Tariffs
(contd.)

(ii) of diesoline having a calorific value as received of 19,000 British Thermal Units per pound consumed at the Sarawak Electricity Supply Corporation's generating stations above \$125.00 per ton, or below \$115.00 per ton.

10

the consumer shall pay an increased or decreased charge of 0.041 cent per unit during the month concerned.

In the event of fuel or diesoline having a calorific value either more or less than the calorific values as stated in paragraphs (i) and (ii) above, the price per ton will be adjusted by simple inverse proportion to that value:

20

Provided that if the calorific value is within 1.5% more or within 1.5% less than the calorific values stated in paragraphs (i) and (ii) above no adjustment in the price per ton shall be made.

(b) Low Power Factor Clause

The consumer shall use his best endeavours to obtain the highest power factor possible in the operation of his electrical installation. If the average power factor in any month is found to be below 0.85 lagging a supplementary charge of one and one half percent ($1\frac{1}{2}\%$) of the bill for that month for each one hundredth part (0.01) below 0.85 lagging power factor will be added to the bill for that month.

30

Z.17

Page 110 of
Postage
Record Book
of SESCO

Z.17

Page 110 of Postage Record Book of SESCO

9/3/73	Chapman Enterprise, S'pore	1.95	
	SESCO, Sibu	1.35	
	" , Sibu. Cheque 727119 & 727120, 727121	-.55	
	P.C. & R. Ulu	-.75	
	Royal Malaysian Air Force, Kuching.	-.25	
	Sunan Dewang, Seria	-.15	10
	SESCO, Betong	-.10	
	National Cash Register Co., Penang	-.15	
	Crown Agents, Ulu	-.75	
	Transport Authority, Simbang	-.15	
	SESCO, Murudi	-.15	
	SESCO, Lawas 026868-869	-.15	
	Dept. of Civil Aviation, Kuching	-.15	
	Sinchin Elec. S'pore	-.15	
	Thraffs Bhd. "	-.15	20
	Swan Elec. Kuching	-.15	
	Ong Chin Seng, Saratok	-.15	
	Malayan Banking Bhd., Simbang	-.15	
	Chartered Bh., Sibu 727118	-.15	
	SESCO, Simbang	-.15	
	Chartered Bh. Miri 765044	-.15	
	Joseph Guan, Kuching.	-.15	
	Seram Nunglis, "	-.15	
	SESCO, Miri (8 8.55)	-.45	
	<u>.75</u> 8 9.30		30
	Registered to Vanguard, Kuching	-.75	
20/3/73	Crown Agents, Ulu	1.50	
	SESCO, S'gong	-.15	
	Jabatan Tanah dan Ukon, S'ggong	-.15	
	Ministry of Youth & Sports, Kuching	-.15	
	C.A. Surrey	-.75	

President, Wisfid Besas, Kuching -.15
Joseph Guan, Kuching -.15
Sesco, Simbang -.15

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Page 110 of
Postage
Record
Book of
Sesco

D.1.

Letter from M. Swan Electricity Supply
to Chief Electrical Inspector - 26th
June, 1970

D.1
Letter from
M. Swan
Electricity
Supply to
Chief Electrical
Inspector -
26th June, 1970

M. Swan Electricity Supply,
S/tok
c/o Swan Electrical Works Sdn.Bhd.,
Abell Road,
Kuching.

26th June, 1970

Chief Electrical Inspector, S'wak
Public Works Department,
Headquarters,
Kuching.

Dear Sir,

Electricity Supply - Saratok
Reference No. PWD/E5/16/046(188)

With reference to your letter dated 20.5.70
in which you stated that submission of the
proposal as to revise of the tariff charges
should be made to your Office, giving reasons
why revised charges are necessary so that further
consideration may be given, we hereby beg to
submit the reasons as to why we would like to
revise its tariff charges for your kind
consideration and approval viz:-

1. Consumption of more Fuel and Lubrication
Oil etc., required for a 24 hour continuous
supply of electricity.
2. Wages & allowance have to be heavily involved.
3. Maintenance of Generators and Workshop have
been proportionally increased.
4. In other areas, such as Simunjan Electricity
Supply, where 24 hour supply of electricity
is available, the minimum charges of \$350.00
has been long imposed with no complaint.

Yours faithfully,
M. Swan Electricity Supply, S'tok.
Sgd. Sole Proprietor.

D.2

D.2.

Letter
from M. Swan
Electrical
Works to
Director of
P.W.D.
31st August
1961

Letter from M. Swan Electrical Works
to Director of P.W.D. - 31st August
1961

M. SWAN ELECTRICAL WORKS

Workshop and Showroom
No. 91 Padungan Road,
Telephone No.
Sibu Store,
Lanang Road, Sibu.

10

Kuching. 31st August 1961.

Director of Public Works,
Public Works Department,
Head Office,
Kuching, Sarawak.

Dear Sir,

Electricity Supply Saratok

Further to my letter dated 14th of August concerning the possible supply of electricity to Government premises from our generators, I request Government to contribute \$8,000 towards my capital expenditure on distribution and service lines which will cost well over \$20,000 .

20

The whole distribution network are shown on the enclosed plan and your approval of this plan and contribution is awaited.

Please be informed that the power house is under construction and work on distribution will immediately follow.

Yours faithfully,

30

M. Swan Electrical Works

Sgd.

Proprietor.

c.c. Chief Electrical Inspector,
Kuching.

STAMPED 31 AUG. 1961. KUCHING.

D.3

D.3.

Letter from shopkeepers to Minister
of Communications and Works - 22nd
August 1970

Letter from
Shopkeepers
to Minister
of
Communications
and Works
22nd August
1970

c/o Kapitan China,
Saratok.

22nd August, 1970.

The Hon'ble the Minister of
Communications and Works,
c/o The State Secretariat Building,
KUCHING.

10

Dear Sir,

We the undersigned 24 Shopkeepers of the
recent Saratok Fire which gutted our shops has
for the last two weeks wrote a letter to Messrs. M.
Swan Electrical Works, Kuching requesting for the
rate of installation of lighting to our shops be
reduced to its old rate which is \$30.00 per
lighting point whereas at present the said
Company is charging the rate of \$45.00 for one
lighting point installed. The said Company will
not undertake to install the lighting if the
lighting point is less than four in number.
Therefore we are forced to seek your assistance
to discuss the above matters with the said Company.

20

For your information, one of the Coffee Shops
who is also a Fire Victim had called for one of
the Electrical Works at Sarikei to install wiring
at his shop and the cost for the said wiring
charged by the Sarikei's Company per point is
\$28.00 and Messrs. M. Swan Electrical Works is
charging the rate of \$70.00 for the connection of
lighting to the shop after wiring which we think
is too expensive. The rate for connection of
lighting has been increased again from \$70.00 to
\$100.00 at the present moment.

30

In this connection, we are seeking your
assistance to discuss with the Authority concerned
to reduce the present rate from \$45.00 to \$30.00
according to the old rate. We have to inform you
that since we are the Victims of the recent fire
that gutted our shops as well as all our
belonging and money, the said Company should take
into consideration since we are all in a very hard
situation. We could not be able to accomplish
much as we only have a very limited financial
resources to start a new business again and we
find it very difficult to do any business without
lighting facilities.

30

Letter
from
Shopkeepers
to Minister
of
Communi-
cations
and Works
22nd
August
1970
(contd.)

By copy of this letter to the under-mentioned, we also seek your kind assistance and action regarding the above matters, please.

Hoping that our request for your kind assistance concerning the above matter be undertaken with the Company concerned and at the same time we apologise for troubling your Honourable regarding the above matter.

We remain,
Yours faithfully,

10

吳家	聯合	謝春榮
Ng Kiat Seng	懷	林文佳
謝	九	福
合春	隆	刊
泉春	潤世	富
懷	瑞安	富
	洽	

c.c. The State Secretary, Kuching.

Achen at (10)
Refined at (23)

D.4(B)
Letter from
Siong Hin
Liong Kee and
others to the
Deputy Chief
Minister -
30th December
1972

D.4(B)

Letter from Siong Hin Liong
Kee and others to the Deputy Chief
Minister - 30th December, 1972.

Messrs. Siong Hin Liong Kee & ors.
P.O. Box 5,
Saratok,
2nd Division, Sarawak.
30th December, 1972.

30

The Honourable the Deputy Chief Minister,
Secretariat,
Kuching.

Tuan,

re: Electricity Supply at Saratok
by M. Swan Electricity Supply

We, the undersigned, the proprietors of the firm in Saratok Town, the inhabitants living in the suburb and kampongs of Saratok have the honour to petition to you in respect of the above matter.

It is said that Monopoly had been given to M. Swan Electricity Supply, Saratok (hereinafter call "the said M. Swan") for the supply of electricity in Saratok when Sarawak was a colony. We do hereby sincerely appeal to you that because of the inferior service rendered and the high prices charged by the said M. Swan, the Government will kindly take over the role of the supply of electricity in Saratok or to exercise its legislative power to restrict the unreasonable rising of prices by the said M. Swan, on the following grounds:-

- (1) Since the 1st February, 1972, the said M. Swan have been charging a tariff for the 1st 30 units at 60 cents per unit for domestic, commercial consumption. (A copy of the announcement by the said M. Swan to this effect is enclosed herewith and marked "A" for your kind perusal). We wish to humbly point out that such a tariff is unreasonably high in comparing with the tariff at Sibul which is at 30 cents, 26 cents and 14 cents per unit for domestic, commercial and industrial consumptions respectively. A copy of the illustration of the comparison of the tariff between Sibul and Saratok is enclosed herewith and marked "B". We wish to say that such a high rate of tariff imposed by M. Swan will not only impede the diversification of Sarawak economy from the agricultural to the industrial but also that the bulk of the population in Saratok including those Malays in Kampong cannot afford to pay for them.
- (2) We would also humbly say that the high rate of tariff announced by the said M. Swan is entirely contradictory to the policy of the State Government for providing cheaper and subsidizing electricity to the rural area as disclosed by you in the Negri Council recently.
- (3) On or about the 22nd day of September, 1972 we had been verbally notified by the Borneo Development Corporation who were on behalf of the said Swan Company that we also have to pay for the costs of the installation of the service lines (overhead lines) including the electric posts in the new bazaar of Saratok

D.4(B)

Letter from
Siong Hin
Liong Kee and
others to the
Deputy Chief
Minister -
30th December
1972
(contd.)

for the sum of \$22,390.00. We do hereby appeal to you that such a shifting of the said M. Swan's own liabilities to us is very unreasonable and is not in conformity with general practice as observed by the SESCO.

- (4) The said M. Swan Company are only concerned of how to maximise their profit through the monopolistic power conferred on them by the Colonial Government without any consideration of the plight suffered by the general public. The following facts are the proofs:- 10
- a. In 1970, Saratok Town was razed to ground by fire. Not only that the said M. Swan did not take into account of the misery suffered by refugees but conversely they increased their fees for the new electrical installation from \$30.00 to \$45.00 per lamp point. 20
- b. They maintain the rule that if an applicant could not install more than 4 lamp points the supply of electricity will be refused.
- (5) The said M. Swan could not provide sufficient electricity for the use in Saratok. Thus, the Post and Telegraph Department and Sarawak Transport Company have to resort to their own generators for supply of electricity. Those affected most are the Industrial firms. 30
- (6) We would say that unless such a monopolistic power wielded by the said M. Swan is controlled, we will expect that we shall have to suffer more from it.
- (7) This is time for our Representative Government to review the monopoly granted by the Colonial Government in the interest of the public as a whole. The only efficient control of monopolistic power is by means of the legislative measures either by taking over the task of the supply of electricity in Saratok by SESCO, a statutory body of the Government or to restrict the prices thereof. We are of the opinion that the Supremacy of legislation should not be fettered by the contract (if any) made between the M. Swan and the Colonial Government especially when the said Swan Company are wielding the monopolistic power so conferred unreasonably and arbitrarily. 40 50

We do hereby humbly appeal to you that you will kindly carry out an investigation and look into the matter and finally grant our above application.

We are looking forward earnestly to receiving your kind reply.

We have the honour to be,
Sir,
Your Obedient servants,

D.4(B)
Letter from
Siong Hin
Liong Kee
and others
to the
others to
the Deputy
Chief
Minister -
30th
December
1972
(contd.)

10

"A"

M. SWAN ELECTRICITY SUPPLY, SARATOK

ANNOUNCEMENT

We wish to announce for public information that the new revised tariffs charges approved by the State Government will be taken into effect as from 1st February 1972. Schedule of tariffs for the supply of electrical energy is classified as hereunder:

1. Private Dwelling Houses - Lighting and Fans

20

First 30 units at 60 cents per unit
Second 30 units at 50 cents per unit
Above 60 units at 40 cents per unit
Minimum Charge \$6.00

2. Combined Domestic

First 30 units at 60 cents per unit
Second 30 units at 40 cents per unit
Above 60 units at 30 cents per unit
Minimum Charge \$6.00

3. Commercial & Industrial - Lighting & Power

30

First 30 units at 60 cents per unit
Above 30 units at 40 cents per unit
Minimum Charge \$12.00

4. Cinemas and Theatres

First 1000 units at 60 cents per unit
Above 1000 units at 40 cents per unit
Minimum Charge \$25.00

THE MANAGEMENT

Saratok, 2nd January, 1972.

D.4(B)

Letter from
Siong Hin
Liong Kee and
others to the
Deputy Chief
Minister -
30th
December
1972
(contd.)

砂拉卓南傳電力廠

爲 通 告 事

茲經 本州州政府批准在案本電力廠自一九七二年二月一日起
• 施行電流供應取費新率，所有昔日電流供應取費舊率均不適用，且
遵照新率調整，爲上列(一)至(四)仰諸用戶知照。

一九七二年元月二日

本 廠 謹 啓

D.4(C)

Announce-
ment of
M. Swan
Electricity
Supply,
Saratok -
2nd
January
1972

D.4(C)

Announcement of M. Swan Electricity
Supply, Saratok - 2nd January, 1972.

M. SWAN ELECTRICITY SUPPLY, SARATOK

ANNOUNCEMENT

We wish to announce for public information
that the new revised tariffs charges approved by
the State Government will be taken into effect as
from 1st February, 1972. Schedule of tariffs for
the supply of electrical energy is classified as
hereunder:

1. Private Dwelling Houses - Lighting and Fans

First 30 units at 60 cents per unit
Second 30 units at 50 cents per unit
Above 60 units at 40 cents per unit
Minimum Charge \$6.00

2. Combined Domestic

First 30 units at 60 cents per unit
Second 30 units at 40 cents per unit
Above 60 units at 30 cents per unit
Minimum Charge \$6.00

3. Commercial & Industrial - Lighting & Power

First 30 units at 60 cents per unit
Above 30 units at 40 cents per unit
Minimum Charge \$12.00

4. Cinemas and Theatres

First 1000 units at 60 cents per unit
Above 1000 units at 40 cents per unit
Minimum Charge \$25.00

THE MANAGEMENT

Saratok, 2nd January, 1972.

D.4(C)
Announcement
of M. Swan
Electricity
Supply,
Saratok -
2nd January
1972
(Contd.)

D.4(D)
Comparison of Tariff between Sib and Saratok

	<u>Lighting & Fans</u>	<u>Combined Domestic</u>	<u>Commerical</u>	<u>Industrial</u>
<u>SARATOK:</u>	First 30 units at 60 cts. per unit; Second 30 units at 50 cts per unit Minimum charge: \$6.00 p.m.	First 30 units at 60 cts per unit; second 30 units at 40 cts per unit;	First 30 units at 60 cents per unit Above 30 units at 40 cts. per unit	First 30 units at 60 cents per unit; Above 30 units at 40 cts per unit
<u>SIBU:</u>	30 cents per unit Minimum charge: \$2.00 p.m.	First 30 cents per month 30 cents per unit; Next 30 units per month 12 cts per unit	First 60 units p.m. 26 cents per unit Next 4,940 units p.m. 14 cents per unit	First 1,500 units per month at 14 cts per unit; Next 3,500 units per month at 9 cts. per unit.

Translation

Kampong Sawmill and Ulu,
Saratok

8th March, 1973

Translation
of letter
to the Deputy
Chief Minister
from Hj. Sepawi
and 2 others
8th March 1973
(contd.)

The Honourable Mr. Stephen Yong,
Deputy Chief Minister of Sarawak,
Kuching

Saratok Electricity

10 On behalf of both Kampong Hulu and
Hilir in Saratok, we appeal to your
Ministry again that the State Coalition
Government of Sarawak will withdraw
the agreement made between the Colonial
Government and Messrs. Swan Company, and
hand it over to the SESCO, on the
following reasons:-

20 (I) Messrs. Swan Company did not supply
electricity services to both Kampongs,
and we have requested the said
Company to install and supply the
Lines but so far no reply has been
given to us until now.

(II) Electricity charges made by the said
Company are too expensive and incomparable
with other places.

30 (III) We understand that the said Company did
not run electricity powers properly and many
radios, refrigerators and other electrical
devices were spoiled and damaged. We can
say so because there is proof and that is
why the Telecoms Department did not all
this time use electricity provided by
Messrs. Swan Company.

D.5(A)

Translation
of letter
to the
Deputy Chief
Minister
from Hj.
Sepawi
and 2 others
8th March
1973
(contd.)

- (IV) If the said Company were still running the services in our District, we would certainly be unable to use electricity in the next twenty or thirty years time and many old persons who would die could not enjoy such services.
- (V) We had been colonised by the British Government for more than a century and now independent and thus we also require development, peace. If the Government cannot take over electricity services from Messrs. Swan Company and hand it over to SESCO, our villages will still be in the dark. Whereas Kampong Kabong, a coastal village has enjoyed electricity services provided by SESCO and our kampong which is bigger than Kampong Kabong does not have SESCO electricity services. 10

We therefore hope that Government will expedite the solution of our problem and give us favourable reply. 20

Thank you.

(Sgd.) Cr. Haji Sepawi Hj. Adenan
Cr. Salleh Seruji
T.K. Haji Gom Lek.

c.c. The Chief Minister of Sarawak.
The State Secretary, Sarawak.
The Resident, Second Division.
The District Officer, Saratok.

Certified true translation 30

Sgd.
.....

D.5(B)

Letter from Hj. Sepawi to Deputy
Chief Minister with 3 letters attached
15th March, 1973

D.5(B)

Letter from
Hj. Sepawi to
Deputy Chief
Minister with
3 letters
attached -
15th March
1973.

10

The Honourable,
Deputy Chief Minister,
(Minister of Communications & Works), 15th March 1973
Sarawak,
KUCHING.

Jalan Sawmill,
Saratok, Sarawak

Dear Sir,
re: External Overhead line

20

I wish to bring to your information and
attention that we, the residents of Kampung Jalan
Sawmill, Saratok had submitted our application
for the installation of the above to the Manager,
M. Swan Electricity Supply, Kuching vide our
letter dd. 13th March, 1971.

30

Since then I regret to notify you that no
action has been taken as well as no advice has been
received whatsoever on the outcome of our
application. Following a letter PWD/16/046(236)
dd. 21.5.1971 from Chief Electrical Inspector,
Sarawak on the same series, we had enquired and
reminded M. Swan Electricity Supply leading to
our above application vide our letter dd. 16th
December, 1971, but until now there is no sign of
the later to take any action.

For your further information : I forward
herewith photo-stat copies of our letters dd. 13th
March, 1971 and 16th Dec. 1971.

We sincerely hope that the authorities
concerned will take serious action on this matter,
please.

Thank you.

40

Yours faithfully,
Sgd.
(Cr. Hj. Sapawi b. Hj. Adenan)
on behalf of the Residents of
Kampung Jalan Sawmill, Saratok.

c.c. Y.AB. Ketua Menteri, Sarawak.
Setiausaha Negeri Sarawak.
Residen, Bahagain Kedua, Simanggang.
Pem. Pegawai Daerah, Saratok.
Setiausaha, Majlis Daerah Kalaka, Saratok.
General Manager, SESCO., Kuching.

D.5(B)

Letter from
Hj. Sepawi to
Deputy Chief
Minister with
3 letters
attached -
15th March
1973.
(cont'd)

Jalan Sawmill,
Saratok.
13th March, 1971.

The Manager,
M. Swan Electricity Supply,
Swan Building, Abell Road,
Kuching.

Dear Sir,

Application for Installation of
External Overhead Wiring

10

We, the people of Kampong Jalan Sawmill Saratok, have the honour to apply for installation of the external overhead wiring by your company in order to facilitate electricity supply to our dwelling houses. There are approximately 30 houses. The approximate distance to be wired is 900 yards from the existing terminal in front of Enche Mut bin Assin's house.

Attached herewith please find a list of joint applicants duly signed for your information and necessary action please.

20

We would be most grateful if this application would meet with your kind consideration and approval.

Thanking you in anticipation.

Yours faithfully,

Sgd.

(Cr. Haji Sapawi b.Hj.Adenan)
On behalf of all the applicants

c.c. District Officer, Saratok.
M. Swan Manager, Saratok Branch, Saratok.

30

Cr. Hj. Sapawi bin Hj.Adenan,
Jalan Sawmill,
Saratok, Sarawak.

16th December, 1971.

The Manager,
M. Swan Electricity Supply,
Abell Road,
Kuching.

Dear Sir,

Application for Electricity Supply

40

I should be most grateful if you can advise

the outcome on the above subject vide letter PWD/E5/16/046(236) dd. 21.5.1971 from Chief Electrical Inspector, Sarawak. Please also refer letter dated 20.5.1971 from your Sole Proprietor, Saratok Branch on the same series.

D.5(B)
Letter from
Hj. Sepawi to
Deputy Chief
Minister with
3 letters
attached -
15th March
1973.
(cont'd)

Regret to note that there is no news on this until the present moment.

Your kind and early attention would be much appreciated and thankful.

Yours faithfully,
Sgd.
(Cr. Hj. Sapawi Hj. Adenan)

c.c. Chief Electrical Inspector, Sarawak ,
Kuching.
District Officer, Saratok.
Manager, M. Swan Electricity Supply,
Saratok Branch.

PWD/E5/16/046(236)

21st May, 1971.

The Manager,
M. Swan Electricity Supply,
Abell Road,
Kuching.

Dear Sir,

Application for Electricity Supply

I refer to the letter dated 13th May, 1971 from Councillor Haji Sapawi b. Hj. Adenan on behalf of 30 applicants at Kampong Jalan Sawmill, Saratok, to you requesting for an extension of your O/H line to their kampong and should be grateful if you would advise whether you are willing to carry out such extension or not. If so, please forward details of your proposal for my approval.

As the first house of the kampong is only 900 yards from the Saratok bazaar and as there are approximately 30 houses requiring electricity supply, it is felt that an extension of your O/H line would not only provide service to the kampong dwellers but certainly increase your monthly sales of energy, unless you are unable to do so for technical reasons.

Yours faithfully,
BY
KHOO CHIEW PHOE
Chief Electrical Inspector, Sarawak.

D.5(B)

Letter from
Hj. Sepawi to
Deputy Chief
Minister with
3 letters
attached -
15th March
1973.
(cont'd)

c.c. District Officer, Saratok.
Councillor Haji Sapawi b. Hj. Adenan,
Jalan Sawmill,
Saratok.

KCP/LT

D.6.

D.6.

Letter from
Representatives
of Saratok
Shopowners to
Deputy Chief
Minister -
5th March 1973.

Letter from representatives of
Saratok Shopowners to Deputy Chief
Minister - 5th March, 1973

c/o Chop Tech Leong,
Saratok Bazaar,
Saratok.

10

5th March, 1973.

The Hon'ble the Deputy Chief Minister/
Minister for Communications & Works,
Secretariat,
Kuching.

Hon'ble Minister,

re: Saratok Electricity Supply

Further to our petition to you on the
30th December, 1972, we, the undersigned, duly
elected representatives of the Saratok
Bazaar shop-owners; beg most respectfully to
further appeal and petition you, to permit
the following delegates to present and express
our views on the recent dispute over the
supply of electricity at Saratok by Messrs.
M. Swan Electricity Supply, Saratok.

20

Hon'ble Sir, you might have heard of the
final decision that we have taken to go on an
'electricity supply strike' which took effect
from 1st March, 1973. It is most unfortunate
and regrettable, but, we were faced with such
circumstances that there was no alternative
for us to take. As a last resort, we decided
to call for the strike. We feel that despite
of our many representations, discussions and
meetings made with the various authorities of
the State Government, on this very urgent and
unfortunate matter, nothing concrete had been
decided so far. It is not our very wish to
call for the current 'electricity strike' as
you do understand we are the ones who will have
to suffer the most, economically and on the

30

40

loosing side. Where as the strike will certainly not effect the big and well established firm like Messrs. M. Swan Electricity Supply, of Saratok. The general public, in and around the Saratok Town, including the local Kampung folks and our Iban friends would not be able to enjoy cold drinks from the local coffee shops, nor can they enjoy any cinema-shows and hotels cannot take in visitors, record-shops have to be silent. Indeed, the daily lives of the local residents are greatly effected.

D.6.

Letter from
Representatives
of Saratok
Shopowners to
Deputy Chief
Minister -
5th March, 1973
(cont'd)

For all these years since the establishment of the local electricity supply firm, we are the ones who have been monopolised by the said firm in their electricity charges (tariffs) which we were made to believe that the charges were fair and in accordance with the conditions laid down in the licence granted by the State Government to Messrs. M. Swan Electricity Supply, Saratok. In their reply to our letter of 20th February, 1973, the said firm denied the accusation made by us, in that they did not charge those shop-owners whose shophouses as well as their properties were totally destroyed during the 1970 Saratok Fire, at \$45.00 per lighting point. Not only did the said firm charge the shop-owners at \$45.00 per lighting point but insisted that each shophouse must install at the very least 4 points. We state and confirm here that we have their originals official receipts to prove our accusations.

We can never understand why the Sarawak Coalition Government could see that the Sarawak Electricity Supply Corp. can operate in a sub-district like Kabong, whereas, a bigger district like Saratok could not have electricity to be supplied by the same Corporation which is a semi-body of the State Government. We feel this is most unfair, in view of the facts that it was announced and published in the local papers that there are huge sums of millions-of-dollars set aside for the Sarawak Coalition Government under the Second Malaysia Plan to provide more and better electricity to the rural and suburban areas, through the Sarawak Electricity Supply Corporation.

Considering that Saratok is no smaller than many other Towns throughout the whole State of Sarawak, we beg that sincere considerations should be given to Saratok in the current Development Plan, to request the Sarawak Electricity Supply Corporation to operate in Saratok. Indeed, it is of a great pity that the two Malays Kampung

D.6.
 Letter from
 Representatives
 of Saratok
 Shopowners to
 Deputy Chief
 Minister -
 5th March 1973
 (cont'd)

consisting of about 500 families and many more residents within the Saratok Town, have never had the privileges of enjoying electricity at all since the establishment of Messrs. M. Swan Electricity Supply.

With the dispute unsettled, the future of the New Saratok Town consisting of 61 units of modern shophouses, would look very dull and it would then look like a 'dark town'. Instead of promoting goodwill and understanding among the various races with the establishment of the New Saratok Town, it would then be most unfortunate to see most of the shophouses have to be closed very early in the evenings.

10

We, therefore, earnestly appeal to you, Honourable Minister to look into our plight and we do sincerely hope that the Sarawak Coalition Government will consider this matter seriously, for this involve the welfare of the people of this district.

20

Finally, we beg that you will treat this petition of utmost importance and that a final decision reached to end this dispute.

We beg, to remain,
 Sir,
 Yours very faithfully,

1. Ong Chui Seng (Chief Delegate) Sgd.
 Kapitan China.
2. Goh Kia Heng Sgd.
3. Yeo Thiam Seng (Cr.) Sgd.
4. Teng Kim Toh Sgd.
5. Heng It Tee Sgd.
6. Gan Ah Liang Sgd.
7. Tan Siew Boon Sgd.

30

c.c. The Hon'ble The Chief Minister, Kuching.
 The State Secretary, Secretariat, Kuching.
 The Resident, Second Division, Simanggang.
 The General Manager, SESCO., Kuching.
 The District Officer, Saratok.
 The Secretary, Kalaka District Council,
 Saratok.

40

D.6(A)1
Bill 99/61 - 17th April
1964

D.6(A)1
Bill 99/61
17th April
1964.

No. 99 /61

Date, 17-4-64

M. Swan Electrical Works

M. SWAN ELECTRICAL WORKS

南傳電氣工程

POWER SUPPLY SARATOK

電燈廠

專辦各種電器用品批發零售一律歡迎價格便宜
包工裝置電線及機器自造雪山標冰櫃担保滿意
Dealers In All Kinds Of Electrical Equipments And Utensils.
Wholesale And Retail. Price Moderate.
Contractors For Wiring & Electrical Installation. We Have
On Sale Iceberg Brand Refrigerator Manufactured By Us.
Satisfaction Guaranteed.

"SWANELECT" 電報掛號

Workshop & Stores:

No. 91, Padungan Road,
Telephone No.

貨倉及工場：
古晉丹戎岸門牌九十一號
電話號碼：

Office & Show Room,
No. 91, Gartak Street.
Telephone No. 2674
Branch:
No. 10, Central Road, Sibuan.
辦事處：
古晉牙連街門牌四號
電話號碼：二五七四
分廠：詩巫埠中街門牌二十號

Quantity	Description	Price	\$	cts.
9 pms	Wiring 電線九支	180.	00	
"	Stamp switch socket 2 pms 電氣開關一付	20.	00	
5 pms	40w Fluorescent lamps 四廿五瓦日光灯五支	50.	00	
"	20w " " " 二廿五瓦日光灯二支	10.	00	
6 "	15w bulb 15瓦電球一付	0.	60	
5 "	5w bulbs 5瓦 " " 二付	1.	20	

E. & O. E.

for

ELECTRICAL WORKS

For M. Swan Electrical Works

B-11 416/61
11th August
1970.

Bill 514/61 - 11th August
1970

Date, 11/8/70

大衆教育

M. SWAN ELECTRICAL WORKS

南傳電氣工程

POWER SUPPLY SARATOK

電 燈 廠

專辦各種電器用品批發零售一律歡迎價格便宜
包工裝電線及機器自造雪山標冰櫃担保滿意

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On Sale Iceberg Brand Refrigerator Manufactured By Us.

Satisfaction Guaranteed.

"SWANELECT" 電報掛號

Workshop & Stores:

No. 91, Padungan Road.

Telephone No. _____

貨倉及工場：

直轄洋貨岸門牌九十一號

電話號碼：

Office & Show Room,
No. 4, Gartak Street,
Telephone No. 2574
Branch:
No. 20, Central Road, Sibul.

辦事處：
古晉牙街門牌四號
電話號碼：二五七四
分店：詩巫坡中街門牌二十號

Quantity	Description	Price	\$	cts.
2支	电灯头		180.	00
2付	时光原身灯			
	装管也录外缘			
1支	电风扇头		10.	00
1支	lamp 插头		45.	00

E. & O. E.

£235.00

For M. Swan Electrical Works

D.6(A)3

Bill 1019 - 28th October
1970

D.6(A)3

Bill 1019 -
28th October
1970.

Bill N 1019

Date, 28/10/70

新合順家私

M. SWAN ELECTRICITY SUPPLY,

SARATOK

南傳電力供應廠

砂拉越

Workshop & Stores:

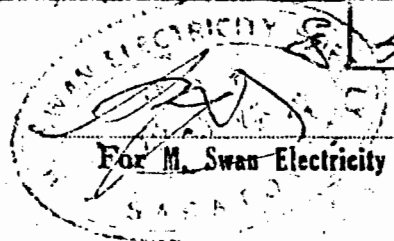
Swan Building Abell Road,
Kuching. Tel. No. 22574

貨倉及工場:

古晉艾貝爾路南傳大廈
電話號碼: 二二五七四

Quantity	Description	Price	\$	cts.
2 支	電線燈頭		450.	00
2 支	1 呎半長 3 呎, 1 呎半長 3 呎			
1 呎	1 呎半長 2 呎			
2 呎	13 AMP 插頭			
1 呎	846-ADS Direct-On-Line Contactor Starter			
1 呎	315 AMP 1500 TPN 500V Isolating Switch			
1 呎	1500 500V TPN w/c Switchgear			
	自備裝設電線外線和電線			

E. & O. E.

1/11/70 家私參照估價
\$350.00

For M. Swan Electricity Supply.

Memo ref:
170/GAB/5/32
dated 24th
April 1973
attached with
two letters
dated 17th
April 1973
and 18th
April 1973.

Memo. ref: 170/GAB/S/32 dated
24.4.73 attached with two letters
dated 17.4.73 & 18.4.73 - 24th
April 1973

Official Memorandum

From Setiausaha Sulit To Permanent Secretary,
 kepada MCW, th' The State
T.Y.T. Gabnor Secretary 10
Sarawak

Subject Request through Copies to:
T.Y.T. Gabnor

Our ref: 170/GAB/S/32 Your ref: Dated
Date: 24.4.73.

I am directed to forward herewith self-explanatory letters dated 17.4.73 and 18.4.73 presented before T.Y.T. Gabnor during his visit to Saratok on 18.4.73 for necessary action, please.

Sgd. Stephen Jussem Dundon
(STEPHEN JUSSEM DUNDON)
Setiausaha Sulit kepada
T.Y.T. Gabnor Sarawak.

SJD/ep

PS
I think we can reply to the effect
that the Govt is sincerely & actively
considering this matter and to work out
a solution to this very hot issue.

Sanator Electricity Supply file

c/o Kapitan Ong Chui Seng,
Chop Teck Leong,
Saratok Bazaar,
Saratok, Second Division.

17th April, 1973.

Your Excellency The Governor of Sarawak,
Tun Datu Tuanku Haji Bujang, S.M.N., P.S.M.

Your Excellency,

JOINT REQUEST

We, the citizens of Malaysia in general and the residents of Saratok Bazaar in particular, most heartily welcome Your Excellency to this district.

Indeed, it is our honour and privilege and our golden opportunity to show our loyalty to Your Excellency. Please accept our heartiest and warmest congratulations on your recent appointment to the high office as the Governor of Sarawak for another term. We pledge our loyalty to you and the Chief Minister of Sarawak Datuk Abdul Rahman Yakub.

D.7.

Memo ref:
170/GAB/5/32
dated 24th
April 1973
attached with
two letters
dated 17th
April 1973
and 18th
April 1973.
(cont'd)

10 We beg most humbly to petition to Your Excellency with regard to our recent "boycott" of the electricity supply locally. We have brought this urgent matter up to the attentions of Your Ministers and our representatives have personally met the Hon'ble the Deputy Chief Minister who is also the Minister for Communications and Works on March 10th, 1973., however, its most disappointing that nothing concrete had been finalised by the State Coalition Government.

20 In our petition to the State Government, we petitioned the Coalition Government to grant permission to the Sarawak Electricity Supply Corporation to supply electricity in Saratok. We complaint of the very high tariffs charged by the present electricity supplier at Saratok. In addition, we have to bear the total cost of \$22,570.00 for the over-head lines installation at the New Saratok Town. Each shophouse has to pay approximately \$370.00 per door.

30 We feel that there should not be any difficulty for the State Government to exercise its power in legislation to permit the Sarawak Electricity Supply Corporation to provide electricity in Saratok which is a much bigger district than that of Kabong or Betong, where the Sarawak Electricity Supply Corporation is operating now. It is most unfortunate to state that since the operation of the local electricity supplier, not a single Malay house of both the Malay Kampungs in Saratok could ever enjoy such facilities. There are 500 houses in both the
40 Malay Kampungs, we therefore, feel such policy is not justified.

Besides, under the declared policies of the State Coalition Government, more electricity should be provided to rural areas, in order to help the people of the State and raise their standard of living. We feel that Saratok District should be given top priority in the Second Malaysian Plan to request the Sarawak Electricity Supply Corporation to supply electricity to all the races in this
50 district.

D.7.

Memo ref:
170/GAB/5/32
dated 24th
April 1973
attached with
two letters
dated 17th
April 1973
and 18th
April 1973.
(cont'd)

Very soon, we will have to move to the New Saratok Town which will consist of 61 units of new shophouses and in view of this urgency, we earnestly beg Your Excellency to help us in our petition to the State Coalition Government. We can be very sure, once the Sarawak Electricity Supply Corporation establishes itself in Saratok, more people will be given jobs, more industries will be set up and with the cheap supply of electricity, our Malay brothers of Kampung Illi and Ulu in Saratok will be able to enjoy such facilities provided.

10

We therefore, most respectfully beg Your Excellency to use your prestigious office to bring our petition and appeal to your Honourable Ministers to sympathetically consider this urgent matter.

We, beg to remain loyal citizens of Malaysia and pledge our fullest co-operation to the State Coalition Government which is under the dynamic leadership of the Chief Minister Datuk Haji Abdul Rahman Ya'kub.

20

(Signatories attached)

c.c. The Resident, Second Division, Simanggang.
The District Officer, Saratok.

(Translation)

Saratok
18th April, 1973

D.7

His Excellency the Governor of Sarawak,
KUCHING

Your Excellency,

Memo Ref.
170/GAB/5/32
dated 24th
April 1973
attached
with two
letters
dated 17th
April 1973
and 18th
April 1973
(contd.)

On behalf of the residents in Kampong Hulu and Hilir, Saratok, we respectfully submit the following request to the Government through Your Excellency:

ELECTRICITY IN SARATOK

M. Swan Electrical Work has been providing electricity supply in Saratok for the past ten years ago; Since the formation of the Company mentioned, we, the residents of Kampong Hulu and Hilir, Saratok, did not at all enjoy such facilities. This is due to the said Company could not lay cable along both kampongs as what had been done by SESCO in other places.

This Company also impose higher charges than other company such as SESCO and thus consumers in Saratok town boycotted the use of electricity supplied by the said Company in Saratok.

As understood the Government has made provision under the National and Rural Development Plan to supply electricity in rural areas. However, it is regretted that such facility will not be enjoyed by residents here if Messrs. Swan is still supplying electricity in Saratok.

We therefore hope that the Government will pay attention and take action to take over such services from Messrs. Swan and hand it over to SESCO to provide electricity services in Saratok. We hope Your Excellency will sympathetically support our request and bring up the matter with the relevant authority for consideration and approval. We thank you in advance.

Yours truly,

(Sgd.) Cr. Hj. Sepawi Hj. Adenan	T.K. Othman bin Jais
Cr. Salleh bin Seruji	T.K. Hj. Gom bin Lek
Hj. Ali Hassan	?
Mohd. Kerang Lek	?
Ramli Ismail	?
Yusuf b. Ali	?

Certified true translation

Sgd. Mounsey Chundi
Mounsey Chundi
Court Interpreter/Translator

D.8

Letter from
General Manager

D.8.

Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works

Letter from General Manager, Sesco
to Permanent Secretary, Ministry of
Communications and Works attached
with copies of Petitions. - 11th
August, 1973

11th August
1973 with
copies of
Petitions
attached

PERBADANAN PEMBEKALAN LETRIK
SARAWAK

Peti Surat No. 149, Kuching
Sarawak, Malaysia.

Talipon No. 20191

Taligeram: "SESCO:

SARAWAK
ELECTRICITY
SUPPLY
CORPORATION

P.O. Box No. 149
Kuching,
Sarawak, Malaysia.
SESCO

10

Our ref: WL/MCF/H12/21

11th August 1973.

The Permanent Secretary,
Ministry of Communications & Works,
Secretariat,
Kuching.

Dear Sir,

Saratok Electricity Supply

20

Further to our letter dated 10.8.73 and for
your record purpose, we enclose herewith photostat
copies of all the petitions received from the
people of Saratok to-date, all pressing us to
provide supply to their premises. However,
before we are able to proceed with any positive
action, we would be grateful if a dispensation of
consent from the present licensee could be
obtained from the Governor-in-Council as
stipulated under Section 15 Sub-section 2 of the
SESCO Ordinance to enable us to carry out
operation.

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Yours faithfully,

Sgd. William Lai
for GENERAL MANAGER.

149, Kuching.

149 Kuching,
20191

H/12/21

17th May, 1973.

Chop Teck Leong,
Saratok Bazaar,
Saratok,
Sarawak.

40

D.8
Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works 11th
August 1973 with
copies of
Petitions
attached
(contd.)

Dear Sirs,

APPLICATION FOR ELECTRICITY SUPPLY IN
SARATOK

We thank you for your letter of 5th May, 1973, the contents of which are receiving our attention.

SESCO do not have a licence to supply electricity in Saratok at present, but we are now negotiating with the Chief Electrical Inspector. We would consider your application as soon as we have been granted the licence.

Yours faithfully,

(Sgd.) (Lye Fah Yew)
GENERAL MANAGER

c.c. Chairman, SESCO
Perm. Sec., Ministry of Communications &
Works, Kuching.
Chief Electrical Inspector, Kuching.

c.c. LFY
LFY/POF.

c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.

5th May, 1973.

The General Manager,
Sarawak Electricity Supply Corp.,
Elec tra House,
Kuching.

Sir,

re: Application for electricity supply
in Saratok

We, the undersigned, the residents of the Saratok Bazaar, KumpungMelayu Illir and Ulu and of the outskirt of the Saratok Bazaar, Saratok, wish to endorse and affirm herewith that the joint request or application submitted by our elected representatives on the 14th March, 1973 to you have our strong support and the application was submitted to you on our behalf.

Furthermore, the reasons submitted by our representatives then have our consent and we affirm our endorsement herewith.

No.D.8

Letter from
General
Manager
Sesco to
Permanent
Secretary,
Ministry of
Communi-
cations and
Works
11th
August
1973 with
copies of
Petitions
attached
(contd.)

In order to clarify our strong support and endorsement, we, beg to submit to you herewith our signatories to the above application.

We do earnestly hope that you will have no doubt whatsoever on receipt of the lists of all our signatories submitted herewith and that we hope our request will meet with your sympathetic consideration.

Yours faithfully,

(Signatories see lists
attached)

10

c.c. Y.B. Deputy Chief Minister and Minister
for Communications & Works, Kuching.
Y.A.B. The Chief Minister of Sarawak,
Kuching.
The State Secretary, Secretariat, Kuching.
The Resident, Second Division, Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

20

G.E.S.		Eni.	
S.E.R. (P)		Acct.	
		In Adv.	
17 MAY 1973			
E.E.(Mech)		C.O.	
C.E.O.		File 412/21	
Reply Ref/Date			

Enchi Ong Chui Seng,
Tuan Haji Sapawi B. Adenan
& 9 Others,
c/o Chop Teck Leong,
Saratok Bazaar,
SARATOK.

14th March, 1973.

The General Manager,
Sarawak Electricity Supply Corpn.,
Electra House,
KUCHING.

30

Sir,

Application for electricity supply in
Saratok

We, the undersigned Applicants in the capacity as the representatives of all the existing consumers and the would be consumers of electricity supply, do hereby submit our joint application for your consideration to see that such electricity supply may be rendered and operated by your Corporation for the Saratok Town instead of by the private firm.

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As to support our joint application, we wish to state briefly in the following:

Letter from
General
Manager
Sesco to
Permanent
Secretary,
Ministry of
Communi-
cations and
Works 11th
August 1973
with copies
of Petitions
attached
(contd.)

- (1) That the present electricity supply rendered by the private firm is too expensive and very unsatisfactory to cope with the local requirements. Hence it has been our long felt desire to have such electricity supply from your Corporation.
- (2) It has been our common desire and wished that such public utilities should be provided and operated for the benefits of the general public; and such operation must be undertaken by your Corporation, which is considered as a true semi-Governmental organisation.
- (3) In order to provide adequate supply of electricity for the public in the Bazaar Area and for the common people of the surrounding kampong areas, it is urgently necessary and desirable to request your Corporation to undertake such operation.
- (4) Should the local electricity supply continue to be provided and operated by such private firm, there will be no possible chance for the local kampong people to have such modern facilities amenities and conveniences.
- (5) As for enabling the local public to carry out development in various industries, it is urgent need to see such electricity supply be provided and operated by the SESCO.
- (6) In case that the SESCO, is not going to undertake the operation and for the provision of such electricity supply to the local public in Saratok, all such Rural Economic Development Schemes will not be extended to Saratok by the Authorities concerned, thus the local people of Saratok may be deprived from all those benefits as they should deserve earlier.

THEREFORE, we do earnestly hope and pray that our joint requests may meet with your favourable consideration and early acceptance, please!

Yours faithfully,

- | | |
|---------------------------|---------------------------------|
| (1) Sgd. Ong Chui Seng | (2) Sgd. Goh Kia Heng |
| (3) Sgd. Yeo Thiam Seng | (4) Sgd. Teng Kim Toh |
| (5) Sgd. Heng It Tee | (6) Sgd. Gan Ah Liang |
| (7) Sgd. Tan Siew Boon | |
| (8) Haji Sapawi B. Adenan | (9) Sgd. Cr. Salleh Saruji |
| Chairman of Kalaka D.C. | (10) Sgd. T.K. Haji Othman Jais |
| (11) T.K. Haji Gom B. Lek | |

D.8

Letter from
General
Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

The Hon'ble the Dy. Chief Minister and
Minister for Communications & Works,
Sarawak.
The Hon'ble the Chief Minister, Sarawak.
The State Secretary, Sarawak.
The Resident, Second Division, S'gang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

H/12/21
c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.

5th March, 1973

10

G.I.L.	13/2	Sec.
G.E.E.	2	Acc.
G.E.F. (G)		In Lu.
E.(Mech)		G.O.
		File
Ref/date 11/3/73		

Hand of Dr
S. D. S. S. S.

The Hon'ble the Deputy Chief Minister/
Minister for Communications & Works,
Secretariat,
Kuching.

Hon'ble Minister,

re: Saratok Electricity Supply

Further to our petition to you on the 30th
December, 1972, we, the undersigned, duly
elected representatives of the Saratok Bazaar shop-
owners; beg most respectfully to further appeal
and petition you, to permit the following
delegates to present and express our views on the
recent dispute over the supply of electricity at
Saratok by Messrs. M. Swan Electricity Supply,
Saratok.

Hon'ble Sir, you might have heard of the
final decision that we have taken to go on an
'electricity supply strike' which took effect from
1st March, 1973. It is most unfortunate and
regrettable, but, we were faced with such
circumstances that there was no alternative for
us to take. As a last resort, we decided to call
for the strike. We feel that despite of our many
representations, discussions and meetings made
with the various authorities of the State Government,
on this very urgent and unfortunate matter, nothing
concrete had been decided so far. It is not our very
wish to call for the current 'electricity strike'
as you do understand we are the ones who will have
to suffer the most, economically and on the loosing

side. Where as the strike will certainly not effect the big and well established firm like Messrs. M. Swan Electricity Supply of Saratok. The General public, in and around the Saratok Town, including the local kampung folks and our Iban friends would not be able to enjoy cold drinks from the local coffee shops, nor can they enjoy any cinema-shows and hotels cannot take in visitors, record-shops have to be silent. Indeed, the daily lives of the local residents are greatly effected.

For all these years since the establishment of the local electricity supply firm, we are the ones who have been monopolised by the said firm in their electricity charges (tariffs) which we were made to believe that the charges were fair and in accordance with the conditions laid down in the licence granted by the State Government to Messrs. M. Swan Electricity Supply, Saratok. In their reply to our letter of 20th February, 1973, the said firm denied the accusation made by us, in that they did not charge those shop-owners whose shophouses as well as their properties were totally destroyed during the 1970 Saratok Fire, at \$45.00 per lighting point. Not only did the said firm charge the shop-owners at \$45.00 per lighting point but insisted that each shophouse must install at the very least 4 points. We state and confirm here that we have their originals official receipts to prove our accusations.

We can never understand why the Sarawak Coalition Government could see that the Sarawak Electricity Supply Corp. can operate in a sub-district like Kabong, whereas, a bigger district like Saratok could not have electricity to be supplied by the same Corporation which is a semi-body of the State Government. We feel this is most unfair, in view of the facts that it was announced and published in the local papers that there are huge sums of millions-of-dollars set aside for the Sarawak Coalition Government under the Second Malaysia Plan to provide more and better electricity to the rural and suburban areas, through the Sarawak Electricity Supply Corporation.

Considering that Saratok is no smaller than many other Towns throughout the whole State of Sarawak, we beg that sincere considerations should be given to Saratok in the current Development Plan, to request the Sarawak Electricity Supply Corporation to operate in Saratok. Indeed, it is of a great pity that the two Malays Kampung

D.8
Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

D.8
Letter from
General
Manager
Sesco to
Permanent
Secretary,
Ministry of
Communi-
cations and
Works 11th
August 1973
with copies
of Petitions
attached
(contd.)

consisting of about 500 families and many more residents within the Saratok Town, have never had the privileges of enjoying electricity at all since the establishment of Messrs. M. Swan Electricity Supply.

With the dispute unsettled, the future of the New Saratok Town consisting of 61 units of modern shophouses, would look very dull and it would then look like a 'dark town'. Instead of promoting goodwill and understanding among the various races with the establishment of the New Saratok Town, it would then be most unfortunate to see most of the shophouses have to be closed very early in the evenings.

10

We, therefore, earnestly appeal to you, Honourable Minister to look into our plight and we do sincerely hope that the Sarawak Coalition Government will consider this matter seriously, for this involve the welfare of the people of this district.

Finally, we beg that you will treat this petition of utmost importance and that a final decision reached to end this dispute.

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We beg, to remain,
Sir,
Yours very faithfully,

- 1. Ong Chui Seng (Chief Delegate) Sgd.
Kapitan China.
- 2. Goh Kia Heng Sgd.
.....
- 3. Yeo Thiam Seng (Cr.) Sgd.
.....
- 4. Teng Kim Toh Sgd.
.....
- 5. Heng It Tee Sgd.
.....
- 6. Gan Ah Liang Sgd.
.....
- 7. Tan Siew Boon Sgd.
.....
- c.c. The Hon'ble The Chief Minister, Kuching.
The State Secretary, Secretariat, Kuching.
The Resident, Second Division, Simanggang.
The General Manager, SESCO., Kuching.
The District Officer, Saratok.
The Secretary, Kalaka District Council, Saratok.

30

c/o Chop Teck Leong,
Saratok Bazaar,
Saratok.

2nd March, 1973.

The Hon'ble the Deputy Chief Minister/
Minister for Communications & Works,
Secretariat,
Kuching.

Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works 11th
August 1973
with copies of
Petitions attached
(contd.)

Hon'ble Minister,

10 We, the undersigned, owners of the shophouses
at the Saratok Bazaar, Second Division, beg to
inform you that during the recent meeting which
was attended by the majority of us, held on 28th
February, 1973 at the Min Syn School, Saratok at
7.30 p.m., we have duly elected the following
gentlemen to be our representatives:-

20 Encik Ong Chui Seng (Leader)
" Goh Kim Heng
" Yeo Thiam Seng
" Teng Kim Toh
" Heng It Tee
" Gan Ah Liang
" Tan Siew Boon

The above gentlemen were elected to represent
us in all future dealings and discussions with the
State Government, regarding to the recent
disagreement over the electricity supply at
Saratok and the proposed overhead lines
installations at the New Saratok Town.

30 We beg, to remain,
Yours faithfully,
(see lists attached for signatories)

c.c. The Hon'ble the Chief Minister, Kuching,
The State Secretary, Kuching.
The Resident, Second Division, Simanggang.
The General Manager, SESCO., Kuching.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

40 DATE STAMPED 10 MAR 1973.

D.8

Letter from
General Manager
Sesco to Permanent
Secretary,
Ministry
of
Communi-
cations
and Works
11th August
1973
with
copies of
Petitions
attached
(contd.)

Shop-owners of Saratok
Bazaar,
Saratok.

23rd January, 1973.

M/S. M. Swan Electricity Supply,
Saratok Bazaar,
Saratok, Second Divisions.

Dear Sirs,

We the undersigned, representatives of the
firms, shophouses owners and consumers of your
company electricity supply of the Saratok
Bazaar, Saratok, Second Division, Sarawak, wish
to notify your company that we shall cease to
use or consume your electricity supplies with
effect from 1st March, 1973.

10

We feel that despite of the facts that
instead of enjoying the electricity supplied by
your company, we are somewhat being monopolised by
your company in the electricity supplies to us.
Besides, instead of helping the most unfortunate
ones during the Saratok fire of 1970, when two
blocks of shophouses were totally burnt down to
ground in ashes, your company chose to take the
opportunity of making better money from those
whose properties have been destroyed by fire. In
that, you increased the costs of meter-
installations and charged higher rates of
electricity supplied. There is no other
alternative for us, the unfortunate ones, in view
of the representations made to the State
Government and the consultation with your company,
who chose to ignore our appeal to lower the
higher rates of electricity charged by your company,
but to cease using your supplies.

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For all those years that you have supplied
electricity in Saratok, we were on the losing side,
in that most of very costly radio-sets, radio-grams,
refrigerators and many other electrical appliances
were either damaged or burnt off caused by the
irregular running of the engines and the voltage
could be very high at certain times and then suddenly
very low. Therefore, we are the ones who suffered
most.

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D.8

Please, therefore, take note that with effect from 1st March, 1973, we, the undersigned, shall cease to use your electricity supplies and that all installations shall be disconnected.

We remain, Sirs,

Yours faithfully,

(see lists attached)

Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August 1973
with copies of
Petitions attached
(contd.)

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1/11/73
1/11/73

GM.			
CEng.			
EE (G)			
- 9 FEB 1973			
EE (Tech)			
SSO.			
For File			

14/2/73 *411/2/51*
~~For File~~

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c.c. The Deputy Chief Minister & Minister for
Communications & Works, Sarawak.
The State Secretary, Secretariat, Kuching.
The General Manager, SESCO., Kuching.
The Resident, Second Div., Simanggang.
The District Officer, Saratok.
The Secretary, Kalaka District Council,
Saratok.

D.8.

Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

Messrs. Sieng Hin Liong Kee
& Others

P.O. Box 5,

Saratok

2nd Division, Sarawak

30th December, 1972

DATE STAMPED
23 JAN 1973

The Honourable the Deputy Chief Minister,
Secretariat,
Kuching.

10

Tuan,

re: Electricity Supply at Saratok
by M. Swan Electricity Supply

We, the undersigned, the proprietors of the
firms in Saratok Town, the inhabitants living in
the suburb and kampongs of Saratok have the honour
to petition to you in respect of the above matter.

It is said that Monopoly had been given to M.
Swan Electricity Supply, Saratok (hereinafter call
"the said M. Swan") for the supply of electricity
in Saratok when Sarawak was a colony. We do
hereby sincerely appeal to you that because of
the inferior service rendered and the high prices
charged by the said M. Swan, the Government will
kindly take over the role of the supply of
electricity in Saratok or to exercise its
legislative power to restrict the unreasonable
rising of prices by the said M. Swan, on the
following grounds:-

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- (1) Since the 1st February, 1972, the said M.
Swan have been charging a tariff for the 1st
30 units at 60 cents per unit for domestic,
commercial consumption. (A copy of the
announcement by the said M. Swan to this
effect is enclosed herewith and marked "A"
for your kind perusal). We wish to humbly
point out that such a tariff is unreasonably
high in comparing with the tariff at Sibu
which is at 30 cents, 26 cents and 14 cents
per unit for domestic, commercial and

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10 industrial consumptions respectively. A copy of the illustration of the comparison of the tariff between Sibu and Saratok is enclosed herewith and marked "B". We wish to say that such a high rate of tariff imposed by M. Swan will not only impede the diversification of Sarawak economy from the agricultural to the industrial but also that the bulk of the population in Saratok including those malays in Kampong cannot afford to pay for them.

- (2) We would also humbly say that the high rate of tariff announced by the said M. Swan is entirely contradictory to the policy of the State Government for providing cheaper and subsidizing electricity to the rural area as disclosed by you in the Negri Council recently.

- 0 (3) On or about the 22nd day of September, 1972 we had been verbally notified by the Borneo Development Corporation who were on behalf of the said Swan Company that we also have to pay for the costs of the installation of the service lines (overhead lines) including the electric posts in the new bazaar of Saratok for the sum of \$22,390.00. We do hereby appeal to you that such a shifting of the said M. Swan's own liabilities to us is very unreasonable and is not in conformity with general practice as observed by the SESCO.

- 0 (4) The said M. Swan Company are only concerned of how to maximise their profit through the monopolistic power conferred on them by the Colonial Government without any consideration of the plight suffered by the general public. The following facts are the proofs:-

- 0 a. In 1970, Saratok Town was razed to ground by fire. Not only that the said M. Swan did not take into account of the misery suffered by refugees but conversely they increased their fees for the new electrical installation from \$30.00 to \$45.00 per lamp point.
- b. They maintain the rule that is an application could not install more than 4 lamp points the supply of electricity will be refused.

- 50 (5) The said M. Swan could not provide sufficient electricity for the use in Saratok. Thus, the

D.8.

Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

D.8.

Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

Post and Telegraph Department and Sarawak
Transport Company have to resort to their
own generators for supply of electricity.
Those affected most are the Industrial firms.

- (6) We would say that unless such a monopolitic
power wielded by the said M. Swan is
controlled, we will expect that we shall have
to suffer more from it.
- (7) This is time for our Representative Government
to review the monopoly granted by the Colonial
Government in the interest of the public as
a whole. The only efficient control of
monopolitic power is by mean of the
legislative measures either by taking over the
task of the supply of electricity in Saratok
by SESCO, a statutory body of the Government
or to restrict the prices thereof. We are
of the opinion that the Supremacy of
legislation should not be fettered by the
contract (if any) made between the M. Swan
and the Colonial Government especially when
the said Swan Company are wielding the
monopolitic power so conferred unreasonably
and arbitrarily.

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We do hereby humbly appeal to you that you will
kindly carry out an investigation and look into
the matter and finally grant our above application.

We are looking forward earnestly to receiving
your kind reply.

We have the honour to be,

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Sir,

Your Obedient servants.

COMPARISON OF TARIFF BETWEEN SIBU & SARATOK

	<u>Lighting & Fans</u>	<u>Combined Domestic</u>	<u>Commercial</u>	<u>Industrial</u>
<u>SARATOK:</u>	First 30 units at 60 cts per unit; Second 30 units at 50 cts per unit; Minimum charge: \$6.00 p.m.	First 30 units at 60 cts per unit; Second 30 units at 40 cts per unit	First 30 units at 60 cents per unit; Above 30 units at 40 cts. per unit;	First 30 units at 60 cents per unit; Above 30 units at 40 cts per unit;
<u>SIBU:</u>	30 cents per unit Minimum charge: \$2.00 p.m.	First 30 cents per month 30 cents per unit Next 30 units per month 12 cts per unit	First 60 unit p.m. 26 cents per unit. Next 4,940 units p.m. 14 cents per unit	First 1,500 units per month at 14 cts per unit; Next 3,500 units per month at 9 cts per unit.

D.8.
Letter from
General Manager
Sesco to
Permanent
Secretary,
Ministry of
Communications
and Works
11th August
1973 with
copies of
Petitions
attached
(contd.)

D.9.

Letter from
Permanent
Secretary of
Ministry of
Communications
and Works to
General Manager
of SESCO - 17th
December 1973.

D.9.

Letter from Permanent Secretary of
Ministry of Communications and Works
to General Manager of SESCO - 17th
December 1973

KEMENTERIAN PERHUBONGAN DAN KERJA RAYA,
SARAWAK,
THE MINISTRY OF COMMUNICATIONS
& WORKS, KUCHING, SARAWAK

Telegraphic Address: 17th
"MINWORKS KUCHING" December
Ref: MCW/1081(142) 1973

CONFIDENTIAL

The General Manager,
Sarawak Electricity
Supply Corporation,
Kuching

*13. take up next
Board Meeting on
14.1.74.
Minister's reply.*

G.M.	7	18/12	Sec.	2
C.E.R.			Acct.	
S.E.R. (P)			In Aud.	
18 DEC 1973				
P. (No. 5)			C.O.	
			File	<i>Munir</i>

file

Tuan,

Further to my letter ref. MCW/1081(130) of
6th October, 1973, I wish to advise that the
State Government has further decided that if
the proposal of a joint venture was unworkable,
steps should be taken by the Sarawak Electricity
Supply Corporation to set up a supply in
Saratok in accordance with the provision of
section 15 of the Sarawak Electricity Supply
Corporation Ordinance (No. 25 of 1962) in view
also of the numerous applications that had been
made to SESCO for supply of electricity to the
District.

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Saya yang menurut perintah,
(Sgd.) William Tang
(WILLIAM TANG)
Pem. Setia Usaha Tetap,
Kementerian Perhubungan dan
Kerja Raya

POSTAL SERVICES DEPARTMENT
SARAWAK, MALAYSIA
REGISTERED RECEIPT (OUTWARD)

Reg. No. 8098 Airmail
Seamail

2nd March 1973 40

Received at Saratok Post Office
a Registered article addressed to M. Swan
Electricity Supply, Saratok.

Sgd.
Registration Clerk

D.10

A Chinese letter to the Manager of M.
Swan Electricity Supply - 1st March
1973.

[Separately reproduced]

D.10(A)

Translation of a Chinese letter to the
Manager of M. Swan Electricity Supply
1st March 1973

D.10

A Chinese letter
to the Manager
of M. Swan
Electricity
Supply - 1st
March 1973

D.10(A)

Translation
of a Chinese
letter to
Manager of
M. Swan
Electricity
Supply - 1st
March 1973

10 The Manager,
M. Swan Electricity Supply,
Saratok.

Dear Sir,

20 The electricity consumers of this town, had
on 23rd Jan., jointly signed a letter to inform
you that with effect from 1st March, we shall
cease to get the supply of electricity from you.
But today (1st March), we have not seen your
factory sending people to disconnect electricity
supply from the consumers of this town. This
serves to remind you and to request you to
perform the above mentioned work quickly. This
also serves to inform you that with effect from
the 1st of March, we shall not be paying any
electricity bill.

(See list attached)

Electricity Consumers of Saratok
Bazaar.

1st March, 1973.

30 Translated by:
Sgd. Lai Peng Seng
Court Translator,
9th June, 1978.

D.11(1)

Letter from
Woo Tiew
Theatre to M.
Swan
Electricity
Supply - 10th
May, 1969.

D.11(1)

Letter from Woo Tiew Theatre to
M. Swan Electricity Supply - 10th
May, 1969

WOO TIEW THEATRE,
Saratok.

10th May, 1969

The Proprietor,
M. Swan Electricity Supply,
Saratok.

10

Dear Sir,

Your letter dated 21st April, 1969 is acknowledged with thanks. The commencement of full supply of electricity energy operated in due course is highly appreciated. However we have the following comments on the new Tariff Charges for cinemas and theatres.

We agreed and prepared to accept the new rate for combined lighting and power (40 cents per unit). As for the rates of fixed minimum charge (\$350 per month) regret we cannot agree. For the rates of first 1000 units per month (40 cents per unit) and above 1000 units per month (30 cents per unit), they are not necessary. For your information, our monthly average consumption of electricity has not reached to that amount.

20

In view of above, we hope you will reconsider the matter. Your co-operation is highly appreciated.

30

Yours faithfully,
For Woo Tiew Theatre
Sgd.
Manager.

Copy to:-

District Officer, Saratok.
Ketua Merinyu Letrik, Negri S'wak
P.W.D. Headquarters,
Mosque Road, Kuching.

————— Your PWD/E5/16/
046/(159) dated
19th July 68
refers.

40

D.11(2)

Letter from Manager of Woo Tiew
Theatre to Ketua Merinyu Letrik - 15th
April 1970

15th April, 1970

D.11(2)

Letter from
Manager of
Woo Tiew
Theatre to
Ketua Merinyu
Letrik - 15th
April 1970

Ketua Merinyu Letrik,
Negri Sarawak,
JKR, Headquarters,
Mosque Road,
KUCHING.

Dear Sir,

Recently we received a letter from M. Swan
Electricity Supply, Saratok informed us the
terrific increased of tariff charges on
electricity supply and to all these charges we
are totally not agreed with.

A copy of letter from the company together
with my reply are attached herewith for your
perusal and retention please.

I should be most grateful if you would
kindly advised us the correct procedure and
regulations that empower the rate fixing by a
private company.

Your good advice would no doubt render to
us taken up with the appropriate authority
concerned to deal with the matter if we were to
face the problem in future.

Yours faithfully,

Sgd.
Manager,
Woo Tiew Cinema,
SARATOK.

c.c. The District Officer, Saratok.
c.c. Resident, 2nd Division, Simanggang.
c.c. Officer-in-Charge,
Ministry of Commerce & Industry,
Sarawak Branch, Electra House,
Kuching.
c.c. M. Swan Electricity Supply Co. Saratok.

D.11(2)(A)

Letter from
M. Swan
Electricity
Supply to the
Manager of
Woo Tiew
Theatre - 7th
April 1970

D.11(2)(A)

Letter from M. Swan Electricity Supply
to the Manager of Woo Tiew Theatre -
7th April 1970

Kuching, 7th April, 1970.
M. Swan Electricity Supply,
Saratok,
C/- Swan Electrical Works Sdn.,
Bhd., Kuching.

The Manager,
Woo Tiew Theatre,
Saratok.

10

Dear Sir,

This serves to inform that the full supply
of electricity energy i.e. both day and night in
your area has been commenced on 1st March 1970.

New Tariff Charges will be applied as from
1st of April, 1970, viz:-

Combined Lighting and power -	40 cts. per unit	
Fixed Minimum Charge	₹350.00 per month	20
First 1000 units per month	.40 cts. per unit	
Above 1000 units per month	.30 cts. per unit	

Yours faithfully,
M. Swan Electricity Supply,
Saratok.

Sole Proprietor

D.11(3)

Letter from
Chief Electrical
Inspector to
M. Swan
Electrical
Supply -
20th April,
1970

D.11(3)

Letter from Chief Electrical Inspector
to M. Swan Electrical Supply - 20th April
1970
PWD/E5/16/046(130) 20th April, 1970
M/s. M. Swan Electrical Supply,
Saratok,
c/o M/s. M. Swan Electrical Works,
Abell Road,
Kuching.

30

Dear Sirs,

Electricity Charges - Saratok

My attention is drawn to the fact that you

have issued notices of new tariff charges to consumers concerned as a result of providing 24 hours service.

D.11(3)

Letter from
Chief Electrical
Inspector to
M. Swan
Electrical
Supply - 20th
April 1970
(contd.)

2. Please note that you have no authority to revise tariff charges and that in accordance with the terms of your licence you are in fact obligated to provide a continuous supply for 24 hours when the demand for such supply will afford you reasonable profit upon the additional capital and additional costs thereby incurred.

3. You are therefore strongly advised to withdraw your notices of new tariff charges and to revert back to the acceptable rates as stipulated in the original licence granted to you.

Yours faithfully,
ORIGINAL SIGNED BY
KHOO CHIEW PHOE
Chief Electrical Inspector,
Sarawak.

c.c. Resident, 2nd Division
District Officer, Saratok
Manager,
Woo Tiew Cinema, Saratok - Your letter dated
15/4/70 refers.
KCP/TBH.

D.11(4)

Letter from Manager of Woo Tiew Theatre
to M. Swan Electricity Supply - 12th
April 1970 (sic)

D.11(4)

Letter from
Manager of
Woo Tiew
Theatre to M.
Swan
Electricity
Supply - 12th
April 1970
(sic)

WOO TIEW THEATRE,
Saratok.
12th April 1970.(sic)

The Manager,
M/S M. Swan Electricity Supply,
Saratok.
c/o M/s. M. Swan Electrical Works,
Abell Road,
Kuching.

Dear Sir,

Electricity New Tariff Charges -
Saratok

1. I wish to draw your attention on my last letter dated 15th of April, 70 which giving you my

D.11(4)

Letter from
Manager of
Woo Tiew
Theatre to M.
Swan
Electricity
Supply - 12th
April 1970. (sic)
(cont'd)

acceptation of the new rate that denotes combined lighting and power for 40 cts per unit. Your new tariff charge of \$350.00 per month is not acceptable as our monthly average consumption does not reach such a great amount.

2. In accordance to the Chief Electrical Inspector's letter reference no. PWD/ES/16/046(130) dated 20th April, 70 you have no authority to revise tariff charges. Your company was advised to withdraw notices of new tariff charges and revert back to the acceptable rates as stipulated in the original licence granted by the government.

10

3. It is not understood you have now raised a bill amounting to \$350.00 for period April 70. Please note that total consumption of April is only 197 units. If the charge is calculated basing on the rate of 40 cts per unit, it would be only \$78.80; whereas if it is based on 60 cts per unit the total charge is only \$118.20. You are requested to clarify whether the charge is based on which tariff rates. Extend a copy of your letter for information of the Chief Electrical Inspector, Sarawak.

20

4. If no confirmation received from you and you take action to disconnect the electricity supply because of no payment of \$350/- made by me, then I would suggest you are invited to responsible for the loss and inconvenience caused to me. A very good example of which is that a carpentry shop in Saratok was closed for few days as a result of disconnection of electricity supply. The case was at last brought to the District Officer to deal with.

30

5. I sincerely appeal to you for understanding and co-operation. Your speedy reply which is a favourable one is most appreciated.

Yours faithfully,
WOO TIEW THEATRE, SARATOK

Sgd.
Manager

40

C.C. Resident, 2nd Division, Simanggang.
District Officer, Saratok.
Officer-in-Charge
Ministry of Commerce & Industry,
Sarawak Branch, Electra House, Kuching.
Ketua Merinyan Letrik, Negri Sarawak - Your
P.W.D. Headquarters, Mosque Road letter
Kuching. PWD/ES/16/

046(130)

dated 20th April, 70 refers.

50

D.11(4)(a)

Letter from M. Swan Electricity Supply
to Manager of Woo Tiew Theatre - 21st
April 1969

D.11(4)(a)

Letter from M.
Swan
Electricity
Supply to
Manager of Woo
Tiew Theatre -
21st April 1969.

M. SWAN ELECTRICITY SUPPLY,
SARATOK.

21st April, 1969.

The Manager,
Woo Tiew Theatre,
Saratok.

Dear Sir,

In connection with our letter dated 10.8.68 in
replying to yours dated 11.7.68 and 4.8.68
respectively, we are very pleased to inform you that
the full supply of electricity energy i.e. both day
and night in your area will be operated soonest.
The actual date of operation will be advised you
later.

We append below the new Tariff Charges
appertaining to the full operation of electricity
energy:=-

CINEMAS AND THEATRES

Combined Lighting and Power - 40 cents Per Unit
Fixed Minimum Charge \$350.00 Per Month
First 1000 units per month - 40 cents Per Unit
Above 1000 units per month - 30 cents per Unit

Yours faithfully,
M. Swan Electricity Supply
Sgd.

Sole Proprietor

D.11(4)(b)

Letter from
M. Swan
Electricity
Supply to
Manager of
Woo Tiew
Theatre - 7th
April, 1970.

D.11(4)(b)

Letter from M. Swan Electricity
Supply to Manager of Woo Tiew
Theatre - 7th April, 1970

SWAN ELECTRICAL WORKS SDN., BHD.,
M. Swan Building,
Abell Road,
Kuching, Sarawak.
East Malaysia.

Phone: 22574
Telegraphic Add:
"SWANELECT
KUCHING".

Kuching 7th April 1970
M. Swan Electricity Supply,
Saratok.
C/- Swan Electrical Works
Sdn., Bhd., Kuching.

10

The Manager,
Woo Tiew Theatre,
Saratok.

Dear Sir,

20

This serves to inform that the full supply
of electricity energy i.e. both day and night in
your area has been commenced on 1st March, 1970.

New Tariff Charges will be applied as from
1st of April, 1970 viz:

Combined Lighting and Power - 40 cts. per unit
Fixed Minimum Charge \$350.00 per month
First 1000 units per month .40 cents per unit
Above 1000 units per month .30 cts. per unit

Yours faithfully,
M. Swan Electricity Supply
Saratok
Sgd.
Sole Proprietor

30

D.11(4) (1) & (2)

Two Bills

M. SWAN ELECTRICITY SUPPLY SARATOK

<u>METER READING</u>		Units	<u>ELECTRICITY CHARGES</u>			Total Charges
<u>Previous</u>	<u>Present</u>	Cons.	<u>L & F</u>	<u>Comb.Dom</u>	<u>Bus & Ind. P.</u>	/\$
8562	8770	208	124.80			124.80

PAYMENT SHOULD BE MADE AT M. SWAN ELECTRICITY
SUPPLY SARATOK AS FOLLOWS.

For conditions concerning Payment see over

STAMPED 31 MARCH 1970

PLEASE PRODUCE THIS BILL INTACT AT TIME OF
PAYMENT I WILL BE RETURNED WITH THE RECEIPT
MACHINE-PRINTED.

D.11(4)(1) & (2)
Two Bills

M. SWAN ELECTRICITY SUPPLY SARATOK

<u>METER READING</u>		Units	<u>ELECTRICITY CHARGES</u>			Total Charges
<u>Previous</u>	<u>Present</u>	<u>Cons.</u>	<u>L & F</u>	<u>Comb.Dom</u>	<u>Bus & Ind. P.</u>	¢
8770	8967	197		350.00		350.00

PAYMENT SHOULD BE MADE AT M. SWAN ELECTRICITY
SUPPLY SARATOK AS FOLLOWS.
For conditions concerning Payment see over.

STAMPED 30 APR 1970

PLEASE PRODUCE THIS BILL INTACT AT TIME OF
PAYMENT I WILL BE RETURNED WITH THE RECEIPT
MACHINE-PRINTED.

D.11(5)

Letter from Chief Electrical Inspector to
M. Swan Electricity Supply - 20th May 1970

D.11(5)

Letter from
Chief Electrical
Inspector to
M. Swan
Electricity
Supply - 20th
May 1970

PWD/E5/16/046(188)

20th May, 1970

M/s. M. Swan Electricity Supply,
Saratok,
C/o M/s. M. Swan Electrical Works,
Abell Road,
Kuching.

10

Dear Sirs,

Electricity Charges - Saratok

I refer to the letter of Woo Tiew Theatre,
Saratok, dated 12th April, 1970, addressed to you
and a copy extended to this Office on the above
subject and would like to stress again that you have
no authority to impose new tariff charges.

20

2. You were instructed in my letter PWD/E5/16/046
(130) dated 20/4/70 to abide by the terms of your
licence and you are now strongly advised to revert
all electricity charges in accordance with the
authorised rate.

3. If you wish to revise the tariff charges, you
should submit your proposal to this Office, giving
reasons why revised charges are necessary so that
further consideration may be given.

Yours faithfully,

Chief Electrical Inspector,
Sarawak.

30

c.c. Resident, 2nd Division,
Simanggang.
District Officer,
Saratok.

KCP/TBH.

D.11(6)

Letter from
M. Swan
Electricity
Supply to
Chief Electrical
Inspector - 19th
May 1970

D.11(6)

Letter from M. Swan Electricity
Supply to Chief Electrical
Inspector - 19th May, 1970

M. Swan Electricity Supply, S'tok
c/o Swan Electrical Works Sdn.Bhd.,
Abell Road,
Kuching.

19th May, 1970.

Your ref: PWD/E5/16/046(130)

10

Chief Electrical Inspector,
Public Works Department,
Head Quarters,
Mosque Road,
Kuching.

Dear Sir,

Electricity Charges - Saratok

We thank you for your letter dated the 20th
April, 1970 the contents of which have had our
best attention.

20

We wish to clarify and to state that we have
never issued any notice to the consumers in
Saratok for revising tariff charges in general
as alleged in your letter with the exception of
requesting the Woo Tiew Theatre, Saratok, to pay
us the fixed minimum charges of \$350.00 per month
in view of the fact that this is allowed also in
other areas where 24-hour supply of electricity
is available. A copy of our letter addressed to
the said Woo Tiew Theatre dated 7th April, 1970
is annexed hereto for your reference.

30

We find that it is only fair and reasonable
to fix the minimum rate of charges with a continuous
supply of electricity for day and night and trust
that the position will be clarified by this letter.

Your kind consideration in this matter will
be highly appreciated.

Yours faithfully,
M. Swan Electricity Supply,
Saratok.
Sgd.
Sole Proprietor

40

C o p y

D.11(6)

Kuching, 7th Apr., 1970
M. Swan Electricity Supply,
Saratok
C/- Swan Electrical Works,
Sdn.Bhd., Kuching.

Letter from
M. Swan
Electricity
Supply to
Chief Electrical
Inspector - 19th
May 1970.
(cont'd)

The Manager,
Woo Tiew Theatre,
Saratok.

Dear Sir,

This serves to inform you that the full
supply of electricity energy i.e. both day and
night in your area has been commenced on 1st
March, 1970.

New Tariff Charges will be applied as from
1st of April, 1970 viz:

Combined Lighting and Power - 40 cts. per unit
Fixed Minimum Charge /S350.00 per month
First 1000 units per month 40 cts. per unit
Above 1000 units per month 30 cts. per unit

Yours faithfully,
M. Swan Electricity Supply
Saratok
Sgd. Wong Ah Suan
Sole Proprietor.

D.11(7)

Letter from Manager of Woo Tiew Theatre
to Ketua Merinyu Letrik - 5th June 1970

WOO TIEW THEATRE
SARATOK.

5th June, 1970

Ketua Merinyu Letrik,
Negeri Sarawak,
P.W.D. Headquarters,
Kuching.

Dear Sir,

Electricity New Tariff Charges,
Saratok

1. I am again seeking advice from you on above

D.11(7)

Letter from
Manager of
Woo Tiew
Theatre to
Ketua Merinyu
Letrik - 5th
June 1970

D.11(7)

Letter from
Manager of
Woo Tiew
Theatre to
Ketua Merinyu
Letrik - 5th
June 1970
(cont'd)

matter which has not been settled for a long period. With reference to our first letter dated 15th Apr 1970, M. Swan Electricity Supply was informed that the new revised tariff rate of \$350/- per month is not acceptable. In accordance to your letter PWD/E5/16/046(130) dated 20th Apr. 70 which was copied to us, the said Company was directed to withdraw notices of new tariff charges and revert back to the acceptable rates as stipulated in the original licence granted by the Government. But so far the said Company shown no response to take the necessary action as requested.

10

2. Another letter dated 12th May 1970 (written wrongly 12th Apr 70) was again appealed to M. Swan Electricity Supply for understanding and co-operation. The said Company was informed that the new rate of \$350/- per month is not acceptable as our total consumption of April is only 197 units. This letter was copied to you, Resident 2nd Division, District Officer, Saratok and Ministry of Commerce & Industry.

20

3. Please note that the rate per unit revised by M. Swan Electricity Supply would be the highest one in the whole of Malaysia if it is calculated as follows:-

$$\$350 \div 197 \text{ units} = \$1.77 \text{ per unit}$$

As you can see that the said Company takes no further action, I have in fact paid a visit to your office reporting the matter to you personally.

30

4. On 1st Jun, The said Company again raised a bill amounting to \$350/- for period May 70. Our total consumption for May 70 is only 240 units thus this is still not acceptable.

$$\$ 350 \div 240 \text{ units} = \$1.46 \text{ per unit}$$

This rate is still also recognised as the highest one in Malaysia. At present the said Company is providing 24 hours service, there should be a decrease on the rate in fact. No reason of increasing the charges as such supply affords reasonable profits.

40

5. As at today's date, the said Company takes no response even received directive from you. The tariff charges still not in accordance with the terms of licence approved by the Government. In view of above the matter is referred to you as we are unable to settle. Enclosed herewith

please find the bills incurred in Apr and May 70
for your perusal and necessary action please.

6. Your co-operation in this matter would be
most helpful to us.

Thanking you in advance.

Yours faithfully,
WOO TIEW THEATRE, SARATOK
Sgd.
Manager.

10 c.c. Resident, 2nd Div., Simanggang
District Officer, Saratok
Officer-in-Charge
Ministry of Commerce & Industry
Sarawak Branch, Electra House
Kuching.
M. Swan Electricity Supply, Saratok
c/o M Swan Electrical Works
Abell Road,
Kuching.

D.11(8)

20 Letter from Chief Electrical Inspector
to M. Swan Electricity Supply - 30th
June 1970

D.11(8)

Letter from
Chief Electrical
Inspector to
M. Swan
Electricity
Supply - 30th
June 1970

PWD/E5/16/046(199)

30th June 1970.

Messrs. M. Swan Electricity Supply,
Saratok,
c/o Messrs. M. Swan Electrical Works,
Abell Road,
KUCHING.

Dear Sirs,

Electricity Charges - Saratok

30 I refer to the letter from the Manager of
Woo Tiew Theatre, Saratok dated 5th June, 1970 on
the subject of electricity charges for the months
of April and May 1970, of which you have a copy.

2. May I once again draw your attention that
until an approval is received from this Office you
have no authority to revise tariff charges by
imposing a minimum charge of \$350/- or any other
rates convenient to you.

40 3. You are, therefore, instructed to forward a
revised bill based on the rate as stipulated in

D.11(8)

Letter from
Chief
Electrical
Inspector to
M. Swan
Electricity
Supply -
30th June
1970
(contd.)

the terms of your licence, to the Manager of the
Theatre to settle the outstanding account.

Yours faithfully,

ORIGINAL SIGNED
BY
KHOO CHIEW PHOE
Chief Electrical Inspector,
SARAWAK.

c.c. Resident, 2nd Division,
SIMANGGANG.

10

District Officer,
Saratok - May I please have an early
reply to my memorandum PWD/E5/
16/046(193) dated 5th June,
1970.

Manager,
Woo Tiew Theatre,
Saratok.

KCP:ct

D.11(9)

Letter from
Manager of
Woo Tiew
Theatre to
Ketua
Merinyu Letrik
29th July 1970

D.11(9)

20

Letter from Manager of Woo Tiew Theatre
to Ketua Merinyu Letrik - 29th July 1970

WOO TIEW THEATRE,
Saratok.

29th July, 1970

Ketua Merinyu Letrik,
Negeri Sarawak,
P.W.D. Headquarters,
Kuching.

Dear Sir,

30

Electricity New Tariff Charges,
Saratok

Your letter reference PWD/E5/16/046(199)
dated 30th June, 70 which was copied to us, is
acknowledged with thanks. Your speedy action
taken on my letter dated 5th June, 70 is highly
appreciated. However, it is very much regretted
to note that M. Swan Electricity Supply has
ignored the directive given by you.

2. It is not understood another bill amounting
to \$350.00 for period June 70 was again raised on
20th July 70. The said company was in fact,
instructed by you to forward us a revised bill

40

based on the rate as stipulated in the terms
of licence approved by the Government.

D.11(9)

Letter from
Manager of
Woo Tiew
Theatre to
Ketua
Merinyu Letrik
29th July 1970
(cont'd)

3. Please note that due to the recent fire
incident in Saratok our theatre has been closed
for nearly a week, and thus the total
consumption for month of June is only 122 units.
The rate per unit revised by M. Swan
Electricity Supply is too extremely high if it
is calculated based on the minimum tariff
charge of \$350/- per month.

$\$350 \div 122 \text{ units} = \2.86 per unit

4. It is very doubtful if the said company
understands the contents of your letter or simply
impose any rates convenient to them without
knowing the terms and regulations stated in the
licence issued by the Government. As you can see
that the matter has been long outstanding in spite
of many correspondence and the said company is
still not complying with your instruction,
above matter is again referred to you. I enclosed
herewith a photostat copy of bill incurred in
June 70 for your perusal. Your early action in
settling above matter is most appreciated.

Thanking you in advance.

Yours faithfully,
WOO TIEW THEATRE, SARATOK
Sgd.
Manager.

c.c. Resident, 2nd Div.,
Simanggang

District Officer,
Saratok.

Officer-in-Charge,
Ministry of Commerce & Industry,
Sarawak Branch, Electra House,
Kuching.

M. Swan Electricity Supply, Saratok,
c/o M. Swan Electrical Works,
Abell Road,
Kuching.

D.11(9)(A)

A Bill

M. SWAN ELECTRICITY SUPPLY SARATOK

<u>METER READING</u>		Units	<u>ELECTRICITY CHARGES</u>			Total Charges
<u>Previous</u>	<u>Present</u>	<u>Cons.</u>	<u>L. & F.</u>	<u>Comb.Dom.</u>	<u>Bus & Ind. P.</u>	\$
9282	9404	122	350.00			350.00

PAYMENT SHOULD BE MADE AT M. SWAN ELECTRICITY
SUPPLY SARATOK AS FOLLOWS.

For conditions concerning Payment see over

DATE STAMPED
30 JUNE 1970

PLEASE PRODUCE THIS BILL INTACT AT TIME OF
PAYMENT I WILL BE RETURNED WITH THE RECEIPT
MACHINE-PRINTED.

$$(122 \times .6) = \$73.20/-$$

Documents Submitted by Counsel for the
Government of Sarawak during Submission
in the High Court

Documents
Submitted by
Counsel for
the Government
of Sarawak
during
Submission in
the High Court

Sarawak Government "Gazette" Notification

THE SARAWAK GOVERNMENT GAZETTE EXTRAORDINARY

PART V

Published by Authority

Sarawak
Government
"Gazette"
Notification.

Vol.XXV

31st July 1970

No. 41

No. 1751

10 THE CONSTITUTION OF THE STATE OF SARAWAK

ASSIGNMENT OF RESPONSIBILITIES OF THE CHIEF MINISTER
DURING HIS ABSENCE FROM SARAWAK.

It is hereby notified for general information
that in pursuance of the provisions of Article 9
of the Constitution of the State of Sarawak, the
Governor in accordance with the advice of the
Chief Minister, has, during any period of absence
of the Chief Minister from Sarawak, assigned the
responsibility for the business of the Government
of Sarawak and the administration of the departments
of Government which are normally the responsibility
of the Chief Minister to:-

20

- (a) The Honourable Mr. Stephen Yong Kuet Tze, Deputy
Chief Minister and Minister for Communications
and Works; or
- (b) The Honourable Mr. Simon Dembab anak Maja,
Deputy Chief Minister and Minister for Lands and
Mineral Resources, if the Minister referred to
in paragraph (a) is absent; or
- (c) The Honourable Abang Ikhwan Zaini, K.M.N.,
Minister for Welfare, if the Ministers referred
to in paragraphs (a) and (b) are absent; or
- (d) The Honourable Penghulu Abok anak Jalin, S.K.N.,
Minister of State, if the Ministers referred
to in paragraphs (a), (b), and (c) are absent;
or
- (e) The Honourable Mr. Sim Kheng Hong, Minister for
Local Government, if all the Ministers referred
to above are absent.

30

Documents
Submitted by
Counsel for
the Government
of Sarawak
during
Submission in
the High Court
Sarawak
Government
"Gazette"
Notification.
(cont'd)

Gazette Notification No. 2649 of 29th December,
1967, is hereby revoked.

Dated this 28th day of July, 1970.

By Command,

DATO HAJI ABDUL RAHMAN YA'KUB.
Chief Minister, Sarawak.

CMD/C/66 Vol.II

No. 1752

THE CONSTITUTION OF THE STATE OF SARAWAK

ASSIGNMENT OF PORTFOLIOS

10

It is hereby notified for general information
that, pursuant to the provisions of clause (1) of
Article 9 of the Constitution, the Governor, in
accordance with the advice of the Chief Minister,
has, with effect from the 28th day of July, 1970,
assigned to the Honourable Mr. Stephen Yong Kuet
Tze, a Member of the Supreme Council who shall be
styled -

- (a) Minister (deputy to the Chief Minister)
responsibility for such business of
Government including the administration of
any department of Government for which no
other Minister has been assigned
responsibility, as the Chief Minister may
allocate; and 20
- (b) Minister for Communications and Works,
responsibility for the business of the
Government of Sarawak described in the
Schedule hereto, including the administration
of those departments of Government responsible 30
therefor.

SCHEDULE

BUSINESS OF GOVERNMENT

Communication:

Land Transport Department (General)

Ports and Marine

- (i) Brooke Dockyard
(ii) Buoys and Lights (State)
(iii) Port Authorities
(iv) Waterways (State)

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Roads and Bridges (State)

Fuel and Power:

Electricity Supplies and Gas (State)
Sarawak Electricity Supply Corporation

Office Equipment (State):

Public Works:

Public Works Department (General)

Federal Works

Research and Investigation

Water Boards

Water Supplies

State interests in Malaysian Airways.

Documents
Submitted by
Counsel for
the Government
of Sarawak
during
Submission in
the High Court

Sarawak
Government
"Gazette"
Notification.
(cont'd)

CMD/C/66 Vol.II

No. 30 of 1980

IN THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

O N A P P E A L

FROM THE FEDERAL COURT OF MALAYSIA

B E T W E E N :

WONG AH SUAN

Appellant

- and -

SARAWAK ELECTRICITY SUPPLY
CORPORATION

First
Respondent

- and -

THE GOVERNMENT OF THE STATE
OF SARAWAK

Second
Respondent

RECORD OF PROCEEDINGS

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Respondent