



CHAPTER cxvi.

An Act to enable the Postmaster-General to construct for the purposes of the Post Office certain underground railways and other works in London and for purposes in connexion with such railways and works. A.D. 1913.

[15th August 1913.]

WHEREAS it is expedient that the Postmaster-General should be authorised to construct and maintain the railways subway and works and to acquire the lands and rights hereinafter described and to exercise the other powers in this Act specified :

And whereas plans and sections showing the lines and levels of the railways subway and works authorised by this Act and also a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands which may be taken for the purposes or under the powers of this Act have been deposited with the Clerk of the Peace for the County of London and are hereinafter respectively referred to as the deposited plans sections and book of reference :

And whereas the objects aforesaid cannot be effected without the authority of Parliament :

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. Subject to the provisions of this Act the Postmaster-General may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and subway hereinafter described together with all necessary or convenient stations platforms sidings approaches stairways passages covered ways subways tunnels lifts shafts conveyors escalators entrances stagings inclines roads buildings

Power of
Postmaster-
General to
make rail-
ways.

A.D. 1913. apparatus machinery depôts appliances works and conveniences
— and may subject as aforesaid enter upon take and use such of
the lands delineated on the deposited plans and described in
the deposited book of reference as may be required for those
purposes.

Description
of railways
&c.

2. The railways and subway above referred to will be situate
in the county of London and are—

A railway (Railway No. 1) 2 miles 3 furlongs 7·87 chains
or thereabouts in length commencing at a point ninety-
five yards or thereabouts measured in a northerly direction
from the junction of South Wharf Road with London
Street and nineteen yards or thereabouts measured in
an easterly direction from the south-west corner of the
South Wharf of the Paddington Basin of the Grand
Junction Canal and terminating at a point under the
Western Central District Post Office thirty-three yards
or thereabouts measured in an easterly direction from
the junction of Museum Street with Hyde Street and
seventy-one yards or thereabouts measured in a northerly
direction from the junction of Museum Street with
Broad Street;

A railway (Railway No. 2) 8 chains or thereabouts in length
commencing by a junction with Railway No. 1 at a point
thirty-four yards or thereabouts measured in a northerly
direction from the junction of Francis Street with London
Street and fifty-three yards or thereabouts measured in a
south-easterly direction from the junction of South Wharf
Road with London Street and terminating at its point of
commencement hereinbefore described by a junction with
Railway No. 1;

A railway (Railway No. 3) 3·28 chains or thereabouts in
length commencing by a junction with Railway No. 1 at
a point thirty-six yards or thereabouts measured in a
northerly direction from the junction of London Street
with Arthur Mews and fifty-six yards or thereabouts
measured in a south-easterly direction from the junction
of Francis Street with London Street and terminating at
a point eleven yards or thereabouts measured in a
south-easterly direction from the junction of Praed Street
with London Street and twenty-one yards or thereabouts
measured in a north-westerly direction from the junction
of Norfolk Mews with London Street;

A railway (Railway No. 4) 7·2 chains or thereabouts in
length commencing by a junction with Railway No. 1

at a point seventeen yards or thereabouts measured in a south-easterly direction from the junction of Hyde Street with Museum Street and eighty-three yards or thereabouts measured in a south-westerly direction from the junction of New Oxford Street with Hyde Street and terminating at its point of commencement hereinbefore described by a junction with Railway No. 1; A.D. 1913.

A railway (Railway No. 5) 6 furlongs 9·8 chains or thereabouts in length commencing by a junction with Railway No. 1 at its point of termination hereinbefore described and terminating at a point under the Mount Pleasant Post Office one hundred and sixty-six yards or thereabouts measured in a south-easterly direction from the junction of Phoenix Place with Calthorpe Street and one hundred and eighty-nine yards or thereabouts measured in a southerly direction from the junction of Calthorpe Street with Farringdon Road;

A railway (Railway No. 6) 8·3 chains or thereabouts in length commencing by a junction with Railway No. 5 at a point thirty-one yards or thereabouts measured in a south-westerly direction from the junction of Hyde Street with New Oxford Street and forty-eight yards or thereabouts measured in a north-westerly direction from the junction of High Holborn with Dunn's Passage and terminating at its point of commencement hereinbefore described by a junction with Railway No. 5;

A railway (Railway No. 7) 6 furlongs 8·25 chains or thereabouts in length commencing by a junction with Railway No. 5 at its point of termination hereinbefore described and terminating at a point under the King Edward's Building Post Office ninety yards or thereabouts measured in a north-westerly direction from the junction of King Edward Street with Angel Street and one hundred and eight yards or thereabouts measured in a south-westerly direction from the junction of King Edward Street with Little Britain;

A railway (Railway No. 8) 8·3 chains or thereabouts in length commencing by a junction with Railway No. 7 at a point one hundred and twenty-three yards or thereabouts measured in a north-easterly direction from the junction of Phoenix Place with Mount Pleasant and one hundred and one yards or thereabouts measured in a

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south-westerly direction from the junction of Farringdon Road with Rosebery Avenue and terminating at its point of commencement hereinbefore described by a junction with Railway No. 7 ;

A railway (Railway No. 9) 3·65 chains or thereabouts in length commencing by a junction with Railway No. 7 at a point one hundred and eighteen yards measured in a north-easterly direction from the junction of Phoenix Place with Mount Pleasant and one hundred yards or thereabouts measured in a south-westerly direction from the junction of Farringdon Road with Rosebery Avenue and terminating at a point one hundred and seven yards or thereabouts measured in a north-easterly direction from the junction of Phoenix Place with Mount Pleasant and seventy yards or thereabouts measured in a south-westerly direction from the junction of Mount Pleasant with Rosebery Avenue ;

A railway (Railway No. 10) 1 furlong 5·4 chains or thereabouts in length commencing at a point one hundred and eleven yards or thereabouts measured in a north-westerly direction from the junction of Phoenix Place with Mount Pleasant and two hundred and eight yards or thereabouts measured in a south-westerly direction from the junction of Farringdon Road with Rosebery Avenue and terminating by a junction with Railway No. 5 at a point under the Mount Pleasant Post Office one hundred and twenty yards or thereabouts measured in a south-easterly direction from the junction of Phoenix Place with Calthorpe Street and one hundred and forty-two yards or thereabouts measured in a southerly direction from the junction of Farringdon Road with Calthorpe Street ;

A railway (Railway No. 11) 7 furlongs 3 chains or thereabouts in length commencing by a junction with Railway No. 7 at its point of termination hereinbefore described and terminating at the point of junction of Bishopsgate with Middlesex Street ;

A railway (Railway No. 12) 7·2 chains or thereabouts in length commencing by a junction with Railway No. 11 at a point fifty-six yards or thereabouts measured in a north-westerly direction from the junction of King Edward Street with Angel Street and eighty-five yards or thereabouts measured in a south-westerly direction from the said junction of King Edward Street with Little Britain

and terminating at its point of commencement herein-
before described by a junction with Railway No. 11; A.D. 1913.

A railway (Railway No. 13) 2·2 chains or thereabouts in length commencing by a junction with Railway No. 11 at a point forty-seven yards or thereabouts measured in a north-westerly direction from the junction of King Edward Street with Angel Street and a point eighty-one yards or thereabouts measured in a south-westerly direction from the junction of King Edward Street with Little Britain and terminating at a point twenty-one yards or thereabouts measured in a north-easterly direction from the said junction of King Edward Street with Angel Street and seventy-nine yards or thereabouts measured in a southerly direction from the said junction of King Edward Street with Little Britain;

A railway (Railway No. 14) 1 mile 0 furlongs 2·43 chains or thereabouts in length commencing by a junction with Railway No. 11 at its point of termination hereinbefore described and terminating at a point sixty-five yards or thereabouts measured in a south-easterly direction from the junction of Raven Row with Milward Street and seventy-three yards measured in a southerly direction from the junction of Raven Row with Bedford Street;

A railway (Railway No. 15) 4 chains or thereabouts in length commencing by a junction with Railway No. 14 at a point under the Eastern District Post Office sixty-eight yards or thereabouts measured in a northerly direction from the junction of Raven Row with Milward Street and sixty-seven yards or thereabouts measured in a north-westerly direction from the junction of Raven Row with Bedford Street and terminating at a point nineteen yards or thereabouts measured in a northerly direction from the junction of East Mount Street with Whitechapel Road and ninety-five yards or thereabouts measured in a westerly direction from the junction of Whitechapel Road with Bedford Street;

A railway (Railway No. 16) 7·1 chains or thereabouts in length commencing by a junction with Railway No. 14 at a point under the Eastern District Post Office thirty yards or thereabouts measured in a north-easterly direction from the junction of Raven Row with Milward Street and thirty-seven yards or thereabouts measured in a north-westerly direction from the junction of Raven Row

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with Bedford Street and terminating at its point of commencement hereinbefore described by a junction with Railway No. 14;

A subway 5·6 chains or thereabouts in length commencing at a point under the Paddington District Post Office thirty-eight yards or thereabouts measured in a north-easterly direction from the junction of London Street with Francis Street and sixty-five yards or thereabouts measured in a northerly direction from the junction of London Street with Arthur Mews and terminating at a point in the Great Western Railway Company's Paddington Station ninety-two yards or thereabouts measured in a south-westerly direction from the junction of London Street with Francis Street and ninety-six yards or thereabouts measured in a south-westerly direction from the junction of London Street with Arthur Mews.

General provisions as to mode of construction.

3. The following provisions shall apply to the construction of the railway where shown on the deposited plans and sections as to be constructed in tunnel:—

- (1) The railway shall be constructed in single tunnels except at and near to the stations where the railways may be constructed in two tunnels for separate up and down traffic:
- (2) The railway shall be approached by means of stairs inclines subways electric or other lifts or escalators:
- (3) The tunnels shall so far as reasonably practicable be constructed by means of steel or other sufficient metal shields driven forward by hydraulic pressure as the work proceeds such shields being of sufficient length to protect the whole of the soil for a reasonable distance both in front of and behind the working faces and shall be lined throughout with cast iron or other sufficient metal plates properly jointed throughout and the horizontal joints of the segments forming such lining shall be machine-faced but the headwalls may be constructed wholly or partly of brick concrete or other equally substantial and durable material:
- (4) Every shaft shall be constructed either by underpinning or by sinking and may be either of brick

concrete iron or other equally substantial and durable material for a distance of twenty feet from the top of the shaft and below such distance shall be constructed of iron: A.D. 1913.

- (5) The tunnels at and in the vicinity of the stations shall not have an internal diameter exceeding thirty feet and the tunnels elsewhere shall not (except at cross-overs or tunnel junctions or where necessary for adjustment at curves) have an internal diameter exceeding nine feet six inches and the internal diameter of the shafts shall not exceed thirty feet:
- (6) Any space between the lining of the tunnels and the surrounding soil shall be properly filled up with lime or cement grouting placed therein under pressure as soon as practicable after each section of the lining is bolted up behind the shield:
- (7) If water is found to be present in the tunnels in such quantity as to necessitate the employment of compressed air the Postmaster-General shall immediately stop all excavating work at the point where the same is so found and the further driving of the tunnels at the working faces at that point until air-compressing machinery has been provided which will produce such a pressure of air as will prevent the inflow of any sand water gravel or soil and such machinery shall be maintained in full working order and the work at any such working face shall be carried on under compressed air as long as may be necessary:
- (8) Except in the case of unforeseen accident or for the purpose of removing rain water or other trifling amounts of water no use shall be made of pumping or of other like modes of removing water from the tunnels.

4. In constructing the railway the Postmaster-General may deviate— Power of deviation.

- (a) laterally from the line thereof shown on the deposited plans to any extent within the limits of deviation shown thereon; and
- (b) vertically from the levels thereof marked on the deposited sections upwards to the extent of seven feet six inches and downwards to such an extent as may be found necessary or desirable.

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Act, 1913.

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Use of rail-
way.
8 Vict. c. 20.

5.—(1) The railway may be used for the conveyance of mails and generally for the purpose of the Post Office.

(2) The provisions of any general Act relating to railways except such of the provisions of the Railways Clauses Consolidation Act 1845 as are incorporated with this Act shall not apply to the railway.

Supply of
electrical
energy.

6.—(1) The railway may be worked by electrical power.

(2) The Postmaster-General may lay down along the railway and maintain and use cables mains lines and apparatus for transmitting electrical energy for the purpose of working and lighting the railway and for use in any part of any post office building in communication with the railway by means of a shaft or in the buildings of the post office in or near St. Martin's-le-Grand and Queen Victoria Street in the city of London and Mount Pleasant Clerkenwell or in any extension of any such building within a distance of fifty yards and for the purpose of general telegraphic (including telephonic) communication.

(3) The Postmaster-General may transmit transform and use for the purposes of this Act electrical energy generated or transformed at any post office generating station or sub-station and for the transmission of such electrical energy may lay down and maintain all necessary and convenient cables mains lines and apparatus but nothing in this Act shall authorise the Postmaster-General to use such electrical energy for lighting or heating any part of any post office building other than the buildings and extensions of buildings mentioned in the preceding subsection.

(4) The Postmaster-General may enter upon and open and break up streets and other public places for the purpose of laying down and maintaining cables mains lines and apparatus—

(a) from any post office generating station or sub-station to the railway; and

(b) for any distance not exceeding fifty yards for the purpose of connecting any portion or extension of any such building as is referred to in subsection (2) of this section with any other portion or extension thereof or with any other such building as aforesaid;

subject however to the following provisions and restrictions (that is to say):—

(a) He shall with all convenient speed complete the work on account of which he opened or broke up the same and fill in the ground and make good the surface

and generally restore the street or place to as good a condition as that in which it was before being opened or broken up and carry away all rubbish occasioned thereby; A D. 1913.

(b) He shall in the meantime cause the place where the street or public place is opened or broken up to be fenced and watched and to be properly lighted at night;

(c) He shall pay all reasonable expenses of keeping the street or public place in good repair for twelve months after the same is restored so far as such expenses may be increased by such opening or breaking up.

(5) The Postmaster-General and any company authority or person having power under any Act of Parliament or Order confirmed by Parliament to supply electrical energy may make and carry into effect agreements and arrangements for the supply of electrical energy to the Postmaster-General for the purposes of this Act and for executing any works or providing any apparatus necessary for the purposes of such supply but nothing in this subsection shall authorise any such company authority or person to break up the surface of any public street or place.

(6) The Postmaster-General shall invite tenders for the supply of electrical energy for the railway from the companies and local authorities who are empowered to give such supply and if he is satisfied that an appreciable saving would result to the Post Office by taking a supply from any such company or local authority the Postmaster-General shall do so.

7. The following provisions shall apply to the use of electrical power for the purpose of working the railway unless such power is entirely contained in and carried along with the carriages:— Provisions as to use of electrical power.

(1) The Postmaster-General shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The Postmaster-General shall take all reasonable precautions in constructing placing and maintaining his electric lines and circuits and other works of all descriptions and also in working the railway so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus of any company

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or authority supplying electrical power under statutory powers and from time to time used for the purpose of transmitting electrical power or the currents in such wire line or apparatus:

- (3) At the expiration of two years from the opening of the railway the provisions of this section shall not operate to give any right to claim in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents:
- (4) If any difference arises between the Postmaster-General and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by an arbitrator to be appointed by the Board of Trade and the costs of such determination shall be in the discretion of the arbitrator.

Incorporation
of Acts.

8. The Lands Clauses Acts and the provisions of the Railways Clauses Consolidation Act 1845 specified in the First Schedule to this Act shall unless inconsistent with the provisions of this Act be incorporated with this Act with the following exceptions and modifications:—

8 Vict. c. 18.

- (a) The provisions of the Lands Clauses Acts relating to the sale of superfluous land and access to the special Act and section one hundred and thirty-three of the Lands Clauses Consolidation Act 1845 (relating to land tax and poor rate) shall not be incorporated with this Act:
- (b) In the construction of the Acts incorporated with this Act the Postmaster-General shall be deemed to be the promoters of the undertaking or the company as the case may be and this Act shall be deemed to be the special Act:
- (c) The bond required by section eighty-five of the Lands Clauses Consolidation Act 1845 shall be under the corporate seal of the Postmaster-General and shall be sufficient without the addition of the sureties mentioned in that section:

(d) All claims for compensation made upon the Postmaster-General under this Act or any Act incorporated with this Act shall if the person claiming has no greater interest in the land in respect of which compensation is claimed than as tenant from year to year or as a leaseholder for any term of which not more than eighteen months remain unexpired at the time at which the claim is made be determined in manner provided by section one hundred and twenty-one of the Lands Clauses Consolidation Act 1845: A.D. 1913.

(e) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Postmaster-General award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Postmaster-General by the claimant giving sufficient particulars and in sufficient time to enable the Postmaster-General to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Postmaster-General has been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant. Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Postmaster-General to amend the statement in writing of the claim delivered by him to the Postmaster-General in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Postmaster-General if he objects to the amendment and such amendment shall be subject to such terms enabling the Postmaster-General to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case. Provided also that this provision shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this provision:

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(f) Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Postmaster-General any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restrictions on taking surface of certain properties and power to require owners to grant easements only.

9. Except in the case of the properties referred to in the Second Schedule to this Act the Postmaster-General notwithstanding anything in this Act shall not purchase or take any part of the surface or structure of or any vaults arches works or structural conveniences connected with any of the properties shown on the deposited plans otherwise than by agreement but as respects any of the properties shown on the deposited plans and described in the deposited book of reference the Postmaster-General without being required to purchase or take the same or any part of the surface thereof may purchase and take and the owners of and other persons interested in the property shall sell an easement or right of using for the purposes of this Act the subsoil and under-surface thereof and the provisions of the Lands Clauses Acts with respect to lands shall subject to the provisions of this Act extend and apply to such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section ninety-two of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase-money or compensation under this section shall be settled by arbitration in manner prescribed by the Lands Clauses Acts:

Provided that except in the case of the properties referred to in the said Second Schedule the power given by this section of requiring persons to sell easements or rights of user only shall not apply in the case of any part of the properties so shown and described as aforesaid where it is proposed to construct a tunnel or subway the crown of which will be less than twenty feet below the ground surface.

10. Notwithstanding anything in section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the properties referred to in the Third Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation is submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Postmaster-General the portions only of the properties so required without the Postmaster-General being obliged or compellable to purchase the whole or any greater portion thereof the Postmaster-General paying for the portions required by him and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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Power to require owners to sell parts only of certain properties.

11. In settling any question of disputed purchase-money or compensation payable under this Act by the Postmaster-General the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the eighteenth of February nineteen hundred and thirteen if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Compensation in case of recently altered buildings.

12. Subject to the provisions of this Act the Postmaster-General may enter upon take use and appropriate without payment of compensation therefor the subsoil and under-surface of any public street road footway or place shown on the deposited plans and described in the deposited book of reference or so much thereof as shall be necessary for the purposes of the railway.

Power to take subsoil of public streets &c.

13.—(1) The Treasury may issue out of the Consolidated Fund or the growing produce thereof such sums not exceeding in the whole the sum of one million one hundred thousand pounds as may be required by the Postmaster-General for defraying the costs of and incidental to the construction of the railway.

Issue of money out of Consolidated Fund.

(2) Before any money is issued under this section the Postmaster-General shall submit to the Treasury an estimate

A.D. 1913. — with such details as may be required by them of the expenditure and period for and within which it is proposed to expend that money.

Borrowing
and accounts
and audit.

14.—(1) The Treasury may if they think fit at any time for the purpose of providing money for the issue of sums out of the Consolidated Fund under this Act or repaying to that fund all or any part of the sums so issued borrow money by means of terminable annuities for a term not exceeding thirty years and all sums so borrowed shall be paid into the Exchequer.

(2) The said annuities shall be paid out of the moneys annually provided by Parliament for the service of the Post Office and if those moneys are insufficient shall be charged on and paid out of the Consolidated Fund or the growing produce thereof.

(3) The Postmaster-General shall in every financial year cause to be made out and laid before the House of Commons an account in the form required by the Treasury of the money expended and borrowed and the securities created under this Act and the accounts of expenditure under this Act shall be audited and reported upon by the Comptroller and Auditor-General as appropriation accounts in manner directed by the Exchequer and Audit Departments Act 1866.

29 & 30 Vict.
c. 39.
4 Edw. 7.
c. 21.

(4) The Capital Expenditure (Money) Act 1904 (which enables the Treasury in certain cases to borrow money by the issue of Exchequer bonds) shall have effect as though this Act had been in force at the time of the passing of that Act.

Breaking up
surface of
streets.

15.—(1) The Postmaster-General may for the purpose of constructing the railway enter upon open break up and interfere with the surface of the following streets and places (that is to say):—

(a) In the City of London:—
Finsbury-circus.

(b) In the metropolitan borough of Holborn:—
the triangular footway or space lying at the northern end of and abutting on Shaftesbury Avenue near to the junction thereof with New Oxford Street.

(c) In the metropolitan borough of Stepney:—
Whitechapel Road and Raven Row so far as the same respectively lie between Bedford Street and East Mount Street.

(2) Save as aforesaid nothing in this Act shall authorise the Postmaster-General except for the purpose of making trial borings and except as otherwise expressly permitted by this Act to enter upon or take or use the surface of any public street or road. A.D. 1913.

16. It shall be lawful for the Postmaster-General and for his surveyors officers and workmen at all reasonable times in the daytime, to enter into and upon any of the lands shown on the deposited plans and described in the deposited book of reference for the purpose of surveying or valuing such lands on giving for the first time twenty-four hours and afterwards from time to time twelve hours previous notice in writing to the owners or occupiers thereof. Power to enter and survey lands.

17. If in the execution and maintenance of the railway it becomes necessary to underpin or otherwise strengthen any houses or buildings within a hundred feet of the railway the Postmaster-General may and if required by the owner or lessee of any such house or building shall underpin or otherwise strengthen the same: Power to underpin buildings.

Provided that—

(a) at least ten days' notice shall unless in case of emergency be given to the owner lessee or occupier or by the owner or lessee of the house or building so intended or so required to be underpinned or otherwise strengthened and any such notice if given by the Postmaster-General shall be served in manner prescribed by section nineteen of the Lands Clauses Consolidation Act 1845;

(b) if the owner lessee or occupier of any such house or building or the Postmaster-General as the case may be within seven days after the giving of such notice gives a counter notice in writing that he disputes the necessity of such underpinning or strengthening the question of the necessity shall be settled by arbitration;

(c) the arbitrator shall forthwith upon the application of either party proceed to inspect the house or building and determine the matter referred to him and in the event of his deciding that such underpinning

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or strengthening is necessary he may and if so required by the owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Postmaster-General shall proceed forthwith so to underpin or strengthen the house or building ;

- (d) the Postmaster-General shall compensate the owner lessee and occupier of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (e) if in any case in which any house or building has been underpinned or strengthened on the requisition of the Postmaster-General the underpinning or strengthening is inadequate for the support or protection of the house or building against further injury arising from the execution or use of the railway then and in every such case unless the underpinning or strengthening has been done in pursuance of and in the mode prescribed by the arbitrator the Postmaster-General shall make compensation to the owner lessee and occupier of the house or building for such injury provided the claim for compensation in respect thereof be made in the case of an owner within twelve months and in the case of a lessee or occupier within six months from the discovery thereof ;
- (f) nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Postmaster-General from the liability to compensate under section sixty-eight of the Lands Clauses Consolidation Act 1845 or under any other Act ;
- (g) every case of compensation to be ascertained under this section shall be ascertained according to the provisions of the Lands Clauses Acts ;
- (h) nothing in this section shall repeal or affect the application of section ninety-two of the Lands Clauses Consolidation Act 1845.

Compensation for damage by working.

18.—(1) In addition to the provisions of the enactments incorporated with this Act with respect to compensation for

lands taken or injuriously affected the Postmaster-General shall make compensation to the owner lessee and occupier of any land house or building which is injuriously affected by reason of the working of the railway (including the working of lifts and any other works in connection with the railway) notwithstanding that no part of the property of such owner lessee or occupier is taken by the Postmaster-General: A.D. 1913.

Provided that all claims for compensation under this section shall be made within two years from the commencement of the working of the railway or within two years from the time when any substantial change is made in the weight or size of the rolling stock used on or in the method of the working of that part of the railway where the injurious affection is alleged to have arisen and all such claims shall be settled by arbitration.

(2) An arbitrator under this section may with the consent of all parties concerned hear together any class or group of claims under this section.

(3) For the purposes of this section the expression "land house or building" shall be deemed to include mains pipes valves plugs syphons and other apparatus of the Metropolitan Water Board and of the Gas Light and Coke Company and any electric lines and apparatus of any company authorised under the Electric Lighting Acts 1882 to 1909 to supply electrical energy within the administrative county of London.

19.—(1) Before commencing any work or operations under the powers of this Act in or under any street in or under which any mains pipes syphons plugs wires sewers drains or other works (in this section called "apparatus") of any local or other authority company body or person whose apparatus may be interfered with by the construction of such work (each of whom are in relation to their respective apparatus in this section referred to as "the owners") are situate the Postmaster-General shall give to the owners not less than twenty-one days' previous notice in writing of his intention to commence such work accompanied by a plan section and description of the work so proposed to be executed describing the proposed manner of executing the same. For protec-
tion of gas
water
hydraulic
and electric
apparatus
and sewers.

If it should appear to the owners that such work will interfere with or endanger their apparatus or the use thereof the owners may give notice to the Postmaster-General to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus

A.D. 1913. — in such manner as may be reasonably necessary or to lay or place under their apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section called "protective works") shall be settled by arbitration as by this section is hereinafter provided All protective works so agreed or settled shall save as hereinafter provided be done and executed by and at the expense of the Postmaster-General to the reasonable satisfaction and under the supervision (if the same be given) of the engineer of the owners and the reasonable costs charges and expenses (other than remuneration to salaried officials of the owners) of such supervision shall be paid by the Postmaster-General If the owners by notice in writing to the Postmaster-General within fourteen days after the receipt by them of notice of the intended commencement by the Postmaster-General of any such work of the Postmaster-General so require the owners may themselves execute such protective works and the Postmaster-General shall on the completion thereof pay to the owners the reasonable expenses incurred by them in the execution thereof.

(2) In the event of the plan section and description so delivered to the owners as aforesaid not being objected to within twenty-one days from the delivery thereof the work shown by and described therein shall be executed in strict accordance therewith.

(3) The owners may if they deem fit employ watchmen or inspectors to watch and inspect any work whereby any apparatus of the owners will be interfered with or affected during construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Postmaster-General and be paid by him to the owners.

(4) If any interruption in the supply of gas water or electrical energy shall without the written authority of the owners be in any way occasioned either by reason of the exercise of the statutory powers conferred upon the Postmaster-General or by the act or default of the Postmaster-General or of any of his contractors agents workmen or servants or any person in the employ of them or any or either of them the Postmaster-General shall forfeit and pay to the owners for the use and benefit of the owners a sum not exceeding ten pounds for every hour during which such interruption shall continue.

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(5) The Postmaster-General shall not raise sink or otherwise alter the position of any apparatus or electric lines of the Metropolitan Water Board or of the Gas Light and Coke Company or of any company authorised under the Electric Lighting Acts 1882 to 1909 to supply electrical energy within the administrative county of London so as to diminish the covering over such apparatus or to make the same more than five feet.

(6) The expense of all repairs or renewals of any apparatus of the owners or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise of the powers for the construction of the railway or the breaking up of streets conferred upon the Postmaster-General by this Act or by the act or default in such construction or breaking up of the Postmaster General or his contractors or agents or any person in the employ of any of them or rendered necessary by reason of any subsidence resulting from works by this Act authorised whether during the construction of the railway or thereafter shall be borne and paid by the Postmaster-General.

(7) It shall be lawful for the owners and the engineers workmen and others in their employ at all times when it may be reasonably necessary to enter upon the works by this Act authorised during their construction or at any time when such works are undergoing repair or renewal at any point or place where there is existing apparatus of the owners and to do all such acts as may be reasonably necessary for repairing maintaining or removing or replacing or extending such apparatus under or over such works and notwithstanding the stopping up temporarily of any public street or place under the powers of this Act to exercise the same right of access as they now enjoy to all or any apparatus of the owners situate in or under any such street or place Provided always that in so doing the owners their engineers or workmen or others in the employ of the owners shall not interrupt the works or operations of the Postmaster-General by this Act authorised unless and except so far as such interruption shall be actually necessary and provided also that the owners shall make good and reimburse to the Postmaster-General all damages to such works occasioned by the exercise of the powers by this section reserved to the owners.

(8) If any difference shall arise between the Postmaster-General and the owners or their respective engineers or concerning any plans sections or descriptions to be delivered to

A.D. 1913. — the owners under the foregoing provisions of this section or with respect to any other matter arising under this section the matter in difference shall be referred to and settled by an arbitrator to be agreed upon by the parties in difference or failing such agreement appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-
tion of
London
County
Council.

20. The following provisions shall (unless otherwise agreed) apply and have effect for the protection of the London County Council (in this section called "the Council") (that is to say):—

- (1) (A) The Postmaster-General before he commences to construct the railway over under or by the side of or so as to interfere with the sewers of the Council shall give to the Council twenty-eight days' previous notice in writing of his intention to commence the same accompanied by plans sections and descriptions of the works proposed to be carried out for the reasonable approval of the Council Provided that if for twenty-eight days after the submission of such plans and sections the Council fail or neglect to approve the same or to state their reasonable requirements in relation thereto they shall be deemed to have approved thereof The Postmaster-General shall comply with and conform to all such reasonable directions of the Council in the execution of the said works as may be reasonably necessary to secure the sewers and drainage system of London under the jurisdiction and control of the Council against interference or risk of damage and so as not to obstruct any existing access to the said sewers and shall provide by new altered or substituted works either permanent or temporary in such manner as the Council shall reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the Council against all expenses occasioned thereby and any such new altered or substituted works shall be executed under the supervision (if given) and to the reasonable satisfaction of the Council at the costs charges and expenses in all respects of the Postmaster-General and all reasonable costs charges and expenses

(other than the salaries or wages of regular officials or servants of the Council) which the Council may be put to by reason of such works of the Postmaster-General whether in the execution of works the preparation or examination of plans or designs supervision or otherwise shall be paid to the Council by the Postmaster-General on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith are completed the same shall thereafter form part of the Council's main drainage system:

- (B) The plans to be submitted to the Council for the purposes of this subsection shall be detailed plans sections and descriptions describing the exact position and manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the Council within the limits of deviation shown on the deposited plans (for which purpose the Council shall allow the Postmaster-General access to plans in their possession and to any sewers in order to enable the Postmaster-General to obtain trustworthy information) and shall comprise detailed drawings of any alterations which the Postmaster-General may propose to make in any such sewer:
 - (c) The Postmaster-General shall be liable to make good all injury or damage caused by or resulting from any of his works or operations under the powers of this Act to any sewers drains or works vested in the Council and the Postmaster-General shall from time to time pay the amount thereof to the Council:
 - (D) The approval by the Council of any plans or the supervision by the Council of any work under the provisions of this subsection shall not exonerate the Postmaster-General from any liability or affect any claim for damages under this subsection or otherwise:
- (2) Before commencing to construct any part of the railway which shall pass under or within fifty feet of any tramway or subway for pipes belonging to the Council the Postmaster-General shall deliver to the Council for their reasonable approval plans and sections of the works proposed to be executed by

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the Postmaster-General for a distance of fifty feet from any part of such tramway or subway and any difference arising on such plans and sections shall be settled in the manner hereinafter provided Provided that if for twenty-eight days after the delivery of such plans and sections the Council do not approve the same or state their reasonable requirements in relation thereto they shall be deemed to have approved thereof Such works shall be executed to the reasonable satisfaction of the Council and at the costs charges and expenses in all respects of the Postmaster-General and when commenced shall be proceeded with without delay :

The Postmaster-General shall at all times maintain the railway under or within one hundred feet of such tramway or subway in substantial repair and good order and condition and if and whenever the Postmaster-General fails so to do the Council may make and do in and upon their own lands and works all such works and things as may be reasonably requisite for the protection of such tramway or subway and the sum from time to time certified by the Council to be the reasonable amount of the Council's expenditure in that behalf shall be repaid to the Council by the Postmaster-General :

If during and by the execution of the railway any part of such tramway or subway is injured or damaged such injury or damage shall be forthwith made good by the Postmaster-General at his own expense or in the event of his failing so to do the Council may make good the same and the Postmaster-General shall pay the reasonable costs thereof to the Council :

The Postmaster-General shall not in making maintaining working or using the railway in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the Council or any traffic on such tramways and if at any time hereafter the free uninterrupted and safe user of the said tramways or any traffic thereon is obstructed hindered or interfered with the Postmaster-General shall pay to the Council such damages as the Council sustain by reason thereof :

All reasonable fees costs charges and expenses (other than the salaries or wages of regular officials or servants of the Council) in respect of any of the matters in this subsection contained shall be borne and on demand paid by the Postmaster-General and during the construction renewal or repair of the railway under or within one hundred feet of such tramway or subway the Postmaster-General shall bear and on demand shall pay to the Council the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching such tramway or subway within such distance as aforesaid and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Postmaster-General or from the acts or defaults of his contractors or of any person in his employ or otherwise :

The Postmaster-General shall be responsible for and make good to the Council all costs losses damages and expenses which may be occasioned to the Council or to such tramway or subway of the Council or to any person using the same or otherwise by reason of the construction maintenance user or failure of the railway or of any act or omission of the Postmaster-General or of any person in his employ or of his contractors or others and the Postmaster-General shall effectually indemnify and hold harmless the Council from all claims and demands upon or against them by reason of such construction maintenance user or failure or of any such act or omission :

Any difference between the Council and the Postmaster-General with respect to the provisions of this subsection or in any way arising thereout shall be settled by arbitration by a civil engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either the Postmaster-General or the Council and the Arbitration Act 1889 shall apply to such arbitration :

- (3) The Postmaster-General shall in order to allow of the construction by the Council of new sewers construct the railway under the lands in the metropolitan

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borough of Stepney within the area hatched red on the plan signed by William Slingsby on behalf of the Postmaster-General and by George William Humphreys on behalf of the Council so as to leave the subsoil under such area free and unimpeded by structural works between 4 feet below Ordnance datum and 13·75 feet above Ordnance datum and in constructing the railway under Chicksand Street and Dunk Street the Postmaster-General shall not deviate upwards from the levels shown on the deposited sections. The portions of the railway in this subsection referred to shall be constructed in accordance with plans sections and particulars submitted to and reasonably approved by the Council:

Provided that the Council shall construct the new sewers so as not to affect or interfere with the construction user or working of the railway whether the railway is constructed before or after the said sewers and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the Postmaster-General:

- (4) The chief engineer of the Council or any duly authorised officer of the Council may enter upon and inspect any part of the railway during construction under or in the neighbourhood of any street or part of a street in or under which there are any sewers subways tramways or works of the Council:
- (5) The provisions of the section of this Act of which the marginal note is "For protection of gas water hydraulic and electric apparatus and sewers" shall not extend or apply to or for the protection of the sewers of the Council or the Council in respect thereof.

For protection of Corporation of London.

21. Notwithstanding anything contained in this Act the following provisions shall have effect unless otherwise agreed between the Corporation of the City of London (in this section called "the Corporation") and the Postmaster-General:—

- (1) The Postmaster-General shall not enter upon open break up or interfere with the surface of the street or place known as Finsbury Circus or the garden enclosure

situate therein to a greater extent than is shown by a pink colour on the plan already agreed and for the purpose of identification signed by Frank Sumner and William Slingo (hereinafter in this section referred to as "the prescribed space") nor until the Postmaster-General shall have given to the Corporation fourteen clear days' notice of his intention so to do : A.D. 1913.

- (2) No part of the prescribed space shall be used for the purposes of making or repairing any pipes machines tools or other apparatus goods or articles or otherwise as a workshop and no steam crane or other engine worked by steam power shall be used within or upon the prescribed space :
- (3) The prescribed space before being used for the purposes of this Act shall be properly and suitably enclosed and the hoarding erected for the purpose shall be erected and maintained to the reasonable satisfaction of the Corporation on such reasonable conditions as the Corporation shall determine and shall be removed so soon as the works for which the same was erected have been completed :
- (4) The Postmaster-General shall forthwith on the removal of the said hoarding (which removal shall be not later than eighteen months after the erection thereof) at his own expense and to the reasonable satisfaction of the Corporation fill in and make good the surface and paving of Finsbury Circus and of the garden enclosure situate therein and restore the same (including the planting of trees shrubs and other plants) as nearly as may be to the conditions obtaining there prior to the execution by him of any works thereon under this Act and the Postmaster-General shall for a period of two years from the date of the completion of the works make good any subsidence or other damage to the pavements or garden (including the replacing of any trees or shrubs which may have died) within the prescribed space caused by or in consequence of the execution of the works by this Act authorised :
- (5) All works done under the powers of this Act in Finsbury Circus shall be executed in all respects to the reasonable

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satisfaction of the Corporation who may supervise the mode in which the works are carried out and for this purpose may appoint such a reasonable number of inspectors and watchmen as they may think fit and the reasonable expense of such inspectors and watchmen shall be repaid to the Corporation by the Postmaster-General :

Provided always that the supervision as aforesaid by the Corporation or any person appointed by them of any such works shall not exonerate the Postmaster-General from any liability for damage caused by any such works :

- (6) The Postmaster-General shall keep the Corporation indemnified against all actions claims and demands whatsoever brought or made against the Corporation by any person by or in consequence of the construction of the railway :
- (7) Any difference which may arise between the Postmaster-General and the Corporation or their respective engineers under the provisions of this section shall failing agreement be referred to and settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Council of metropolitan borough of Holborn.

22. Notwithstanding anything contained in this Act the following provisions shall have effect unless otherwise agreed between the mayor aldermen and councillors of the metropolitan borough of Holborn (in this section called "the Council") and the Postmaster-General:—

- (1) The Postmaster-General shall before entering upon opening breaking up or interfering with the surface of the triangular footway or space lying at the northern end of and abutting on Shaftesbury Avenue near to the junction thereof with New Oxford Street give to the Council twenty-one days previous notice in writing of his intention so to do accompanied by plans sections and particulars of any borings or shafts to be carried out thereon :
- (2) The Postmaster-General shall not in the construction of the railway take use enter upon or in any way

alter or interfere with either temporarily or permanently any greater part of the surface of the said space and streets adjacent thereto than that shown and coloured pink on the plan (in this section called "the agreed plan") which for the purpose of identification has been signed by William Slingo on behalf of the Postmaster-General and Edward F. Spurrell on behalf of the Council: A.D. 1913.

- (3) The Postmaster-General shall in sinking any shaft boring or other work on any part of the said surface interfere as little as may be with the trees on the said surface:
- (4) The said surface shall be properly and suitably enclosed by a proper and sufficient hoarding at least nine feet in height and the hoarding erected for the purpose shall be erected and maintained to the reasonable satisfaction of the borough surveyor of the Council and shall not be used for advertising purposes and such hoarding shall be removed as soon as the works for which it was erected have been completed:
- (5) No part of the said land so enclosed shall be used for the purposes of making or repairing any pipes machines tools or other apparatus goods or articles or otherwise as a workshop and no steam crane or other engine worked by steam power shall be used within or upon the said land nor shall there be any permanent structure apparatus or machinery thereon:
- (6) The Postmaster-General shall at his own expense and to the reasonable satisfaction of the Council fill in and make good the surface of the ground of the said enclosed land (including the planting of any trees and the replacing of any gas column and other apparatus and seats which may have been removed) and shall for a period of two years from the making good the surface of the ground make good any subsidence or other damage to the open space public ways and pavements (including the replacing of any trees which may have died) caused by or in consequence of the execution of the works by this Act authorised in or under the said enclosed land:
- (7) The Postmaster-General shall before erecting the said hoarding provide and fix and during such time as he

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shall occupy the said enclosed land maintain by the said hoarding gas lamps capable of affording in the aggregate a light equal to 1800 candle power :

- (8) The Postmaster-General shall keep the Council indemnified against all actions claims and demands whatsoever brought or made against the Council by any person by or in consequence of the construction of any works to which this section applies :
- (9) Any difference which may arise between the Council and the Postmaster-General under the provisions of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 and any rules made thereunder shall apply in every such arbitration.

For protection of certain railway companies.

23. For the protection of the several railway companies and railway companies' committees referred to in the schedule to this section (each of which companies and committees in relation to its railways and works and property connected therewith is in this section referred to as "the railway company") the following provisions shall unless otherwise agreed between the Postmaster-General and the railway company have effect (that is to say) :—

- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Postmaster-General shall not enter upon take or use either permanently or temporarily the railways or works or property connected therewith of the railway company (in this section called "the railway property") without the consent in writing of the railway company Provided that nothing in this subsection contained shall be deemed to prohibit the Postmaster-General from acquiring an easement or right of using the subsoil under or over the railway property for the purposes of constructing and maintaining the railway :
- (2) The Postmaster-General shall carry out his works under the powers of this Act so as not to interfere with the railways of the railway company or any works connected therewith :
- (3) (i) The Postmaster-General in constructing the railway where it will pass under or near to the railway

of the London Chatham and Dover Railway Company shall not deviate upwards from the rail level shown on the deposited sections to a greater extent than five feet without the consent of that company :

- (ii) The railway shall be so constructed as that where it crosses over the railway of the City and South London Railway Company and under Finsbury Pavement it will be between the levels 24.50 feet and 14.25 feet below Ordnance datum :
- (iii) Except as aforesaid the Postmaster-General shall not in constructing the railway under or over or within one hundred feet of the railway property (in this section called "the prescribed distance") deviate from the levels shown on the deposited sections without the consent of the engineer of the railway company which consent shall not be unreasonably withheld but nothing in this section shall prevent the Postmaster-General from deviating downwards from the levels shown on the deposited sections except where he is constructing the railway over any railway of the railway company :
- (4) The Postmaster-General shall twenty-one days before he commences the construction of the railway within the prescribed distance furnish to the railway company plans sections and specifications of the works proposed to be carried out by the Postmaster-General within the prescribed distance and such plans sections and specifications shall be settled and agreed upon between the engineer of the Postmaster-General and the engineer of the railway company or in case of their failing to agree or of any difference arising between them the same shall be referred to and determined by arbitration as hereinafter provided and such works shall be carried out only in accordance with the plans sections and specifications so agreed upon or determined The Postmaster-General shall give to the railway company twenty-one days' notice (except in cases of emergency) before commencing any works of structural alteration or renewal of the railway within the prescribed

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distance with a sufficient description of such works
In case of emergency the Postmaster-General shall give the railway company the longest notice which he can reasonably give having regard to the urgency of the works to be executed and such notice shall be accompanied by a sufficient description of the works proposed to be carried out and all works referred to in this subsection shall be carried out under the supervision (if the same be given) and to the reasonable satisfaction of the engineer of the railway company :

- (5) The Postmaster-General shall at all times maintain the railway so far as the same shall be within the prescribed distance in substantial repair and good order and condition and if and whenever the Postmaster-General fails so to do the railway company may make and do all such works and things on their own railways and works as may be reasonably requisite for the protection thereof in that behalf and the reasonable amount of their expenditure in that behalf shall be repaid to them by the Postmaster-General :
- (6) If it shall at any time appear to the engineer of the railway company either before or during the construction or after the completion of the works of the railway within the prescribed distance that any further or other works or appliances or measures of precaution are required either by way of addition to the railway property or in connection with or in relation to the method of construction of such works so as to prevent subsidence or injury happening to the railway property owing to or in consequence of the execution of any of such works the Postmaster-General shall on being thereunto required in writing under the hand of the engineer of the railway company within the prescribed distance make and carry out at his own expense and according to plans sections and specifications to be reasonably approved by the said engineer such works or take such measures of precaution including the use of compressed air or the temporary cessation of the construction of the railway or the carrying on of the construction of the railway without cessation as the

said engineer shall reasonably require Any difference A.D. 1913.
between the Postmaster-General and the engineer of
the railway company arising under this subsection
shall unless otherwise agreed be determined by
arbitration as hereinafter provided:

- (7) If during the construction of the railway the railway property shall be injured or damaged the railway company may forthwith make good such injury or damage and execute such protective works elsewhere than on the property of the Postmaster-General as the engineer of the railway company shall reasonably consider necessary for ensuring the safety of the railway property and the expense properly incurred by the railway company in so doing shall be repaid by the Postmaster-General to the railway company:
- (8) The Postmaster-General shall not in making and maintaining the railway in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the railway property or any traffic thereon:
- (9) The Postmaster-General shall during the construction of any part of the railway which shall be within the prescribed distance bear and on demand pay to the railway company the reasonable expense of the employment by the railway company of a sufficient number of inspectors and watchmen to be appointed by them for inspecting and watching the railway property with reference to and during such construction and for preventing as far as may be all interference obstruction danger or accident from any of the operations of the Postmaster-General or from the acts or defaults of his contractors or of any person or persons in their employ or otherwise:
- (10) Notwithstanding anything in this Act contained the Postmaster-General shall be responsible for and make good to the railway company all costs losses damages charges and expenses which may be occasioned to the railway company or to the railway property or to the traffic on their railway or otherwise by the construction or failure of the railway or of any act or omission of the Postmaster-General or of any person in his employ or of his

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contractors or others and the Postmaster-General shall effectually indemnify and hold harmless the railway company from all claims and demands upon or against them by reason of such construction or failure or of any such act or omission :

- (11) The Postmaster-General shall from time to time repay to the railway company any additional expense to which that company may be put in maintaining the railway property by reason or in consequence of the construction of the railway :
- (12) The Postmaster-General shall so construct and maintain his electric circuits and other works of all descriptions and shall so work his railways in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or to be used on the railway of the railway company or with the currents in such circuits :

Provided that at the expiration of two years from the opening of the railway the provisions of this section shall not operate to give any right to claim in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :

- (13) The railway shall not be used for the public conveyance of passengers :
- (14) The Postmaster-General shall not by reason of the powers conferred by this Act either directly or indirectly oppose the granting of Parliamentary powers to the railway company for the alteration or extension of the railway of the railway company except for the purpose of obtaining protective clauses :
- (15) The provisions contained in the special Acts of Parliament of the railway company for the protection of the Postmaster-General shall only apply to the railway or to any telegraphic or telephonic lines from time to time laid down by the Postmaster-

General in or upon or through the railway if all reasonable and proper precautions have been taken by the Postmaster-General to prevent injurious interference with such telegraphic or telephonic lines and with the currents of the Postmaster-General in such lines by or from other electric currents: A.D. 1913.

(16) Any question by this section referred to arbitration and any difference which may arise between the Postmaster-General or his engineer on the one hand and the railway company or their engineer on the other hand as to the reasonableness of any requirement of the railway company or their engineer or otherwise under the provisions of this section shall unless otherwise agreed be referred to and determined by an engineer to be agreed upon between the parties in difference or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference:

(17) No break up shall be constructed under or within ten feet of any portion of the East London Railway.

SCHEDULE.

The London Chatham and Dover Railway Company.

The South Eastern and Chatham Railway Companies Managing Committee.

The East London Railway Company.

The East London Railway Joint Committee.

The Metropolitan Railway Company.

The Metropolitan District Railway Company.

The Metropolitan and District Joint Committee.

The London Electric Railway Company.

The Central London Railway Company.

The City and South London Railway Company.

24. For the protection of the Great Eastern Railway Company (in this section called "the Great Eastern Company") the following provisions shall unless otherwise agreed between the

For protection of Great Eastern Railway Company.

A.D. 1913. Postmaster-General and the Great Eastern Company in writing under their common seal have effect (that is to say):—

(1) Notwithstanding anything shown on the deposited plans and sections or contained in this Act the Postmaster-General shall not purchase take enter upon or interfere with either permanently or temporarily the lines of railway sidings station buildings roof hotel buildings general offices or other buildings at Liverpool Street Station or the approaches or station yards adjacent thereto or any of the lands works or property now or hereafter vested in the Great Eastern Company or the subsoil thereunder (in this section referred to as "the Great Eastern Company's property") without the consent in writing of the Great Eastern Company under their common seal except as hereinafter provided But the Postmaster-General may purchase and take and the Great Eastern Company shall sell and grant accordingly an easement or right of using only so much of the subsoil of their lands as may be necessary for the construction maintenance and user thereunder of Railway No. 11 by this Act authorised and of two lifts and two shoots and a conveyor subway with any necessary apparatus machinery and conveniences in connection with the said railway and subway in accordance with the signed plan hereafter referred to The amount to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(2) The Postmaster-General may at his own cost and expense in all things construct and maintain upon the site and in the lines shown upon the plan signed in duplicate by Sir Godfrey Baring the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (one copy of which plan is deposited in the Private Bill Office of the House of Commons and the other copy in the Parliament Office of the House of Lords and is in this section referred to as "the signed plan") the portion of Railway No. 11

and the lifts shoots and conveyor subway and works under the Great Eastern Company's property which are shown and coloured on the signed plan with any necessary apparatus machinery and conveniences in connection therewith (such portion of Railway No. 11 and the said lifts shoots subway apparatus machinery and conveniences being in this section referred to as "the works") The works shall be constructed in all respects in accordance with detailed plans drawings sections and specifications to be hereafter submitted to and approved in writing by the principal engineer of the Great Eastern Company (in this section referred to as "the principal engineer") or by an arbitrator as hereinafter provided before the commencement of the works and shall be carried out to the reasonable satisfaction of the principal engineer who may from time to time require any reasonable alterations in the said plans drawings sections and specifications or mode of carrying out the works as he shall think necessary and proper The Postmaster-General shall at all times permit the principal engineer and his duly authorised assistant or assistants to have full and free access to the works during their construction and forthwith furnish him or them with every information he or they may reasonably require with regard to the works and the dimensions strength and descriptions of all materials used or to be used in and during such construction If there shall be any difference between the engineer-in-chief of the Post Office and the principal engineer with reference to such detailed plans drawings sections and specifications or in relation to any alterations or otherwise in connection with the carrying out of the works such difference shall be determined by arbitration in manner hereinafter provided The shoots shall at all times be properly protected to the reasonable satisfaction of the principal engineer so as to avoid risk of accidents :

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- (3) The Postmaster-General shall also bear and on demand pay to the Great Eastern Company the reasonable cost as certified by the principal engineer of any alterations to the Great Eastern Company's property and also the reasonable cost of the removal and

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reinstatement in other positions of any works plant or apparatus of the Great Eastern Company rendered necessary by reason of the construction of the works:

- (4) In carrying out the works the Postmaster-General shall not without the consent in writing under the common seal of the Great Eastern Company vary the lines of Railway No. 11 shown on the signed plan to a greater extent laterally than twenty-five feet on either side of such lines and the works shall be so constructed that no portion thereof shall without such consent be constructed at a higher level than five feet above the levels shown on the deposited sections:
- (5) Before the Postmaster-General commences any part of the works he shall if required by the principal engineer securely underpin to the reasonable satisfaction of the principal engineer so much of the foundations of the Great Eastern Company's property as the principal engineer may reasonably require and execute such other protective works as the principal engineer may reasonably require for ensuring the safety of the Great Eastern Company's property:
- (6) Notwithstanding the approval of plans the Postmaster-General shall not without the consent of the principal engineer commence the execution of any of the works until the expiration of one month from the date of notice to be served upon the secretary of the Great Eastern Company of the intention of the Postmaster-General to commence the works and the works shall when commenced be proceeded with with all reasonable despatch and without delay and the Postmaster-General shall complete the works within three years from the date of such commencement:
- (7) If it shall at any time appear to the principal engineer either before or during the construction or after the completion of the works that any further or other works or appliances or measures of precaution are required either by way of addition to the Great Eastern Company's property or in connection with or in relation to the method of construction of the works so as to prevent subsidence or injury happening to the Great Eastern Company's property owing to

or in consequence of the execution of any of the works the Postmaster-General shall on being thereunto required in writing under the hand of the principal engineer make and carry out at his own expense and according to plans sections and specifications to be reasonably approved by the principal engineer such works or take such measures of precaution including the use of compressed air or the temporary cessation of the construction of the works or the carrying on of the construction of the works without cessation as the principal engineer shall reasonably require Any difference between the Postmaster-General and the principal engineer arising under this subsection shall unless otherwise agreed be determined by arbitration as hereinafter provided:

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- (8) The Postmaster-General shall and will at his own cost in all respects execute and complete all such further works and adopt such means as the principal engineer shall from time to time reasonably require for the ventilation of the works and so as effectually to prevent the escape or emission into the Great Eastern Company's property of smoke foul air or other offensive or disagreeable vapour or smell The Postmaster-General shall not at any time construct under or adjacent to the Great Eastern Company's property any engine shed or other works the use of which may be or may become dangerous or a nuisance in any way to the user of the Great Eastern Company's property:
- (9) The Postmaster-General shall employ either insulated returns or uninsulated metallic returns of low resistance and shall take all reasonable precautions in constructing placing and maintaining his electric lines and circuits and other works of all descriptions and also in working the railway so as not to injuriously affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances of the Great Eastern Company or to interfere by induction or otherwise with the working of any wire line or apparatus from time to time used on the railways and property of the Great Eastern Company for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling

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communication or with the currents in such wire line or apparatus :

Provided that at the expiration of two years from the opening of the railway the provisions of this section shall not operate to give any right to claim in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :

If any difference arises between the Postmaster-General and the Great Eastern Company with respect to anything in this subsection contained such difference shall be determined by an arbitrator to be appointed by the Board of Trade and the costs of such determination shall be in the discretion of the arbitrator :

- (10) The Postmaster-General shall at his own cost and expense in all respects at all times maintain the whole of the works in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer and if and whenever the Postmaster-General fails so to do the Great Eastern Company may on their own property make and do such repairs as may be reasonably requisite for the protection thereof and the sum from time to time certified by the principal engineer to be the reasonable amount of such expenditure shall be forthwith repaid on demand to the Great Eastern Company by the Postmaster-General and the principal engineer and those authorised by him shall at all times have free access to the works and every facility shall be afforded to him and them for inspection thereof :
- (11) The costs charges and expenses of the Great Eastern Company of such a reasonable number of assistants inspectors and watchmen as they may consider reasonably necessary to employ for the purpose of inspecting and watching the works during the construction of the same and all reasonable expenses incidental thereto certified by the principal engineer

to have been incurred shall be borne and paid by the Postmaster-General: A.D. 1913.

- (12) The approval of the Great Eastern Company or the superintendence by the principal engineer of any plans or works under the provisions of this section or any requirement of the Great Eastern Company or the principal engineer shall not exonerate the Postmaster-General from liability for any damage caused to the Great Eastern Company's property or affect any claim of the Great Eastern Company for any injury caused thereto:
- (13) If during the execution of any of the works the Great Eastern Company's property shall be injured or damaged such injury or damage shall be forthwith made good by the Postmaster-General at his own expense or in the event of his failing so to do the Great Eastern Company may make good the same and the amount expended in so doing shall be repaid to the Great Eastern Company by the Postmaster-General:
- (14) Notwithstanding the provisions contained in the section of this Act the marginal note whereof is "Supply of electrical energy" the Postmaster-General shall so exercise the powers of this Act as so far as practicable not to obstruct or interfere with the entrances to or exits from the Great Eastern Company's property and so far as practicable shall not break up or interfere with any part of the surface of Liverpool Street or any part of Broad Street or Bishopsgate which is opposite or adjacent thereto and shall so far as practicable so construct execute and carry on his works and operations in all respects as to leave Liverpool Street Broad Street and Bishopsgate and the entrances to and exits from the Great Eastern Company's property as free and uninterrupted for the purposes of traffic as before such works or operations had been commenced:
- (15) The Postmaster-General shall not in making and maintaining the works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the Great Eastern Company's property or any traffic thereon and if at any time or times here-

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after the free and uninterrupted and safe user of the said property or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Postmaster-General shall pay to the Great Eastern Company all costs and expenses to which that company may be put as well as full compensation for loss sustained by them by reason of any such interruption or interference :

- (16) The Postmaster-General shall work and use the lifts and shoots to be constructed under the provisions of this section at such times only and generally in such manner as not to obstruct the traffic in or the working by the Great Eastern Company of any portion of Liverpool Street Station and the persons in charge of such lifts or shoots shall at all times conform to the directions of the duly authorised officials of the Great Eastern Company in relation to any of their operations affecting such traffic or the working of the said station :
- (17) Notwithstanding anything in this Act contained the Postmaster-General shall be responsible for and make good to the Great Eastern Company all costs charges losses damages and expenses which may be occasioned to the Great Eastern Company's property or to any person or persons using the said property by reason of the construction maintenance failure working or user of the works or any of them and the works in connection therewith or of any act or omission of the Postmaster-General or of any of the persons in his employ or of his contractors or others and the Postmaster-General shall effectually indemnify and hold harmless the Great Eastern Company from all claims and demands upon or against them by reason of such construction maintenance failure working or user or of any such omission :
- (18) The Postmaster-General shall repay to the Great Eastern Company or the managing committee of the Great Eastern Railway Accident Fund as the case may require all sums of money costs charges and expenses which the Great Eastern Company or the said managing committee may pay to any servants or workmen of the Great Eastern Company in respect

of personal injury by accident happening to such servants or workmen while engaged upon any work which the Great Eastern Company are by this section empowered to execute: A.D. 1913.

- (19) If the Great Eastern Company shall at any time after the construction of the works desire to alter or extend the Great Eastern Company's property the Postmaster-General shall give to the Great Eastern Company every reasonable facility for the execution of such alteration or extension and any additional expense to which the Great Eastern Company may be put in carrying out such alteration or extension by reason of the construction of the works such additional expense to be ascertained in case of difference by arbitration as hereinafter provided shall be repaid to them by the Postmaster-General:
- (20) The works where the same are constructed under or within 10 yards on either side of the Great Eastern Company's property shall be so constructed as to be of adequate strength and suitable design to bear the weight of any deep level lines of railway and station and other buildings and works in connection therewith of the Great Eastern Company below their existing lines and station and in the event of any extra cost being incurred by the Great Eastern Company in the construction of such deep level lines of railway station or works owing to the presence of the works such extra cost to be ascertained in case of difference by arbitration in manner hereinafter provided shall be borne by the Postmaster-General:
- (21) The ownership of the site of the works shall at all times remain in the Great Eastern Company and the Postmaster-General shall have no estate right or interest whatsoever therein or thereto other than the right to construct maintain and use the same as by this Act authorised upon the terms and subject to the conditions in this section contained:
- (22) The Postmaster-General and the Great Eastern Company may agree to any variation or alteration in the works in this section provided for or the manner in which the same shall be executed:

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(23) Except as otherwise provided by this section if any difference shall arise between the Great Eastern Company and the Postmaster-General or their respective engineers as to the true intent and meaning of this section or the mode of giving effect thereto so far as regards the carrying out and maintenance of the works or as to the reasonableness or necessity of any requirement of the principal engineer or as to his refusal of any consent hereunder or as to any other matter in connection with the carrying out and maintenance of the works the same shall be from time to time referred to and determined by an engineer to be agreed upon between the Great Eastern Company and the Postmaster-General or failing such agreement an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protec-
tion of Great
Northern
Railway
Company.

25. The following provisions for the protection of the Great Northern Railway Company (in this section called "the Company") shall unless otherwise agreed between the Postmaster-General and the Company apply and have effect:—

(1) The expression "property of the Company" where used in this section shall include any land building work or convenience belonging to or leased to the Company:

(2) (a) The Postmaster-General shall not under the powers of this Act enter upon take purchase or use any property of the Company except that the Postmaster-General may purchase and take and the Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the Company such an easement or right as shall be necessary for the purpose of constructing using and maintaining Railway No. 7 and the works in connection therewith by this Act authorised so far as the same may according to this Act be constructed in or under the property of the Company:

(b) The consideration to be paid for any easement or right to be acquired by the Postmaster-General under

this section shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of section 6 of the Railways Clauses Consolidation Act 1845 : A.D. 1913.

- (3) Notwithstanding anything contained in the section of this Act the marginal note whereof is "Power of deviation" in constructing Railway No. 7 by this Act authorised where the same will be situate in under or near to any property of the Company the Postmaster-General shall not deviate vertically upwards from the levels thereof marked on the deposited sections to a greater extent than five feet and shall not deviate from the centre line thereof as shown on the deposited plans laterally in an easterly or north-easterly direction to a greater extent than five feet :
- (4) The works authorised by this Act where the same will be situate in under or within fifty feet (measured in a horizontal direction from any part thereof) of the property of the Company (in this section called "the authorised works") shall be constructed under the supervision (if given) and to the reasonable satisfaction of the engineer of the Company (in this section called "the engineer") and in accordance with such plans sections and specifications as shall have been previously submitted to and reasonably approved by the engineer or settled in case of dispute by an engineer to be appointed as hereinafter provided and shall be of such strength as may be reasonably sufficient to carry the existing works and buildings of the Company and any works or buildings of whatever description which the Company may at any time hereafter desire and be entitled to erect over or in the neighbourhood of the same :

Provided that if for fourteen days after the submission of such plans sections and specifications to the engineer he fails or neglects to approve or

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disapprove the same or to state his reasonable requirements with respect thereto he shall be deemed to have disapproved thereof:

- (5) Nothing in this Act or in any grant of easement to be made by the Company in pursuance thereof shall prohibit the Company from erecting works and buildings of whatsoever description and weight they may think fit over or in the neighbourhood of the authorised works:

Provided that the Company before they commence to erect any such buildings shall give to the Postmaster-General reasonable notice of their intention to erect the same and such notice shall be accompanied by a full description of such buildings and shall afford the Postmaster-General a reasonable time in which to execute and do any works or things which he may think expedient for the protection of the railway and the Company shall afford to the Postmaster-General access to their property and all reasonable facilities for executing any such protective works. Provided that such works shall be carried out so far as the same may affect the property of the Company under the supervision (if the same be given) and to the reasonable satisfaction of the Company:

- (6) If at any time or times either before or during the construction or after the completion of the authorised works any further or other works or appliances are reasonably required in connection with the authorised works for the purpose of preventing subsidence of or injury to the property of the Company or for the purpose of supporting any building or works which the Company may at any time have erected or made or may contemplate erecting or making the Postmaster-General shall (subject nevertheless to arbitration as hereinafter provided) on being so required in writing under the hand of the engineer make execute and provide all such works and appliances at his own costs charges and expenses but under the supervision (if given) and to the reasonable satisfaction of the engineer and according to plans sections and specifications to be previously submitted to and reasonably approved by him and in the event of

the Postmaster-General failing so to do after reasonable notice from the engineer in that behalf the Company may themselves (elsewhere than on the property of the Postmaster-General) execute and provide all such works and appliances and may recover the reasonable cost thereof from the Postmaster-General: A.D. 1913.

- (7) The Postmaster-General shall at his own expense at all times maintain the authorised works and also any further works which may be constructed under the provisions of the preceding subsection in substantial repair and good order and condition according to the plans sections and specifications so approved or settled as aforesaid and so as to leave undisturbed at all times the property of the Company and if and whenever the Postmaster-General fails so to do the Company may make and do (elsewhere than on the property of the Postmaster-General) all such works as the engineer may reasonably consider requisite for the protection of the property of the Company and the reasonable amount of their proper expenditure in that behalf shall be repaid to them by the Postmaster-General Provided always that in the event of any dispute between the Postmaster-General and the Company as to the amount of or necessity for such expenditure such dispute shall be settled by arbitration by an engineer to be appointed as hereinafter provided:
- (8) The Postmaster-General shall not in the execution maintenance or repair of any of his works enter upon the surface of any property of the Company nor draw out any spoil or other material on such surface nor in any manner obstruct hinder or interfere with the free uninterrupted and safe user of any property of the Company and shall during the execution or repair of any of his works execute all such temporary works and take all such precautions as may be reasonably necessary for the purpose of avoiding risk to the property of the Company:
- (9) Notwithstanding anything in this Act contained the Postmaster-General shall be responsible for and

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make good to the Company all costs losses damages charges and expenses which may be occasioned to the Company or to the property of the Company or otherwise by the construction or failure of the railway or of any act or omission of the Postmaster-General or of any person in his employ or of his contractors or others and the Postmaster-General shall effectually indemnify and hold harmless the Company from all claims and demands upon or against them by reason of such construction or failure or of any such act or omission :

- (10) The Postmaster-General's liability for any damage caused to the property of the Company shall not be prejudiced or affected by any approval by the Company or the engineer of any plans sections or specifications or any supervision by the engineer of the works of the Postmaster-General or any reasonable requirement of the Company or the engineer under the provisions of this section :
- (11) If at any time after the construction of the railway the Company shall desire to extend their Farringdon Street Goods Depôt or execute any other works in the vicinity of the railway the Postmaster-General shall not by reason of the powers conferred by this Act oppose the granting of any necessary parliamentary powers for such extension or works except for the purpose of obtaining clauses for the protection of the works of the Postmaster-General :
- (12) Any difference which may arise between the Postmaster-General or his engineer on the one hand and the Company or the engineer on the other hand as to the reasonableness of any requirement of the Company or the engineer or otherwise under the provisions of this section shall unless otherwise agreed be referred to and determined by an engineer to be agreed upon between the parties or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

26. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the Great Western Railway Company (hereinafter called "the Company") shall unless otherwise agreed between the Postmaster-General and the Company in writing apply and have effect (that is to say):—

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For protec-
tion of Great
Western
Railway
Company.

- (1) The subway by this Act authorised shall be constructed only in the position and manner shown on the plan (hereinafter called "the signed plan") signed by William Slingo on behalf of the Postmaster-General and William Wylie Grierson on behalf of the Company with the opening in the surface of Paddington Station coloured blue on the said plan. The Postmaster-General shall not deviate the centre line of Railways Nos. 1 or 2 (where the same will be under or within one hundred feet of Paddington Station) westwards to a greater extent than twenty-five feet or deviate upwards from the rail level or subway floor level shown on the deposited sections to a greater extent than five feet without the consent in writing of the engineer of the Company (hereinafter called "the engineer") and the Postmaster-General shall not construct any break-up immediately under any roof column or other support of Paddington Station :
- (2) The provisions of subsections (3) to (8) inclusive of the section of this Act the marginal note of which is "General provisions as to mode of construction" shall extend and apply to the construction of the said subway save that the same may have an internal diameter not exceeding twelve feet :
- (3) The Postmaster-General shall not without in every case the previous consent of the Company in writing under their common seal take use enter upon or interfere with any land railway station siding or other work belonging or leased to or worked by the Company or the subsoil thereunder except only so far as shall be necessary for the purpose of making and maintaining Railways Nos. 1 and 2 and the said subway with any necessary stations platforms passages apparatus and machinery in connection with the said

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railways and any necessary apparatus and machinery in connection with the said subway (in this section referred to as "the authorised works") as the same are according to this Act to be constructed Except as aforesaid none of the works referred to in the section of this Act the marginal note whereof is "Power of Postmaster-General to make railways" shall be constructed on or under the Company's property :

(4) With respect to any land belonging or leased to or used by the Company on in or under which any of the authorised works will be situate when constructed in accordance with this section the Postmaster-General shall not purchase or take the same but the Postmaster-General may take and the Company shall and they are hereby authorised to sell and grant accordingly so far as their interest in the said lands extends an easement or right of using the said subsoil and the surface of the lands coloured blue on the signed plan for the purposes of the construction maintenance and use of the authorised works The amount to be paid for the acquisition of such easement or right shall be ascertained in case of difference in the manner provided for by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement and the easement or right so to be taken shall be deemed to be land so far as respects the proceedings for the acquisition thereof and also for the purposes of any arbitration :

(5) The Postmaster-General shall not in constructing or maintaining the authorised works enter upon or use the surface of the railway station lands and property belonging or leased to or used by the Company except for the purpose of making the said opening nor shall he convey any materials obtained from or required in the construction of the authorised works over any portion of Paddington Station or the approach roads leading thereto Provided that he may make and maintain an opening in the position coloured blue on the signed plan not exceeding twenty-five feet in length and thirteen feet in width for the purpose of the construction maintenance and

user of conveyors or lifts for dealing with the mails to be conveyed by the Company : A.D. 1913.

- (6) The Postmaster-General shall work and use the said conveyors or lifts only at such times and generally in such manner as not to obstruct the traffic in or the working by the Company of any portion of Paddington Station and the persons in charge of such conveyors or lifts shall at all times conform to the reasonable directions of the duly authorised officials of the Company in relation to any of their operations affecting such traffic or the working of the said station :
- (7) The authorised works where the same pass under or within fifty feet on either side of the property of the Company shall be so constructed as to be of adequate strength and suitable design to bear the weight of deep level lines of railway and station works below the existing lines and station of the Company and in the event of any extra cost being incurred by the Company in the construction of such deep level railway or station works owing to the presence of the authorised works such extra cost to be ascertained in case of difference by arbitration in manner hereinafter provided shall be borne by the Postmaster-General :
- (8) The Postmaster-General shall not by reason of the powers conferred by this Act either directly or indirectly oppose the granting of Parliamentary powers for the construction of such deep level railway below the existing railway of the Company except for the purpose of obtaining protective works clauses :
- (9) Where any portion of the authorised works will be constructed on or under or will otherwise interfere with any land railway station siding or other work belonging or leased to or used by the Company the same shall be constructed according to plans sections drawings and specifications to be previously to the commencement of the work submitted to and reasonably approved by the engineer or in case of difference between him and the engineer of the Postmaster-General by an arbitrator to be appointed as hereinafter provided Provided that if the engineer shall

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not signify his approval of any such plans sections drawings and specifications within twenty-eight days from the delivery thereof to him he shall be deemed to have disapproved thereof The said portion of the authorised works shall be constructed by the Postmaster-General according to the plans sections drawings and specifications so approved under the supervision of the engineer (if the same be given) and to his reasonable satisfaction and maintained according to such plans sections drawings and specifications to the like satisfaction Provided always that if the Company so elect they may themselves construct under the superintendence and to the reasonable satisfaction of and at the expense of the Postmaster-General the subway so far as the same is situated on or under the property of the Company :

- (10) The approval by the engineer of any plans sections drawings or specifications or the supervision of any works by the engineer shall not exonerate the Postmaster-General from any liability for damage caused to the Company's railway station works roofs buildings or other property or affect any claim by the Company for injuries caused to the Company's railway station works roofs and buildings :
- (11) The Postmaster-General shall give to the Company twenty-eight days' previous notice in writing before commencing any of the authorised works or (except in case of emergency) any repairs thereto where the same will be made on or under or within one hundred feet of any land railway station siding or other work belonging or leased to or used by the Company In case of emergency the Postmaster-General shall give to the Company the longest notice which he can reasonably give having regard to the urgency of the repairs :
- (12) In the execution of the authorised works the Postmaster-General shall not in any manner obstruct or interfere with the free uninterrupted and safe user of any railway station siding or other work belonging or leased to or used by the Company and shall not disturb the soil under or within fifty feet of Paddington

Station except so far as shall be necessary for the execution of the authorised works: A.D. 1913.

- (13) The engineer and his duly appointed assistants shall have access at all reasonable times to such portions of the authorised works as may be situate under or within fifty feet of Paddington Station for the purpose of inspecting the same and the Postmaster-General shall afford all reasonable facilities for such purpose and shall bear and on demand pay to the Company the reasonable expense (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Company in and about such work) of the employment by the Company during the execution by the Postmaster-General of the said portions of the authorised works of a sufficient number of inspectors and watchmen to be appointed by the Company for watching the works of the Company with reference to and during the execution of such portions of the authorised works :
- (14) The Postmaster-General shall if and when reasonably necessary underpin the station railway buildings roofs and works of the Company where the same are over or affected by the authorised works and execute such other works for the protection of such station railway buildings roofs and works as may be reasonably required by the engineer and the Postmaster-General shall when reasonably required by the engineer continue such underpinning or other works when commenced without cessation :
- (15) If before or during the construction of the authorised works the engineer shall be of opinion that any of such works is or will be a source of danger to any railway station siding roof building or other work belonging or leased to the Company and shall give the Postmaster-General notice in writing to that effect the Postmaster-General shall not proceed with the construction of any such work until the engineer or in case of difference between him and the engineer of the Postmaster-General an arbitrator to be appointed as hereinafter provided shall have approved plans sections drawings and specifications of such alterations

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in or additions to such work as the engineer or in case of difference between him and the engineer of the Postmaster-General such arbitrator as aforesaid may deem necessary for the protection of any such railway station siding roof building or other work of the Company :

- (16) The Postmaster-General shall bear and on demand pay to the Company the reasonable cost of all alterations and additions of every kind to any railway station signal telegraph or telephone installation approach road bridge roof building or work of the Company rendered necessary by or any increased cost of maintaining their railway and works by reason of the construction of the authorised works and also any other expenditure reasonably and properly incurred by the Company in connection with such alterations and additions including such compensation to workmen and their legal representatives or dependents as aforesaid :
- (17) Notwithstanding the provisions contained in the section of this Act the marginal note whereof is "Supply of electrical energy" the Postmaster-General shall so exercise the powers of this Act as so far as practicable not to obstruct or interfere with the entrances to or exits from the Paddington Station or offices or hotel or the goods yards or other buildings of the Company and so far as practicable shall not break up or interfere with any part of the surface of Praed Street or any part of London Street or South Wharf Road which is opposite adjacent to or forms the access to any premises of the Company and shall so construct execute and carry on his works and operations in all respects as to leave the said streets and the entrances to and exits from the said Paddington Station hotel goods yards and other buildings as free and uninterrupted for the purposes of traffic to and from such station hotel offices goods yards and other buildings as before such works or operations had been commenced :
- (18) The said subway shall be constructed and worked in such a manner as not to cause annoyance damage or disturbance to the visitors and residents in the adjoining hotel of the Company and the Postmaster-General shall at his own cost in all respects execute

and complete all such further works and adopt such means as the engineer shall from time to time reasonably require for the ventilation of the authorised works and to effectually prevent the escape or emission into the Paddington Station or other premises of the Company adjacent thereto of smoke foul air or other offensive or disagreeable vapour or smell:

- (19) The Postmaster-General shall not at any time construct under or adjacent to the buildings or lands of the Company any engine shed or other works the use of which may be or may become dangerous or a nuisance in any way to the user of the premises of the Company:
- (20) If by reason of the construction of any of the works or any proceedings of the Postmaster-General or the failure of any such works or any act or omission of the Postmaster-General or of his contractors or otherwise any railway station siding or other work of the Company shall be injured or damaged such injury or damage shall be forthwith made good by the Postmaster-General to the reasonable satisfaction of the engineer or in the event of the Postmaster-General failing so to do then the Company may make good the same and the reasonable expenses thereof including such compensation to workmen or their legal representatives or dependents as aforesaid as certified by the engineer shall be repaid to the Company by the Postmaster-General on demand And the Postmaster-General shall be responsible for and make good to the Company or any other companies or persons using their railway station and premises all costs losses damages or expenses which may be occasioned to them by the execution of the authorised works or any proceedings of the Postmaster-General or the failure of any such works or any act or omission of the Postmaster-General or his contractors and the Postmaster-General shall effectually indemnify and hold harmless the Company from all claims and demands upon or against them by reason of such construction failure use or omission:
- (21) The Postmaster-General shall at all times maintain the authorised works where the same will be con-

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structed on or under or within one hundred feet of Paddington Station in substantial repair and good order and condition to the reasonable satisfaction of the engineer and if and whenever the Postmaster-General fails so to do the Company may do all such works and things on their own railway and works as may be reasonably requisite for the protection thereof in that behalf and their reasonable expenditure in that behalf shall be repaid to them by the Postmaster-General :

- (22) The Postmaster-General shall so devise and construct his electric circuits and other works of all descriptions in connection therewith and shall so work the railway in all respects as to prevent any injurious interference by induction or otherwise with the electric circuits from time to time used or hereafter to be used on the railways and property of the Company for the purpose of telegraphic telephonic or electric signalling communication or with the currents in such circuits :
- (23) If at any time hereafter the Company shall desire to widen deepen alter or extend their Paddington Station or the works connected therewith or the construction thereunder of any new railway shall be authorised by Parliament the Postmaster-General shall at the request of the Company divert alter or reconstruct the said subway so far as the same may interfere with or render more expensive the carrying out of the said works and the Company shall provide free of charge for the Postmaster-General so far as may be reasonably practicable having due regard to their requirements a convenient substituted site for the said subway and an opening in substitution for the said opening coloured blue on the signed plan Such diversion alteration or reconstruction of the subway shall be constructed at such level or levels as the Company may require and at the option of the Company either horizontally with vertical lifts or in the form of inclined conveyors with suitable inclination :
- (24) The Postmaster-General shall bear the cost of lowering to such a level as the Company may reasonably

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require the western approach to the subway connecting Paddington Station with Praed Street Station and of constructing in the position and manner approximately shown on the signed plan a subway in continuation of such approach when lowered to a point to be selected by the Company on No. 1 platform near to the booking office at the southern end of that platform and shall also provide steps at the northern end of such subway and a power lift for dealing with luggage or other articles transferred between the said stations or passing between the Paddington Station Hotel and Paddington Station but the Postmaster-General shall not be required to provide the power or attendants for the purpose of working the said lift The Postmaster-General shall also bear the cost (not exceeding the sum of one thousand pounds) of any alterations to the said hotel which the Company may require Provided that in the event of the Company under the provisions of subsection (23) of this section requiring the Postmaster-General within a period of ten years from the date of the passing of this Act to divert alter or reconstruct the subway by this Act authorised and to move the said opening in such a manner as to deprive the Postmaster-General of the advantages which may have accrued to him by reason of the construction of the works which are the subject of this subsection the Company shall refund to the Postmaster-General if such diversion alteration or reconstruction is required during the first year of the said period the whole of the cost of executing the works which are the subject of this subsection and if such diversion alteration or reconstruction is required in any subsequent year of the said period a sum calculated so as to diminish the said whole cost at the rate of one-tenth part for each year which shall have elapsed from the date of the passing of this Act:

For the purposes of this subsection the respective engineers of the Company and the Postmaster-General shall within one month of the completion of the said works agree the actual cost thereof less any charges for supervision or staff or plant

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charges or in the event of difference such amount shall be determined by arbitration in manner hereinafter provided:

- (25) Any question which may arise under this section or as to the reasonableness of any requirement of the Company or their engineer shall be settled by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the Company and the Postmaster-General or either of them and the Arbitration Act 1889 shall apply to such arbitration.

For protection of Grand Junction Canal Company.

27. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions shall have effect for the protection of the Company of Proprietors of the Grand Junction Canal (in this section referred to as "the Canal Company") unless otherwise agreed between the Canal Company and the Postmaster-General (that is to say):—

- (1) The Postmaster-General shall not (except as hereinafter provided) enter upon take use or interfere with either temporarily or permanently the surface of any part of the property of the Canal Company numbered on the deposited plans 1 to 8 (inclusive) in the parish of Paddington without the consent in writing of the Canal Company under their common seal:
- (2) Notwithstanding the foregoing provisions of this section the Postmaster-General may subject to the terms and conditions and to payment of the consideration hereinafter set forth or referred to occupy and use temporarily the property of the Canal Company numbered on the deposited plans 1 2 and 3 in the parish of Paddington during the construction of the railway but not in any event for a period exceeding three years from the commencement of the construction of any works in or upon such property Provided that nothing in this section shall be deemed to prohibit the Postmaster-General from acquiring an easement or right of using the subsoil and under-surface of any property of the Canal Company shown on the deposited plans which may be necessary for constructing and maintaining the railway in accordance with the provisions of this Act:

- (3) The terms and conditions upon which the Postmaster-General may temporarily use and occupy the said property under the last preceding subsection and the consideration to be paid to the Canal Company by the Postmaster-General by way of rent or otherwise for such use and occupation shall be such as shall be agreed upon between the Canal Company and the Postmaster-General or failing agreement as shall be settled by arbitration in manner hereinafter provided: A.D. 1913.
- (4) No part of the tunnel of the railway shall be nearer to the surface of the ground than 72 feet where the same will pass through the property of the Canal Company and no part of the said tunnel and no shaft shall be constructed nearer to the canal of the Canal Company than 20 feet:
- (5) All works constructed on or under the said property of the Canal Company shall be executed in accordance with plans sections and specifications submitted to and reasonably approved by the engineer of the Canal Company or determined by arbitration as in this section provided previously to the commencement of the work to which they relate and shall be carried on and completed under the supervision (if the same be given) and to the reasonable satisfaction of the said engineer Provided that if for fourteen days after the submission of such plans sections and specifications the engineer of the Canal Company fails or neglects to approve the same or to state his reasonable requirements in relation thereto he shall be deemed to have approved thereof:
- (6) All works and operations of Postmaster-General on or under the said property of the Canal Company shall be executed and carried on without altering or interfering (except to the extent authorised by this section) with the surface of such property and in such manner as not to occasion any damage or injury to such property (except as aforesaid) or to the canal of the Canal Company or any leakage or loss of water therefrom or any interruption to or interference with the conduct of the traffic thereon or on the adjoining wharves or other property of the Canal Company and

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if any such damage injury leakage loss of water interruption or interference as aforesaid shall at any time be occasioned or arise from the works or operations of the Postmaster-General the Postmaster-General shall forthwith make good such damage or injury or stop or prevent such leakage or loss or further leakage or loss of water or remove the cause of such interruption or interference as the case may be under the supervision (if the same be given) and to the reasonable satisfaction of the engineer of the Canal Company and in case of default by the Postmaster-General in so doing after reasonable notice in writing from the Canal Company it shall be lawful for the Canal Company to execute on their own lands any necessary works for doing the same and the reasonable expense incurred by them in so doing shall on demand be paid by the Postmaster-General to the Canal Company :

- (7) Upon the expiration of the period of three years referred to in subsection (2) of this section or upon the completion of the construction of the railway whichever shall first happen the Postmaster-General shall fill up any shaft constructed on the said property of the Canal Company with such materials and in such manner as shall be reasonably approved by the engineer of the Canal Company and make good the surface of the said property and reinstate any buildings or structures on such property so far as the same shall have been interfered with or removed for the purposes of the works or operations of the Postmaster-General to the reasonable satisfaction of the said engineer :
- (8) The Postmaster-General shall indemnify and hold harmless the Canal Company from all claims and demands upon or against them by reason of the construction or failure of the railway or by reason of any act or omission of the Postmaster-General his contractors agents servants or workmen in connection therewith :
- (9) If any difference shall arise between the Canal Company and the Postmaster-General under this section such difference shall be referred to and settled by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the

application of either the Canal Company or the Postmaster-General and subject thereto the provisions of the Arbitration Act 1889 shall apply to such reference. A.D. 1913.

28. For the protection of the several premises described in the Fourth Schedule to this Act and for the benefit and protection of the respective owners as hereinafter defined of such premises the following provisions shall unless otherwise agreed in writing between the Postmaster-General and the owner be observed and have effect (that is to say):— For protection of certain properties.

(1) In this section—

The expression “the protected premises” means each of the premises described in the first column of the said schedule and includes any buildings and erections at any time existing thereon or forming part thereof and any vaults arches cellars works and structural conveniences on under or appurtenant to such premises and the subsoil under such premises and under such of the said vaults arches cellars works and conveniences as are beneath any public street road footway or place;

The expression “the owner” means in the case of each of the protected premises the several persons mentioned or described in the second column of such schedule in connection with such premises and includes the successors in title of those persons;

The expression “the prescribed distance” means in the case of each of the protected premises a distance of one hundred feet measured horizontally from any part thereof;

The expression “the engineer” means Arthur Cadlick Pain M.I.C.E. or failing him a competent engineer to be appointed by the President of the Institution of Civil Engineers:

(2) The Postmaster-General his contractors officers and servants shall not for any purpose whatever (save for the purpose of underpinning in accordance with the provisions of the section of this Act of which the marginal note is “Power to underpin buildings”)

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enter upon take use or interfere with either permanently or temporarily any part of the structure of the protected premises:

- (3) The Postmaster-General before commencing any work within the prescribed distance shall give to the owner not less than three weeks' notice in writing of his intention so to do accompanied by plans sections and specifications of all works proposed to be executed within the prescribed distance:
- (4) The engineer may from time to time inspect all works constructed under or for the purposes of this Act within the prescribed distance during the construction thereof and the Postmaster-General shall give the engineer all necessary facilities for such inspection and if in the opinion of the engineer the construction of such works or other operations in connection therewith of the Postmaster-General are attended with danger to the protected premises the Postmaster-General shall subject nevertheless to arbitration as hereinafter provided forthwith at his own expense adopt such additional measures and precautions as the engineer may require for the purpose of preventing damage or injury to the protected premises:
- (5) No shaft or trial boring shall be sunk in such position as will interfere with reasonable means of access to any entrance to the protected premises and in sinking any shaft within the prescribed distance for the purposes of this Act the Postmaster-General shall not without the consent in writing of the engineer (which consent shall not be unreasonably withheld) abstract any water from the soil surrounding such shaft and any water so abstracted shall be forthwith returned to the soil within such a distance from the point of abstraction as the engineer shall reasonably require:
- (6) Any underpinning or strengthening under the powers of this Act of any of the protected premises shall be carried out under the supervision (if given) of an engineer or architect to be appointed by the owner for that purpose and at the cost and risk of the Postmaster-General:

(7) Any difference which shall arise between the Postmaster-General on the one hand and the owner or the engineer on the other hand under the provisions of subsections (4) and (5) of this section shall be referred to and settled by a single arbitrator to be agreed upon between the owner and the Postmaster-General or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such reference :

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(8) The Postmaster-General shall on demand pay to the owner the reasonable costs and expenses of the engineer in respect of any services rendered by him in accordance with the provisions of this section.

29. For the further protection of the Tichborne Estate the following provisions shall unless otherwise agreed between the owner and the Postmaster-General have effect (that is to say) :—

For further protection of Tichborne estate.

(1) In this section the expression "the Tichborne Estate" means the premises now forming the estate in the metropolitan boroughs of Holborn and St. Pancras of which Sir Joseph H. B. Doughty Tichborne Baronet is tenant for life and the expression "the owner" means the said Sir Joseph H. B. Doughty Tichborne Baronet or other the owner or owners for the time being of the said premises respectively :

(2) The Postmaster-General shall not acquire any easement in nor construct any part of the railway through or under any property forming part of the Tichborne Estate and lying between Gray's Inn Road and Millman Street above an imaginary horizontal plane drawn through a point thirty-five feet below the surface of Doughty Street where the centre line of the railway as shown on the deposited plans crosses the centre of that street :

(3) When estimating under the provisions of the Acts incorporated with this Act the purchase money or compensation payable under this Act to the owner in respect of any easement or right acquired by the Postmaster-General in any subsoil or undersurface forming part of

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the Tichborne Estate no regard shall be had to any injurious affection which may be caused to the Tichborne Estate or any part thereof by reason of the execution of the works authorised by or the exercise of the powers of this Act but if any such injurious affection shall be caused by reason of the execution of such works or the exercise of such powers the owner shall thereupon be entitled to compensation in respect thereof under the provisions of the Acts incorporated herewith to the same extent (if any) as the owner would but for this enactment have been entitled to compensation under the said provisions Provided always that any claim so made for such injurious affection shall except as hereinafter provided be made within the period of two years from the commencement of the working of the railway and that any such claim and any claim made by the owner under the provisions of the section of this Act of which the marginal note is "Compensation for damage by working" shall except as hereinafter provided be referred to and determined by the same arbitrator and that such arbitrator shall be appointed in default of agreement by the President of the Surveyors' Institute on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

Provided also that if any substantial change is made in the weight or size of the rolling stock used on or in the method of working of any such part of the railway as aforesaid any claim for injurious affection to the Tichborne Estate caused by the working of the railway after such change has been made may be brought within two years from the time when such change is made and shall be determined by an arbitrator to be appointed as aforesaid.

For further protection of Howard de Walden Estate.

30. For the further protection of the Howard de Walden Estate the following provisions shall unless otherwise agreed between the owner and the Postmaster-General have effect (that is to say):—

- (1) In this section the expression "the Howard de Walden Estate" means the premises in the metropolitan borough of Marylebone of which the Right Honourable

Thomas Evelyn Baron Howard de Walden and Seaford A.D. 1913.
is the freeholder or tenant for life and the expression
“the owner” means the said Right Honourable
Thomas Evelyn Baron Howard de Walden and Seaford
or other the owner or owners for the time being of
the said premises respectively :

- (2) The provisions of the section of this Act of which the marginal note is “Power to take subsoil of public streets &c.” shall not apply to any subsoil forming part of the Howard de Walden Estate and situate beneath any cellar vault subway or other similar structure under any public street road footway or place but subject to the provisions of this Act the Postmaster-General may purchase or take and the owner shall sell an easement or right of using any such subsoil which the Postmaster-General may require for the purposes of this Act and the provisions of the Lands Clauses Acts with respect to lands shall subject to the provisions of this Act extend and apply to any such easement or right of user except that no such easement or right of user shall be deemed part of a house or other building or manufactory within the meaning of section ninety-two of the Lands Clauses Consolidation Act 1845 and that any question of disputed purchase money or compensation under this subsection shall be settled by arbitration in manner prescribed by the Lands Clauses Acts :
- (3) In constructing any part of Railway No. 1 by this Act authorised in or under any property forming part of the Howard de Walden Estate the Postmaster-General shall not acquire any easements nor construct any permanent works in any property forming part of the said estate and lying between Wells Street on the east and Marylebone Lane on the west at a higher level than that at which the tunnels of the said railway may be constructed under the powers of this Act :
- (4) When estimating under the provisions of the Acts incorporated with this Act the purchase money or compensation payable under this Act to the owner in respect of any easement or right acquired by the

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—

Postmaster-General in any subsoil or undersurface forming part of the Howard de Walden Estate no regard shall be had to any injurious affection which may be caused to the Howard de Walden Estate or any part thereof by reason of the execution of the works authorised by or the exercise of the powers of this Act but if any such injurious affection shall be caused by reason of the execution of such works or the exercise of such powers the owner shall thereupon be entitled to compensation in respect thereof under the provisions of the Acts incorporated herewith to the same extent (if any) as the owner would but for this enactment have been entitled to compensation under the said provisions Provided always that any claim so made for such injurious affection shall except as hereinafter provided be made within the period of two years from the commencement of the working of the railway and that any such claim and any claim made by the owner under the provisions of the section of this Act of which the marginal note is "Compensation for damage by working" shall except as hereinafter provided be referred to and determined by the same arbitrator and that such arbitrator shall be appointed in default of agreement by the President of the Surveyors' Institute on the application of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

Provided also that if any substantial change is made in the weight or size of the rolling stock used on or in the method of working the said part of Railway No. 1 any claim for injurious affection to the Howard de Walden Estate caused by the working of the railway after such change has been made may be brought within two years from the time when such change is made and shall be determined by an arbitrator to be appointed as aforesaid.

As to construction of
Railway
No. 1 under
Castle Street
East.

31. In constructing Railway No. 1 by this Act authorised under Castle Street East between Newman Street and Berners Street no part of the railway tunnel shall be constructed under the front wall of any building.

32. The following provisions shall apply with respect to any purchase money payable under the provisions of this Act to the Paddington Estate Trustees in respect of their interest in any part of or interest in the Paddington Estate acquired by the Postmaster-General under this Act (that is to say):—

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As to purchase money payable to Paddington Estate Trustees.

(1) In this section the expression “the Paddington Estate Trustees” shall mean George Tournay Biddulph Alexander Edward Thistlethwayte and the Honourable Thomas Henry Frederick Egerton the present trustees of the Paddington Estate or other the trustees for the time being of the said estate and their assigns and the expression “the Paddington Estate” shall include all hereditaments for the time being comprised in or subject to an indenture of lease dated the second day of July one thousand eight hundred and ninety-six and made between the Ecclesiastical Commissioners of the one part and John Cavendish Orred Walter Morshead and the said George Tournay Biddulph of the other part or in any renewal of the said lease or of which the Ecclesiastical Commissioners or the Paddington Estate Trustees may for the time being be either owners or lessees :

(2) Any such purchase money as aforesaid shall be paid by the Postmaster-General into the Bank of England to the credit of the Paymaster-General for and on behalf of the Supreme Court of Judicature to an Account to be entitled “In the Matter of the Post Office (London) Railway Act 1913 the Account of trustee lessees of the Paddington Estate Proceeds of sale of the trustee lessees interest” and it shall be lawful for the said Court upon the application of the Paddington Estate Trustees to order the said sum or any part thereof to be paid out to the Paddington Estate Trustees to be applied by them in or towards the discharge of any costs connected with this Act or incident to any proceedings having reference to this Act or of any incumbrances upon the Paddington Estate or in or towards laying out developing or improving any part of the Paddington Estate for building purposes or in or towards the payment of any land taxes payable by the Paddington

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Estate Trustees in respect of the Paddington Estate or any part thereof and the costs and expenses incidental to such taxes and the payment thereof or to or for such other purposes for the benefit of the Paddington Estate and of the interest of the Paddington Estate Trustees therein or in payment of such costs charges and expenses connected therewith as the said Court shall think fit and it shall be lawful for the said Court upon the application of the Paddington Estate Trustees to make any order for the investment of the said fund or any part thereof or for payment of the income thereof and any such order may be made either without the consent of any beneficiaries or with such consent as the said Court may require:

- (3) The last preceding subsection is not intended to and shall not relieve the Postmaster-General from bearing and paying all such costs charges and expenses as would have been payable by him if the purchase money referred to in the said subsection had been deposited in the Bank of England pursuant to the provisions of the Lands Clauses Acts and the Postmaster-General shall bear and pay the same notwithstanding anything contained in the said subsection.

For protection of
Hope-Edwardes
Estate.

33. The following provisions shall except so far as otherwise agreed between the Postmaster-General and the owner apply and have effect for the protection of the Hope-Edwardes Estate:—

- (1) In this section the expression “the Hope-Edwardes Estate” means the estate of which Herbert James Hope-Edwardes is or claims to be tenant for life in the parish of St. Marylebone and the expression “the owner” with reference to the Hope-Edwardes Estate means Herbert James Hope-Edwardes and includes his heirs sequels in estate and assigns owners for the time being of the said Hope-Edwardes Estate:
- (2) If the Postmaster-General shall purchase or take the surface of any land forming part of the Hope-Edwardes Estate otherwise than by agreement and shall at any time thereafter desire to sell the said land or any part thereof then sections one hundred and twenty-eight to one hundred and thirty-two of

the Lands Clauses Consolidation Act 1845 shall apply in relation to and for the benefit of the owner as if the said land or part thereof were superfluous lands within the meaning of those sections and as if in section one hundred and twenty-eight of that Act the words "unless such lands be situate within a town or be lands built upon or used for building purposes" were omitted and the Postmaster-General shall be deemed to be the promoters of the undertaking or the company as the case may be:

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(3) Only one tube of the railway shall pass under the premises occupied by Selfridge & Co. Limited and the railway where it passes under the said premises shall be at a depth of not less than sixty-five feet from the road level to the crown of the tunnel:

(4) If the Postmaster-General shall not acquire the surface of any of the properties numbered on the deposited plans 35 to 39 in the parish of St. Marylebone the provisions of the section of this Act of which the marginal note is "For protection of certain properties" shall apply to such property and the owner in relation thereto as if such property were included in the Fourth Schedule to this Act.

34. If the Postmaster-General shall require to take any easements under the premises of Debenham's Limited as described in the Fourth Schedule to this Act he shall give notice to treat for such easements within twelve months from the passing of this Act.

For protection of Debenham's Limited.

35. Nothing in this Act contained shall prejudice or affect any obligation of the Postmaster-General or right of the Eastern Telegraph Company Limited under any agreement between the Postmaster-General and the Eastern Telegraph Company Limited.

For protection of Eastern Telegraph Company Limited.

36. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions for the benefit and protection of Electra House Limited (in this section referred to as "the company") and for the protection of the buildings and premises known as Electra House and Tower Chambers Finsbury Pavement in the City of London of which and the subsoil beneath the same (in this section called "the protected

For protection of Electra House Limited.

A.D. 1913. premises") the company is or is reputed to be lessee shall unless otherwise agreed in writing between the Postmaster-General and the company be observed and have effect (that is to say):—

- (1) The Postmaster-General shall not (except for the purpose of underpinning) without the previous consent in writing of the company under their common seal take use enter upon or in any way alter or interfere with either temporarily or permanently any part of the structure of the protected premises:
- (2) No shaft shall be sunk or trial boring made within 100 feet of any part of the protected premises:
- (3) The railway where it passes through the subsoil of the protected premises and within 100 feet of any part thereof (in this section referred to as "the portion of the railway") shall only be constructed in accordance with plans sections and specifications previously submitted to and reasonably approved by the company or in case of difference settled by an arbitrator to be appointed as hereinafter provided Such plans sections and specifications shall be submitted to the company not less than twenty-one days before the commencement of the construction of the portion of the railway and if for fourteen days after their submission the company refuse or neglect to approve the same or to state their reasonable requirements in relation thereto they shall be deemed to have approved thereof No approval of any such plans drawings or specifications shall prejudice or affect the liability of the Postmaster-General to make good any injury or damage which may at any time be caused to the protected premises and if and as often as any such injury or damage to the protected premises shall arise from the construction of the railway the same may be made good by the company and the Postmaster-General shall repay to the company the amount reasonably expended by them in so doing:
- (4) If at any time either before or during the construction or after the completion of the portion of the railway it shall appear to the company that any works appliances or measures of protection are required to ensure the stability of the protected premises whether

the same be by way of addition to the protected premises or in connection with the works of the portion of the railway or in relation to the method of constructing the same the Postmaster-General shall subject nevertheless to arbitration as hereinafter provided carry out such works or take such measures of precaution as the company shall in writing reasonably require Any such works or measures of precaution as aforesaid as may have to be carried out on and in connection with the protected premises may be carried out by the company and the reasonable costs and expenses incurred by the company in connection therewith (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the company in or about such works or measures of precaution) shall be repaid by the Postmaster-General on demand:

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(5) The company shall be entitled by an engineer (in this section called "the engineer") to be agreed upon between the company and the Postmaster-General or failing agreement to be appointed by the President of the Institution of Civil Engineers to inspect the portion of the railway at all reasonable times during the construction thereof and the Postmaster-General shall on demand pay to the company the reasonable costs charges and expenses of the engineer in respect of any services rendered by him in accordance with the provisions of this subsection:

(6) Any difference which shall arise between the Postmaster-General and the company with reference to any matter arising under this section shall be referred to and determined by an engineer to be agreed upon or failing agreement appointed on the application of either party by the President of the Institution of Civil Engineers and such reference shall be in all respects under and in accordance with the provisions of the Arbitration Act 1889.

37.—(1) If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Postmaster-General

Period for completion of works and compulsory

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acquisition
of land.

for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

(2) The powers of the Postmaster-General for the compulsory purchase of land and acquisition of easements under this Act shall cease on the expiration of three years from the passing of this Act.

Provision as
to cellars
under streets.

38. Nothing in this Act shall authorise the Postmaster-General to enter upon take or use (except by agreement) any cellar or vault in or under any street belonging to or connected with any building unless the cellar or vault or the building with which it is connected is described in the deposited book of reference.

As to private
rights of way
over lands
taken com-
pulsorily.

39. All private rights of way over any lands which under the powers of this Act are acquired compulsorily shall as from the date of such acquisition be extinguished:

Provided that the Postmaster-General shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Land tax.

40.—(1) Any land tax assessed on the first day of January nineteen hundred and thirteen on any part of any lands acquired by the Postmaster-General under this Act shall as from the date of such acquisition be deemed to have been redeemed at the price and in accordance with the conditions provided by the Finance Act 1896 and the Land Tax Acts therein defined and from and after such date no sum shall be assessed or charged in respect of land tax on any part of such lands.

59 & 60 Vict.
c. 28.

(2) The Commissioners of Inland Revenue shall grant a certificate of exoneration from assessment to land tax of any lands so acquired by the Postmaster-General and that certificate shall be registered by the officer appointed for the registry of contracts for the redemption of land tax.

Land to be held
by Postmaster-
General in his
corporate
capacity.

41. Any lands acquired by the Postmaster-General under this Act shall be vested in and be held by him in his corporate capacity on behalf of His Majesty His heirs and successors for the purpose of the Post Office.

42. In this Act unless the context otherwise implies— A.D. 1913.

The expression “the railway” includes the railways ^{Definitions.}
subway and works authorised by this Act;

The expression “the purpose of the Post Office” has
the same meaning as in the Post Office Act 1908. 8 Edw. 7.
c. 48.

43. This Act may be cited as the Post Office (London) Short title.
Railway Act 1913.

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SCHEDULES.

FIRST SCHEDULE.

PROVISIONS OF RAILWAYS CLAUSES CONSOLIDATION ACT 1845
INCORPORATED.

Sections six to ten inclusive.

Sections fourteen and sixteen.

Sections eighteen to twenty-two inclusive and section twenty-four.

Sections thirty to forty-four inclusive.

SECOND SCHEDULE.

PROPERTIES OF WHICH THE SURFACE MAY BE TAKEN.

Where situate.	Numbers on Parliamentary Plans.
Parish and metropolitan borough of Paddington -	RAILWAY No. 1. 1 2 and 3.
Parish and metropolitan borough of St. Marylebone.	RAILWAY No. 1. 35 to 39 inclusive.
Parish and metropolitan borough of Paddington -	RAILWAY No. 2. 1 and 2.
Parish of St. George Bloomsbury metropolitan borough of Holborn.	RAILWAY No. 5. 29A 31 and 32.
Parish of St. George Bloomsbury metropolitan borough of Holborn.	RAILWAY No. 6. 31 and 32.
City of London - - - -	RAILWAY No. 11. 134.
Parish and metropolitan borough of Paddington -	SUBWAY. 70.

THIRD SCHEDULE.

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PROPERTIES OF WHICH PARTS ONLY MAY BE TAKEN.

Where situate.	Numbers on deposited Plans.
Parish and metropolitan borough of Paddington in the county of London.	RAILWAY No. 1. 1 2 and 3.
City of London - - - - -	RAILWAY No. 11. 134.
Parish and metropolitan borough of Paddington in the county of London.	SUBWAY. 70.

FOURTH SCHEDULE.

DESCRIPTION OF PREMISES AND PERSONS ENTITLED TO THE BENEFIT OF THE SECTION OF THE FOREGOING ACT OF WHICH THE MARGINAL NOTE IS "FOR PROTECTION OF CERTAIN PROPERTIES."

Description of Premises.	Persons entitled to benefit of Section.
Nos. 2 3 4 4A 5 6 7 45 46 47 48 49 50 51 to 58 Rathbone Place and 54 56 58 60 62 64 66 and 68 Oxford Street - -	} John Harcourt Chichester Evelyn.
Nos. 1A 2 to 6 39 40 to 43 Somerset Street Marylebone - - - -	
Nos. 28 to 52 (even numbers) Duke Street 3 4 19 20 22 to 26 Barrett Street Marylebone 6 and 7 Gees Court 1 to 19 (odd numbers) 27 and 29 James Street Marylebone 15 16 17 18 Gray Street - - - -	} Herbert James Hope-Edwardes.
Nos. 2 to 9 Bird Street Marylebone -	
Nos. 376 to 384 (even numbers) 398 to 410 (even numbers) and 412 Oxford Street - - - - -	
Nos. 1 to 6 Gray's Buildings South St. Christopher's Buildings Marylebone	

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Description of Premises.	Persons entitled to benefit of Section.
Nos. 236 238 240 242 244 246 Gray's Inn Road - - - - -	} The Hon. Rachel Anstruther-Gough Calthorpe.
Nos. 1 to 51 Calthorpe Street St. Pancras - - - - -	
Nos. 47 Gough Street 49 Gough Street and premises in Green Yard 54 and 56 Gough Street - - - - -	
Nos. 1 to 3 Pakenham Street St. Pancras 17 to 20 Wells Street St. Pancras premises in Blue Lion Yard premises between Phoenix Place and Gough Street - - - - -	
No. 82 Wood Street 25 and 28 Silver Street in the City of London - -	} Rose Amy Love Chillingworth. William Alfred Stearns. Charles Seward.
Nos. 18 20 22 24 30 32 and 34 Marylebone Lane Marylebone 14 to 20 Henrietta Street Marylebone 8 and 9 Vere Street 2 3 and 72 to 77 Welbeck Street premises on north side of Mill Hill Place from Welbeck Street to Wimpole Street - - - - -	} The Rt. Hon. Thomas Evelyn Baron Howard de Walden and Seaford.
Nos. 5 7 9 11 13 15 17 to 37 Wigmore Street 1 1A 2 89 90 91 Wimpole Street 31 to 37 Cavendish Square 10 to 15 Princes Street 1 1A 2 to 6 Audley House 13 13A 14 to 28 34 to 38 47 to 74 74A 75 76 77 77A 78 to 84 Margaret Street - - - - -	
Nos. 18 20 and 22 26 to 32 (even num- bers) and 19 to 31 (odd numbers) Great Portland Street Nos. 1 3 5 7 9 11 13 15 8 10 14 16 and 18 Great Titchfield Street - - - - -	
Premises on the west side of Marylebone Passage Nos. 1 to 8 Marylebone Passage premises in Marylebone Passage in rear of Nos. 16 and 17 Castle Street East Nos. 66 to 68 69 69A and 70 to 74 Wells Street 16 to 20 Castle Street East Marylebone 7 and 8 Market Place Marylebone 2 to 6 Margaret Court Marylebone 289 291 and 293 Regent Street - -	

[3 & 4 GEO. 5.] *Post Office (London) Railway Act, 1913.* [Ch. cxvi.]

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Description of Premises.	Person entitled to benefit of Section.
Nos. 295 Regent Street 1 6 to 11 12A 12 and 13 Henrietta Street Mary- lebone 1 Welbeck Street 1 to 6 Mill Hill Place 93 to 98 Wimpole Street Hall of Royal Society of Medicine at south-east corner of Wimpole Street and Henrietta Street 1 and 3 Wig- more Street 3 17 18 19 20 21 27 27A 28 29 30 Cavendish Square and 13 Holles Street - - - -	The Rt. Hon. Thomas Evelyn Baron Howard de Walden and Seaford Edward Paulet Powles Captain Gerald Montagu Augustus Ellis and Edward Horsman Bailey.
Corporation Buildings Crawford Passage and stables east thereof - - -	The Corporation of the City of London.
Nos. 11 12 and 13 Crawford Passage and 27 Ray Street - - -	
Nos. 29 30 and 31 Great Saffron Hill -	
London Central Markets - - -	
Snow Hill Police Station - - -	
Nos. 8 and 9 Giltspur Street - - -	
No. 23 Silver Street - - -	
Electra House Finsbury Pavement -	
Tower Chambers London Wall - -	
Salisbury House London Wall Finsbury Circus - - - - -	
London Wall House Finsbury Circus -	
Finsbury House - - - - -	
Nos. 59 and 61 New Oxford Street -	
Harcourt House Cavendish Square -	Robert Mickel and Thomas Mickel.
Nos. 1 to 5 and 22 to 29 Doughty Mews St. Pancras - - - - -	Sir Joseph H. B. Doughty Tichborne.
Nos. 1 to 18 and 39 to 54 Doughty Street	
Nos. 1 to 7 104 104A to 111 Guildford Street - - - - -	
Nos. 15 to 23 Brownlow Mews - -	
Nos. 123 to 137 (odd numbers) 137A and 137B Gray's Inn Road - - -	

A.D. 1913.

Description of Premises.	Person entitled to benefit of Section.
Nos. 92 to 118 (even numbers) Theobald's Road - - - - -	} The Trustees of the Bedford Charity.
Nos. 2 to 13 and 29 to 36 New North Street - - - - -	
Nos. 2 to 20 Harpur Street - - -	
Nos. 3 to 14 Harpur Mews - - -	
Nos. 13 to 41 (odd numbers) and 30 to 46 (even numbers) Lamb's Conduit Street	
Nos. 23 to 29 (odd numbers) and 34 Emerald Street - - - - -	
Nos. 1 and 3 Orde Hall Street - -	} The Trustees of the Will of the late Frederick George Underhay.
Nos. 2 to 22 and 27 to 31 (odd numbers) East Street - - - - -	
Nos. 2 to 7 Crawford Passage Farringdon Road - - - - -	} Charles Hugh Berners.
Nos. 12 to 28 Wells Street - - -	
Nos. 13 to 15 63 to 69 the Berners Hotel and the Hotel York Castle Street East - - - - -	
Nos. 12 to 14 and 56 to 66 Berners Street	
Nos. 1 to 19 77 78 81 84 and 85 Newman Street - - - - -	} The Ecclesiastical Commissioners and the Trustees of the Paddington Estate.
Nos. 72 to 78 (even numbers) Oxford Street - - - - -	
Nos. 78 to 82 Oxford Terrace 1 3 5 7 and 9 Sussex Gardens 1 to 14 and 16 Devonport Street 22 to 25 Devonport Mews 39 to 41 Bathurst Mews 6 to 9 Clifton Place 1 to 9 Sussex Place 1 to 9 Sussex Mews East 1 to 12 and 42 to 48 Gloucester Square 9 and 10 Stanhope Street 1 to 8 Little Sussex Place 1 to 12 Chester Place 31 to 48 Hyde Park Gardens Mews 1 to 4 26 to 36 and 39 to 46 Hyde Park Square 6 and 7 Clarendon Place 1 to 8 Clarendon Mews 13 14 16 18 and 20 Hyde Park Street 1 to 13 Albion Mews North 11 to 35 Albion Street 21 Albion Mews East 37A and 43 to 69A Connaught Street 5 6 7 and 10 to 30 Connaught Square Mews	

[3 & 4 GEO. 5.] *Post Office (London) Railway Act, 1913.* [Ch. cxvi.]

A.D. 1913.
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Description of Premises.	Person entitled to benefit of Section.
1 to 5 and 33 to 47 Connaught Square 6A 10 and 15 Frederick's Mews 7 to 12 and 14 Stanhope Place 3 to 9 and 12 to 17 Connaught Mews 70 to 90 (even numbers) Seymour Street 63 to 71 (odd numbers) Seymour Street Connaught House Residential Club Chariot Mews (Stables) Withers 1 to 19 (odd numbers) Edgware Road - -	The Ecclesiastical Commissioners and the Trustees of the Paddington Estate.
Nos. 1 and 2 Fitchett's Court "The Royal Mail" Noble Street 65 and 65A Holborn Viaduct and Albert Chambers Nos. 37 to 41 Snow Hill and 15 Addle Street in the City of London Nos. 32 to 38 85 to 95 (odd numbers) 96 97 and 104 to 123 Great Saffron Hill Holborn and warehouse in Castle Street and Onslow Street Holborn -	The Ecclesiastical Commissioners.
The blocks of premises in the occupation of Debenham's Limited bounded by Wimpole Street Henrietta Street Welbeck Street and Wigmore Street -	Debenham's Limited.
College of Preceptors Nos. 2 and 3 Bloomsbury Square - - - -	The College of Preceptors.
Nos. 11 to 33 Somerset Street - - -	
Nos. 2 to 8 19 21 to 23 and 26 to 32 Orchard Street - - - -	
Nos. 1 to 9 Tapnell Yard - - -	
Nos. 1 to 26 28 and Granville Chambers Granville Place - - - -	
Nos. 1 to 5 7 to 10 19 21 to 27 Portman Street - - - -	
Nos. 1 to 20 Portman Mews - - -	
Nos. 460 to 506 (even numbers) 510A 528 550 and 556 Oxford Street - -	William Henry Berkeley Viscount Portman.
Nos. 1 to 61 63 65 and 49A Bryanston Street - - - -	
Nos. 7 to 59 (odd numbers) Seymour Street - - - -	
Nos. 5 to 8 and 11 to 14 and Church of the Annunciation Old Quebec Street -	

[Ch. cxvi.] *Post Office (London) Railway Act, 1913.* [3 & 4 GEO. 5.]

A.D. 1913.

Description of Premises.	Person entitled to benefit of Section.
Nos. 1 to 6 Old Quebec Mews - - -	William Henry Berkeley Viscount Portman.
Nos. 7 to 17A 18 and 20 Great Cumberland Place - - - - -	
Nos. 8 to 30 (even numbers) Edgware Road . . . - - - -	
Nos. 43 45 47 to 52 54 56 58 60 62 and 64 Lamb's Conduit Street - -	
Nos. 1 to 18 Chapel Street - - -	
Nos. 19 20 and 21 Great James Street -	The Hon. the Trustees of Rugby Charity.
Nos. 1 3 5 7 to 24 26 to 40 (even numbers) Millman Street - - -	
Nos. 1 to 9 11 13 and 15 Great Ormond Street - - - - -	
No. 6 Long Yard - - - - -	
Nos. 2 4 6 8 and 10 Orde Hall Street -	

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