CHAPTER 43.

An Act to confirm an agreement made between the Pneumatic Despatch Company, Limited, and the Postmaster-General for the acquisition by the Postmaster-General of a certain tube running between St. Martin's-le-Grand in the City of London and Eversholt Street, in the Metropolitan Borough of St. Pancras, and for purposes connected therewith. [4th August 1922.]

22 & 23 Vict. c. cxxxvii. 27 & 28 Vict. c. cxxx. 35 & 36 Vict. c. clxxx.

WHEREAS by the Pneumatic Despatch Company's (Limited) Act, 1859, the Pneumatic Despatch Company's (Limited) Act, 1864, and the Pneumatic Despatch Company (Limited) Act, 1872, powers were conferred upon the Pneumatic Despatch Company, Limited (hereinafter referred to as "the Company"), to lay tubes, pipes, and other apparatus, and to maintain the same in and under any street in the Metropolis:

And whereas, under the powers conferred upon them by the aforesaid Acts, a tube was laid by the Company running from the junction of Newgate Street, St. Martin's-le-Grand, and Cheapside, in the City of London, westward beneath Newgate Street, Holborn Viaduct, Holborn, High Holborn, Broad Street, and High Street Bloomsbury, and thence northward beneath Tottenham Court Road, Hampstead Road, Drummond Street, and Seymour Street to a point near the North Western District Post Office in Eversholt Street in the Metropolitan Borough of St. Pancras:

And whereas under an agreement dated the thirtieth day of December, nineteen hundred and twenty-one, and made between the Company and the Postmaster-General (which agreement is set out in the First Schedule to this Act), the Postmaster-General agreed to purchase the portions of the said tube which are still subsisting (which portions are in this Act referred to as "the tube"):

And whereas it is desirable to confirm the said agreement and to make such provision as is necessary for enabling the said agreement to be carried into effect:

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:—

Confirmation of agreement and vesting of tube.

1. The said agreement is hereby confirmed and made binding and shall be carried into effect accordingly, and the tube and the subterranean space bounded by the outer part of the tube and all such rights and powers of the Company in relation thereto as the Postmaster-General may require in accordance with the terms of the said agreement shall, on the payment of the balance of the purchase money, by virtue of this Act, vest in the Postmaster-General.

Application of Telegraph Acts.

2. Any rights or powers vested in or exerciseable by the Postmaster-General under the provisions of the Telegraph Acts, 1863 to 1921, in respect of works of any kind whatsoever constructed under those Acts shall extend to and may be exercised by the Postmaster-General in respect of the tube vested in him under this Act.

Payment of expenses.

3. Any expenditure incurred by the Postmaster-General under this Act or under the said agreement shall be paid out of moneys provided by Parliament.

Short title and repeal.

4.—(1) This Act may be cited as the Post Office (Pneumatic Tubes Acquisition) Act, 1922.

(2) The enactments set out in the Second Schedule to this Act are, so far as they relate to the tube, hereby repealed to the extent specified in the third column of that schedule.

SCHEDULES.

FIRST SCHEDULE.

Preamble.

AN AGREEMENT made the thirtieth day of December, one thousand nine hundred and twenty-one BETWEEN THE PNEUMATIC DESPATCH COMPANY LIMITED whose registered office is at 11 Ironmonger Lane in the City of London (hereinafter called "the Company") of the one part and THE RIGHT HONOURABLE FREDERICK GEORGE KELLAWAY M.P. His Majesty's Postmaster-General (hereinafter called "the Postmaster-General") on behalf of His Majesty of the other part.

WHEREAS the Company was incorporated many years ago under the then Joint Stock Companies Act, 1856 with the object of

establishing in London and other parts of the United Kingdom improved means for the cheap rapid and punctual conveyance and delivery of despatches messages and parcels by means of tubes and pipes:

And whereas the Company obtained certain special Acts of Parliament shortly intituled the Pneumatic Despatch Company's (Limited) Act, 1859 the Pneumatic Despatch Company's (Limited) Act, 1864 and the Pneumatic Despatch Company (Limited) Act, 1872 (hereinafter shortly and collectively called "the special Acts") whereby powers were conferred upon the Company to lay tubes pipes and other apparatus and to maintain the same in and under any street in the Metropolis and for those purposes to open and break up any such street and whereby certain other privileges and rights were conferred upon the Company subject to terms and conditions in the special Acts set forth:

And whereas the Company many years ago laid or caused to be laid and are still the owners of a subterranean tube with certain fittings therein the internal dimensions of which are approximately four feet five inches to five feet in width and four feet in height the eastern terminus of which lies at or near to the junction of Newgate Street St. Martin's-le-Grand and Cheapside in the City of London and which tube thence runs westward beneath Newgate Street Holborn Viaduct Holborn High Holborn Broad Street and High Street Bloomsbury and thence northward beneath the Tottenham Court Road Hampstead Road Drummond Street Seymour Street and to a point in Eversholt Street near the North-Western District Post Office the position of which said tube in its existing state is delineated on the plan hereto annexed and thereon indicated approximately by red lines:

And whereas the Company has not for many years past worked the tube and the same is not now in working order and divers persons companies and local authorities have without the leave and license of the Company made breaches from time to time in the tube as originally constructed some of which breaches are indicated by breaks in the red lines on the said plan and have placed tunnels sewers drains and other things in such breaches and have placed electric lines and other things in parts of the tube:

And whereas negotiations have taken place between the Company and the Postmaster-General for the acquisition by the Postmaster-General of the portions of the tube which are still subsisting (approximately indicated by the said red lines on the said plan) which said portions in their existing condition are hereinafter referred to as "the tube":

And whereas such negotiations have resulted in the Agreement hereinafter set forth. Now this Agreement witnesseth that it is hereby mutually agreed between the Company and the Postmaster-General as follows :—

1. The Company will (subject to clause 5 hereof) sell free from incumbrances created by it and the Postmaster-General will purchase at the price of seven thousand five hundred pounds all the estate right title and interest whatsoever of the Company in the tube and in the subterranean space bounded by the outer part of the tube and all such powers rights and authorities in relation to the working and utilization maintenance repair and renewal of the tube whether statutory or otherwise as the Company shall with the assistance of the Act of Parliament hereby contemplated (hereinafter called " the proposed Act ") be able and shall be required by the Postmaster-General to grant or convey or assign to the Postmaster-General but the sale shall not include any rights which the Company may have in respect of portions of the tube which existed as originally constructed at the places indicated by the breaks in the said red lines on the said plan nor any claims for injurious affection to the tube in respect of breakages at such places.

2. The Postmaster-General having this day paid to the Company the sum of two hundred and fifty pounds (as the Company hereby acknowledges) the Postmaster-General shall have full liberty right and authority to take possession of the tube forthwith and to amend repair and use the same as he may think fit pending completion of the purchase but the Company does not guarantee vacant possession :

Provided always that as from the date at which the Postmaster-General takes possession of the tube as aforesaid the same shall stand at his risk in all things and the expense of complying with any notices served by the local sanitary or other authority shall be borne by him and he hereby agrees to indemnify the Company from and against all actions proceedings costs damages expenses claims and demands in relation to the possession amendment repair or user of the tube as aforesaid and from and against any rates and taxes that may be assessed or imposed on the tube or on the Company in respect thereof having regard to the fact that the tube is being used for the public service.

If the proposed Act shall receive the Royal Assent before the end of one thousand nine hundred and twenty-two the said sum of two hundred and fifty pounds shall be treated by the Company as a payment on account of the said purchase money

payable by the Postmaster-General and the Company shall be entitled to any interest that may accrue on the said sum in the meantime but if the proposed Act shall not receive the Royal Assent before the end of one thousand nine hundred and twenty-two the Company shall retain for their own benefit the said sum of two hundred and fifty pounds and any interest accrued thereon, and such sums shall be regarded as covering the Company's claim in respect of the interim use of the tube by the Postmaster-General including any unavoidable damage which may occur in the course of installing or removing the Post Office cables and the Postmaster-General shall forthwith (unless otherwise agreed) withdraw from possession of the tube and remove any apparatus placed by him therein and make good to the satisfaction of the Company any damage (other than unavoidable damage) done by him to the tube.

3. The purchase shall be completed and the balance of the said purchase money of seven thousand five hundred pounds paid within one calendar month after the proposed Act shall have received the Royal Assent and if the purchase shall not be completed within that period by reason of anything other than the Company's wilful default then after the expiration of such calendar month the Postmaster-General will pay interest on the balance of the said purchase money for the time being remaining owing after the rate of five pounds per centum per annum.

4. The tube having as aforesaid been broken into and things having been placed therein as aforesaid it is sold to the Postmaster-General in its existing state and subject to any obstructions existing therein and to all rights (if any) of the persons companies or local authorities making such breaches or placing such things as aforesaid and so long as the Company remain liable thereto but for no longer period subject to any obligations liabilities or claims which may be established by any public authorities or public utility companies whether arising from its present condition or under the provisions of the Special Acts relating to its construction maintenance user or otherwise. If any conveyance is required the Company shall not be required to give any covenant for title.

5. The Company shall not be called upon to prove its title or to furnish any abstract of its title but it will if so required and at the expense of the Postmaster-General furnish on or before the completion of the purchase a statutory declaration to be made by a director or other official of the Company that to the best of his knowledge information and belief there are

no debentures mortgages or other incumbrances affecting the tube and no agreements or deeds now in force relating to its user or granting any rights over or in respect of it to any other company or person and that an Agreement dated the third day of August one thousand eight hundred and ninety-nine made between the Company and the London Despatch Company Limited for the working of the tube by the latter company was cancelled under clause 10 of that Agreement and that the said latter company went into liquidation and was dissolved many years ago.

6. The Postmaster-General will forthwith promote and use his best endeavours to carry through a Bill in Parliament for obtaining an Act confirming this Agreement either with or without such modifications as may be agreed upon between the parties hereto and for vesting in the Postmaster-General the tube and subject to the provisions of this Agreement such rights and powers of the Company in relation thereto as the Postmaster-General may require and for empowering the Company to carry this Agreement into effect and if such Act shall not receive the Royal Assent before the end of one thousand nine hundred and twenty-two then this Agreement shall become ipso facto void and of non effect except as to the obligations of the Postmaster-General under clauses 2 and 7:

Provided always that neither anything herein contained nor the rejection of such Bill shall in anywise prejudice or affect the rights (if any) of the Postmaster-General to use the tube under the Telegraph Acts 1863 to 1921 for such consideration as may be determined under those Acts.

7. The Company shall at the expense of the Postmaster-General supply such information give such evidence and render such assistance in support of the application for the proposed Act as may be in its power and as may be required by the Postmaster-General. It will further take all necessary steps to pass any necessary resolutions of the Company's members.

8. The Company will as soon as reasonably possible after the Royal Assent to the proposed Act has been signified take all necessary steps for liquidating its affairs and effecting its dissolution.

9. This Agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be competent for either party to withdraw from the Agreement except as to clauses 2 and 7 hereof.

In witness whereof the Company has caused its common seal to be hereunto affixed and the Postmaster-General has hereunto set his hand the day and year first before written.

The common seal of the Pneumatic Despatch Company Limited was hereunto affixed in the presence of

L.S.

PERCY MORTIMER, MALCOLM R. AIRD, } Directors.
WM. B. PEAT, Secretary.

Signed by Sir George Evelyn Pemberton Murray K.C.B. the Secretary to the Post Office for and in the name and as the act of His Majesty's Postmaster-General by virtue of the power in that behalf conferred by the Post Office Act 1908 in the presence of

F. G. KELLAWAY
by
G. E. P. MURRAY.

T. M. BANKS,
General Post Office, E.C.,
Private Secretary.

Section 4.

SECOND SCHEDULE.

Session and Chapter.	Short Title.	Extent of Repeal.
22 & 23 Vict. c. cxxxvii.	The Pneumatic Despatch Company's (Limited) Act, 1859.	The whole Act.
27 & 28 Vict. c. cxxx.	The Pneumatic Despatch Company's (Limited) Act, 1864.	The whole Act.
35 & 36 Vict. c. clxxx.	The Pneumatic Despatch Company (Limited) Act, 1872.	The whole Act.