

Quartering regulations, 1917 for the quartering of troops in the United Kingdom, otherwise than in barracks or huts, during the period of the war, or for so long as the Army Council may direct.

Contributors

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Issued with Army Orders dated 1st June, 1917.

Gen. No. 16

3614

QUARTERING REGULATIONS,

1917

FOR THE QUARTERING OF TROOPS IN THE
UNITED KINGDOM, OTHERWISE THAN IN
BARRACKS OR HUTS, DURING THE PERIOD OF
THE WAR, OR FOR SO LONG AS THE ARMY
COUNCIL MAY DIRECT.



LONDON:

PRINTED UNDER THE AUTHORITY OF HIS MAJESTY'S STATIONERY
OFFICE
BY DARLING AND SON, LIMITED, BACON STREET, E.2.

1917.



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CANCELLED

Presented by
The War Office,

September, 1918.



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Issued with Army Orders dated 1st June, 1917.

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PREFATORY NOTES.

1. Quarters Regulations, issued with Army Order 448 of 1915, are hereby cancelled.

2. These Regulations will be valid for the remaining period of the war, or for so long as the Army Council may direct, subject to amplification or amendment by Army Order or otherwise.

3. No local instructions or memoranda purporting to explain the procedure in regard to the acquisition of accommodation are to be issued unless they have first been submitted to and approved by the War Office.

WAR OFFICE,

1st June, 1917.

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TABLE OF CONTENTS.

INTRODUCTORY.

	PAGE
Paragraph 1—Purposes for which accommodation is required ...	1
" 2—Selection of Areas	1
" 3—Methods of quartering	1
" 4—(1) Hiring; (2) Occupation under Defence of the Realm Regulations; (3) Occupation of Public Buildings and Railway Companies' property; (4) Billeting	1
" 5—Summary of principles	2

PART I.—FOR THE GUIDANCE OF TROOPS.

CHAPTER I.—GENERAL INSTRUCTIONS.

Paragraph 6—Initial course of procedure	2
" 7—Care to be taken not to commit War Department to terms	3
" 8—Unnecessary hirings to be avoided	3
" 9—Officers to make themselves acquainted with conditions of tenure	3
" 10—Premises to be given up when no longer required ...	3
" 11—Excessive use of gas, electricity, or water to be avoided	3
" 12—Responsibility for safe custody of keys	3
" 13—Frequent inspections during occupation; prevention of damage; responsibility for damage	3
" 14—Damage caused to Public Buildings; necessity for immediate settlement	4
" 15—Complaints to be promptly investigated	4
" 16—Commanding officers to give Quartering Committees prompt notice of intended vacation	4

CHAPTER II.—BILLETING.

GENERAL.

Paragraph 17—Troops not to be billeted if other suitable accommodation is available	4
" 18—Law and practice of billeting	4
" 19—Billets in time of emergency	5
" 20—Agency of police	5
" 21—Liability of keepers of victualling houses; meaning of the term "victualling house"	5
" 22—Liability of occupiers of other buildings	5
" 23—Offences in relation to billeting	5

CLASSIFICATION, RATES OF PAYMENT AND SERVICES TO BE RENDERED.

PAGE

Paragraph 24—Accommodation and food to be provided, services to be rendered and rates of payment; special instructions as to the rates	5
" 25—Officers who should be placed on lodging list instead of being billeted	6
" 26—When beds not necessary	6
" 27—Paillasses or mattresses in lieu of beds... ..	6
" 28—Additional services, payment for	6

SELECTION OF BILLETS BY POLICE.

Paragraph 29—Selection of buildings for billeting	6
" 30—Specially exempted buildings	6
" 31—Use of licensed premises	7
" 32—Poorer districts to be avoided	7
" 33—Numbers to be allotted in dwelling houses	7
" 34—Space to be allotted	7
" 35—Officers to be billeted near men, but preferably not in same building	7
" 36—Horses to be billeted near men	7
" 37—Police to consult Medical Officers of Health	7
" 38—Billeting notices not to be served by police till troops arrive	7
" 39—Soldiers not to be billeted in or near their own homes	8
" 40—Soldiers families not to reside with them in billets	8
" 41—Billets not to be used as stores and offices	8

ADDITIONAL ACCOMMODATION.

Paragraph 42—Necessary accommodation for stores and offices to be hired	8
" 43—Hut shelters for horses when stabling insufficient	8
" 44—Cooking arrangements	8
" 45—Latrines	8
" 46—Parking vehicles	8
" 47—Central dining rooms	8

REGIMENTAL CONTROL.

Paragraph 48—Bad billets	8
" 49—Complaints and appeals	9
" 50—Importance of arranging for rapid assembly	9
" 51—Practising rapid assembly	9
" 52—Inspection of kit and arms	9
" 53—Regular inspection of billets by company officers	9
" 54—Commanding officers to make themselves acquainted with feeding arrangements in billets	9
" 55—Payment for damage	9

METHOD OF PAYMENT.

Paragraph 56—Regular payments to be made	9
" 57—Payment to be made before troops leave. Exceptional cases	10

	PAGE
Paragraph 58—Small parties. Sufficient cash for payment ...	10
„ 59—Separate payments by different units ...	10
„ 60—Receipts to be obtained on Army Book 123.M, stamped if over £2 ...	10
„ 61—Payment to be made only to person providing the billet, not as an allowance to officers or men ...	10

TEMPORARY ABSENCE.

Paragraph 62—If absent for only two or three days, billet need not be relinquished ...	10
„ 63—If officer absent for more than three days, his baggage must be removed and billet relinquished ...	10

MANURE.

Paragraph 64—Horse-manure to be disposed of to the best ad- vantage ...	11
--	----

NOTICE OF DEPARTURE.

Paragraph 65—Notice to be given, if possible, before billets are relinquished ...	11
--	----

PART II.—FOR THE GUIDANCE OF QUARTERING COMMITTEES.

CHAPTER III.—MACHINERY IN COMMANDS.

Paragraph 66—Area Quartering Committees, Composition of ...	11
„ 67—Formation or Local Quartering Committees ...	12
„ 68—Main duties of Presidents of Area Quartering Com- mittees ...	12

CHAPTER IV.—SELECTION OF ACCOMMODATION.

Paragraph 69—Area Committees to keep schedules of available accommodation ...	12
„ 70—Points to be considered in selection of method of accommodation ...	13
„ 71—Necessity of considering arrangements not involving issue of allowances ...	13
„ 72—First consideration—Military efficiency, including strategical and tactical requirements, facilities for concentration, discipline and health ...	13
„ 73—Second consideration—Economy: billeting usually uneconomical except for very short periods or where small numbers only are involved. Economy not only of W.D. funds ...	14
„ 74—Third consideration—Interest and reasonable wishes of civil population ...	14
„ 75—Large buildings usually preferable to small; special procedure in acquiring public buildings; troops not to be billeted in unoccupied buildings ...	14
„ 76—Certain premises to be avoided ...	15
„ 77—Local Quartering Committees to obtain instructions from Area Committee ...	15
„ 78—Double assessment of damage to be avoided ..	15

CHAPTER V.—GENERAL INSTRUCTIONS RELATING TO ALL OCCUPATIONS.

	PAGE
Paragraph 79—Necessity for close administrative control; position to be reviewed periodically with the help of the loose-leaf registers of hirings	15
" 80—Co-ordination with other public authorities necessary; wants of Forage Committee, etc., to be provided ...	16
" 81—Importance of periodical review of all hirings ...	16
" 82—Condition of premises to be noted before entry; valuable furniture to be removed	16
" 83—Parts susceptible to damage to be covered up... ..	16
" 84—Periodical inspections to be made by President of Quartering Committee	17
" 85—Vacation of premises. Claims for damage. Meaning of "fair wear and tear." Keys. Disposal of Engineer fittings	17

CHAPTER VI.—HIRING UNDER FORMAL AGREEMENT.

Paragraph 86—Cases where rent exceeds £40 per month must be referred to War Office	17
" 87—If property belongs to a subject of an enemy State reference must be made to the War Office	17
" 88—Hirings not exceeding £100 per annum may be approved by Presidents of Area Quartering Committees	17
" 89—Preparation of agreements	17
" 90—If not possible to settle terms before occupation settlement must not be delayed for more than a few days	18
" 91—Rent to be assessed on basis of direct and substantial loss: this principle explained	18
" 92—In every case a War Department Valuer must certify that rent is assessed on loss basis, no other officer can assess rent	19
" 93—Where a "nil rent" is assessed, words "reasonable wear and tear and" to be struck out of agreement ...	19
" 94—Loose-leaf registers and agreements, noting and custody of	19
" 95—Claims for damage, etc., to be dealt with by the War Department Valuer; power to settle claims ...	20
" 96—Rates	20
" 97—When rent is approved, or revised, or ceases, Area Committee to notify Command Paymaster as well as Barrack Officer; payment of rent... ..	20
" 98—Water and light, claims for; taking of meter readings ...	20
" 99—Care to be taken that payment is not made for items already included in rent	21
" 100—Termination of hirings; notice to quit; responsibility attaching to both Commanding Officers and Quartering Committees	21
" 101—Temporary relinquishment of hired premises ...	21
" 102—Insurance	22

CHAPTER VII.—OCCUPATION UNDER THE DEFENCE OF THE REALM REGULATIONS.

Paragraph 103—Power to take possession of property conferred on competent military authority; taking over of furniture	22
--	----

	PAGE
Paragraph 104—Reference must be made to War Office in every case, and, when applying, information under eight headings must be furnished	22
" 105—An agreement must never be completed when these powers are exercised	23
" 106—In all cases where liabilities exceed £40 per month, War Office will consider whether Defence of Realm Regulations should be applied... ..	23
" 107—Owners to be warned of the power before application is made to War Office; details of information to be sent to War Office... ..	23
" 108—Claims for compensation to be submitted with valuer's report to Royal Commission	23
" 109—Limits of Royal Commission's jurisdiction defined...	24
" 110—War Office letter conveying decision to be dealt with in same way as agreements	24
" 111—Notice of termination; necessity of informing the owner of vacation	24
" 112—Administrative control; loose leaf registers to be kept; questions of re-instatement to be referred to Commission	24
" 113—Advances on account in respect of re-instatement claims, where question has been reserved by Commission or where premises are vacated before claim has been dealt with by Commission	24
" 114—Rates; procedure fully explained	25
" 115—Insurance; obligation of owner to insure remains unaffected by temporary occupation; instructions in detail	26

CHAPTER VIII.—OCCUPATION OF BUILDINGS BY ARRANGEMENT WITH PUBLIC AUTHORITIES AND RAILWAY COMPANIES.

Paragraph 116—Special procedure for this type of accommodation; necessity for a conference when requirements are large	27
" 117—Public Educational Buildings in England and Wales; consent of Board of Education and Local Authority required; procedure for obtaining (a) elementary schools not required for part of a Military Hospital, (b) other Educational Institutions; and Elementary Schools required for Hospital purposes	27
" 118—Schools and Educational Institutions in Scotland; procedure to be followed	28
" 119—Cost of accommodating children displaced from schools to be considered; evacuation of schools ...	29
" 120—Poor Law Institutions and Infirmaries under Local Authorities; procedure to be followed	29
" 121—Asylum Buildings; reference to be made to War Office in each case	29
" 122—Immediate Assessment of damages to Public Buildings; credit where permanent improvements are affected; nett amount to be agreed upon between War Department Valuer and Local Authority; necessity for immediate recovery in respect of wilful damage	29
123—Occupation of Railway Companies' property ...	30

LIST OF APPENDICES.

A—Extract from terms of reference to the Defence of the Realm Losses Commission	30
B—Circular letters containing general settlement between War Office and Board of Education as to occupation of educational buildings	31
C—Circular letters containing general settlement between War Office and Local Government Board as to occupation of Poor Law Institutions	34
D—Note on the military occupation of Asylums	41
E—Particulars of accommodation and food to be provided in billets and the rates of payment. (Subject to variation)	42
F—Army Council instructions relating to military occupation of Railway Companies' property	44

INTRODUCTORY.

1. These regulations govern the provision of accommodation in the United Kingdom additional to that provided by barracks, hutments, War Department buildings, or canvas. The accommodation in question is that for troops, hospitals, stores, animals, or any other necessary military purpose.

2. The selection of areas for stationing troops is governed by considerations of strategy, convenience of training, ready concentration, the health of the troops, and by the necessities of discipline and economy.

3. The methods of quartering troops dealt with in these regulations fall into four distinct groups:—

- (1) Hiring buildings under formal agreement.*
- (2) Taking possession of buildings under the Defence of the Realm Regulations.*
- (3) Occupying schools, Poor Law institutions, asylum buildings, railway property, etc., by arrangement with the Government Departments, Local Authorities, and Railway Companies concerned.
- (4) Billeting, which may be either (a) for accommodation only, or (b) for accommodation and subsistence.

4. These four methods are entirely distinct from one another, and the distinction must be strictly observed both in official correspondence and in negotiations with occupiers. The improper use of technical terms, *particularly of the word "billeting,"* leads to confusion, legal complications, and often waste of public money. They may be further defined as follows:—

(1) Hiring is a mutual agreement arranged by negotiation between an occupier of property and the military authority; the agreement should be in writing, signed by the parties, and there are approved forms (A.F. W 3005 for England and Wales, and A.F. W 3005A for Scotland) for the purpose.

(2) Possession under the Defence of the Realm Regulations is a statutory act, involving no agreement of any sort between the parties; the question of payment to the occupier from whom possession is taken is considered subsequently and adjudicated by the Defence of the Realm Losses Royal Commission.

(3) The occupation of Schools, Poor Law Institutions, and Asylums is effected under special procedure, which has been arranged between the War Office and the Board of Education (or Scotch Education Department), the Local Government Board and the Board of Control respectively, and is set out in paras. 116 to 122. The other methods of securing accommodation may not be applied to such buildings.

* NOTE.—The term "hired buildings" or "hired premises" where used in a general sense in these Regulations should be read as including premises taken under the Defence of the Realm Regulations.

Broadly speaking, payment is based upon the net extra expenditure caused to the Local Authority concerned through the War Department occupation. (For particulars see Appendices B, C and D.)

The occupation of Railway Companies' property is dealt with in A.C.I.'s 2179 and 2430 of 1916, of which copies are printed in Appendix F., together with a copy of A.C.I. 759 of 1916 relating to damage to railway property.

(4) Billeting is effected by the exercise of statutory powers contained in Sections 102-111 and 119-121 of the Army Act and in the Second Schedule to that Act; subjects of the King are under a statutory obligation to furnish billets, when properly called upon, and they are entitled to payment at statutory rates; in no circumstances is payment at more or less than the statutory rates to be offered.

5. The following is a brief summary of the principles of action laid down in these regulations:—

- (a) A carefully organised administrative machinery to be maintained in all Commands:
- (b) Accommodation for troops to be selected and occupied in the most economical manner practicable.
- (c) Billeting to be avoided as much as possible, especially billeting with subsistence.
- (d) Unoccupied buildings to be utilised in preference to others, and to be taken by agreement or under the Defence of the Realm Regulations, and *not under billeting notices*.
- (e) Rents to be assessed on the basis of direct and substantial loss, and not at the rate at which the premises would be offered in the open market.

PART I.—FOR THE GUIDANCE OF TROOPS.*

CHAPTER I.—GENERAL INSTRUCTIONS.

6. When it is desired to accommodate troops in any locality, application should be made by the Officer Commanding the unit, either direct or through the Local Quartering Committee, to the President of the Area Quartering Committee concerned stating the accommodation required, the contemplated period of occupation, and the governing circumstances.

* NOTE.—Officers commanding should also have a general knowledge of the instructions in Part II., Chapters III. to VIII.

The President will thereupon decide on the most economical method of providing the necessary accommodation compatible with military requirements, and, after informing the Local Municipal authorities of his proposals, he will allot the hirings or billets as the case may be. In the case of small parties to be billeted in isolated districts, it will be sufficient for him to warn the police of the requirements.

7. **In no case** will any arrangement, either verbal or written, as to terms be made by the officer of a unit with the owner of the premises which it is proposed to acquire.

In this connection it should be noted that if an owner in response to a request quotes terms for the occupation of his property, and the War Department thereupon enters into occupation without dissenting from the terms quoted, there is a risk that the War Department may be committed to paying according to those terms even although not embodied in an agreement.

8. Care will be taken that public funds are not committed in any way to hirings which are not really necessary. Officers concerned must foresee and intimate their requirements in good time if over-hasty hirings with serious loss to public funds are to be avoided. Responsibility for administrative fault of this kind will be brought home to those concerned. Cases of premises taken but not used, or only partially used, will be reported to Command Headquarters.

9. When officers take over hired buildings upon vacation by other troops, they will make themselves acquainted with the conditions of tenure, ascertaining especially what notice it is necessary to give to terminate the hiring.

10. Care must also be taken to ensure that as soon as any change occurs in the circumstances which made any given occupation necessary, the question of the discontinuance of the occupation should be carefully borne in mind. This is specially liable to be overlooked in the case of storehouses and recruiting offices. The responsibility for this should be made clear.

11. Officers commanding are responsible that the use of gas, electricity, and water in hired premises or public buildings occupied by troops is not excessive, and that unnecessary fittings are removed and plugged. They must also ensure that gas or electric light is turned off at the proper time, and that gas is not used for warming or cooking without authority from Command Headquarters.

12. The officer in command of troops in occupation of a house or public building is responsible for the safe custody of the keys, and for delivering them up on vacating the premises.

13. During the military occupation it is the duty of regimental officers to inspect their men's accommodation very frequently, and to report immediately all cases of wilful damage for disciplinary action.

The troops should be reminded of the necessity for avoiding damage by the occasional publication of an order on the subject in Divisional, Station, and Regimental Orders. The form of poster (A.F. W. 3527) which has been approved for drawing the attention of the troops to the prevention of damage will be supplied to all hired premises. Commanding Officers will ensure that these posters are fixed in prominent places.

Immediate steps will be taken to bring the damage home to the individuals concerned, who may be required to pay for such damage. Failure on the part of Commanding Officers to take reasonable action on these lines renders them pecuniarily liable for the damage.

14. The settlement of damages caused to public buildings such as Schools, Poor Law Institutions, Asylums, etc., is a matter of special difficulty, as the actual charges for repair are only put forward in the Civil Accounts at a later stage. The Medical Officer in charge of the Hospital (or the Officer Commanding the troops, as the case may be) must therefore take steps to assess against the troops at the time the estimated value of any damage of a wilful or negligent kind. These officers are personally responsible for this as stated in paragraph 13 above.

15. Complaints, whether by soldiers or by owners of premises in military occupation, must be promptly investigated.

16. *Termination of hirings.*—Attention is drawn to the great importance of ensuring that prompt notice of termination is given when hired buildings are to be vacated. Failure by Commanding Officers to notify Quartering Committees results in expense to the public, for which the officer concerned may be held personally responsible.

CHAPTER II.—BILLETING.

(NOTE.—Special attention is drawn to the definition of billeting in para. 4.)

General.

17. In times of emergency, when troops cannot be accommodated in permanent or temporary barracks, hired buildings or tents, they will be billeted. For occupation for long periods, endeavours should always be made to hire large buildings economically, rather than billet troops in private dwelling-houses.

18. The law of billeting is contained in Sections 30, 102 to 111, and 119 to 121 of the Army Act, and in the Second Schedule to that Act, Parts I. and II.

Additional instructions are given in the Mobilization Regulations, Appendix I, and in Army Orders and special letters issued from time to time by the War Office.

19. In times of emergency duly declared by proclamation and in special orders, billets are demanded on Billeting Requisitions (Army Form B 2084), which must be signed by a General or Field Officer and presented in all cases to the Chief of Police.

20. *Agency of Police.*—The Police alone have the power to detail and order the provision of billets, and this order is made by the Chief of the Police (as Billet Master) on Army Form B 55.

21. *Liability of keepers of victualling houses.*—All keepers of victualling houses are liable at all times to provide billets under the provisions and limitations of Sections 104 and 105 of the Army Act for all officers and soldiers of the regular forces and for their horses, and for any part of His Majesty's forces, in times of emergency, under Section 108A.

The term "victualling house" includes not only licensed inns and hotels, but also temperance hotels and similar establishments, the proprietors of which ordinarily receive without discrimination any traveller who is willing to pay a price adequate for the accommodation provided, and is in a fit condition to be received.

For the purpose of billeting horses, livery stables, *i.e.*, stables in which a person carries on the business of taking in horses to board or to bait or of letting horses out to hire, are included in the term "victualling house," whether or not the proprietor also carries on business as an innkeeper or hotel-keeper.

22. *Liability of occupiers of other buildings.*—In times of emergency when the Territorial Force is embodied the same liabilities and requisitions apply to occupiers of all public buildings, dwelling houses, warehouses, barns and stables, as well as to keepers of victualling houses. (*See para. 30.*)

23. *Offences in relation to billeting.*—The law of offences and their punishment is laid down in Sections 30 and 109—111 of the Army Act.

Classification, Rates of Payment, and Services to be rendered.

24. The accommodation and food to be provided, the services to be rendered, and the rates of payment for billets are set out in Appendix E. Attention is drawn to the notes in this appendix. It should be noted, however, that the amounts of food to be provided and the rates of payment are subject to variation. As regards the application of the rates, the following points should be noted:—

- (1) *Class I rates (officers and soldiers).*—No attempt will be made to induce householders to provide board and lodging for soldiers on any other terms than the statutory rates now prescribed.
- (2) *Class III rates (officers and soldiers).*—The rate under (a) of Class III is intended to apply to cases where an empty room in premises otherwise occupied is provided for accommodating troops. In cases where entire occupation of premises is required, possession will normally be obtained by hiring or (under due authority) by the exercise of the Defence of the Realm Regulations, and, in such cases, billeting notices will in no circumstances be served, *see* para. 75. The only exception to this rule is when it is certainly known that unoccupied buildings will only be required for a very brief period; it is for such cases that rate (b) of Class III is provided, and these should very rarely arise.
- (3) Similarly, stables for horses should normally be hired or taken under Defence of the Realm Regulations, instead of billeting being resorted to, but where very few horses are to be stabled, or only a brief occupation is contemplated, billeting will be preferable.

25. Attention is drawn to the rule that officers, not on consolidated pay, appointed to posts falling within the ordinary regulations governing accommodation in peace or of a stationary or permanent or quasi-permanent character should not be billeted, but should be placed on the lodging list, if quarters are not available, or hiring is impracticable or uneconomical. Officers on consolidated pay in similar circumstances should be left to provide their own accommodation.

26. The owners of large buildings, institutions, or of private houses in which troops are billeted at Class III. rates, should not be called on to provide food or bedding.

27. In billets at Class I. or Class II. rates paillasses or mattresses on the floor may be accepted in lieu of beds.

28. *Additional services.*—Where Class III. rates are paid and additional services are given (*e.g.*, heating), not provided for under (a) or (b) respectively of Class III., reasonable additional payments may be made, charged in accounts, supported by receipts.

Selection of Billets by Police.

29. *Selection of persons on whom billeting notices shall be served.*—Military officers should understand that they have no power to requisition any particular building, and that it lies with the Chief Officer of the Police alone to select persons on whom billeting notices may be served, and the convenience of such persons shall be regarded as far as possible.

30. *Specially exempted buildings.*—(a) The property of County Associations is not liable to billets.

- (b) Working Factories are not liable to billets, and must only be occupied with the consent of the owners on a hiring basis (*see* paras. 75 and 76).
- (c) Theatres, music-halls, and places of amusement, the owners of which would suffer considerable financial loss by their diversion from ordinary use, should be avoided if possible.

The following premises should not be utilised for billets without the full consent of the occupants:—

- (i.) Houses in which only women, with or without children, are living.
- (ii.) Houses of officers or soldiers who are absent on duty, and whose families are left unprotected.
- (iii.) Houses of female religious communities.
- (iv.) Bank premises.
- (v.) The house of residence of any foreign consul duly accredited as such.
- (vi.) Houses of Assistant Overseers and Rate Collectors, who conduct their official business from their private residences.

31. *Use of licensed premises.*—Licensed premises are generally undesirable for use as billets of long duration, and should be held in reserve for temporary emergency, such as the sudden arrival of additional troops.

32. *Selection of houses.*—The houses of substantial householders should be first utilised, and poorer districts should be avoided.

33. *Numbers to be allotted in dwelling-houses.*—In dwelling-houses not more than one man to every two rooms should be allotted, not including kitchens and offices. Occupants should not be deprived of the bedrooms they habitually use.

34. *Space allotted.*—In all billets in large buildings a minimum of 40 superficial feet and 400 cubic feet per man of space allowed should be aimed at.

35. *Billets of officers.*—The billets for officers should not be in the same building as those for the men, if it can be avoided, but should be provided conveniently near to the men.

36. *Horses.*—In billeting horses, stabling must be obtained close to the non-commissioned officers and men of the same unit, and, if possible, on the same premises. Horses tethered in fields are not billeted.

37. *Medical officers.*—Before proceeding to allot billets Chief Officers of Police should consult the Medical Officer of Health of the town or district.

38. *Serving of notices.*—On receiving intimation that troops are likely to require billets, Chief Officers of Police should prepare lists of available accommodation, but should not serve billeting notices (Army Form B 55) until the troops actually arrive.

39. Soldiers must not be billeted in their own homes, nor, without strong military reasons to justify it, in houses adjacent to their own homes.

40. A soldier's family must not reside with a soldier in his billet, unless such residence is of a purely temporary nature; if it is not purely temporary, billeting should cease, and family allowance should be issued.

41. *Limit of actual needs.*—Officers must be careful to demand only such billets as are actually required and can be at once utilised. The practice of taking over a large building and putting a few men into it and retaining the rest for stores and offices is forbidden.

Additional Accommodation.

42. *Accommodation for stores and offices.*—If it is desired to provide stores and offices, each case must be separately referred for sanction to the Headquarters of the Command, and if approved, the necessary accommodation, and no more, may be hired.

43. *Horses.*—In practice it is found that stabling for large numbers of horses is rarely available, and hut shelters have generally to be erected.

Applications for such, with regular estimates, must be submitted to the General Officer Commanding of the Command.

44. *Cooking arrangements.*—Where troops are billeted in large numbers, and there is an insufficiency of kitchen accommodation and cooking utensils, field kitchens should be constructed in addition.

45. *Latrines.*—If latrine accommodation is insufficient, field latrines must be constructed in convenient places up to a scale of four seats per 100 men. Proper sanitary arrangements must be made with the local authorities, including those for sewer connections, or for removal of excreta or urine.

46. *Vehicles.*—Arrangements should be made, if possible, to park all vehicles on open public spaces.

If it is impossible to park vehicles without using private land, the consent of the owners must be obtained, and land must, when necessary, be acquired under the usual procedure, and care should be taken to do as little damage to the land as possible.

47. *Dining rooms.*—Reasonable expenditure incurred by hiring premises for central messing is admissible. (See para. 73.)

Regimental Control.

48. *Bad billets.*—When billets are found to be unsuitable, insanitary, or infested with fleas, lice, etc., they should be vacated at once.

49. *Complaints and appeals.*—All appeals and complaints preferred by householders, &c., should be enquired into carefully, and every endeavour should be made to see that private interests have full consideration.

50. *Distribution of billets.*—In the distribution of billets the object aimed at should be to ensure the rapid assembly of sections, companies and battalions.

Alarm posts and assembly points should be selected.

51. *Rapid assembly.*—Arrangements should be made for the rapid assembly of the battalion or units.

52. *Inspections of kits and arms.*—The kits and arms and equipment of all soldiers should be so arranged that the men may be able to turn out in marching order, or as may be required, at a moment's notice.

53. *Ordinary inspections.*—The inspection of billets by company officers should be carried out with great regularity, special attention being paid to the state in which the bedding is being kept and the general cleanliness of the rooms set apart for the soldiers.

54. *The Commanding Officer and emergencies.*—The Commanding Officer should make himself thoroughly acquainted with the system of feeding in each company's billets, so that he may know what meal his men have last partaken of if called upon suddenly for some unexpected duty.

Arrangements should also be made whereby it may be ensured that the men can have some food to take with them if unexpectedly called out for duty.

55. *Damage.*—Wilful damage should be paid for and charged against the troops. Reasonable claims for unavoidable damage, if any, not due to fair wear and tear inevitable to billeting, may be settled by officers commanding units if the amounts are small. Exceptional cases should be referred. In the case of such exceptional claims, occupiers should be requested to state their claim in writing. The officer commanding should then give an acknowledgment to the occupier and forward the claim through the Headquarters of the Command for consideration, following the usual procedure for payment of claims for damage in peace.

Method of Payment.

56. *Payments.*—Although in accordance with the Army Act payment must be made every four days, *if required*, it may be found possible to arrange mutually for payment at a less frequent interval, *e.g.*, weekly, or in the case of public buildings even a longer period, but care should be taken to effect payment before the troops leave the premises, unless very exceptional circumstances render this impossible.

57. *Exceptional cases.*—In exceptional cases where payment cannot be effected before departure, occupiers should be instructed as to where application should be made. Payment in such cases will be made by the Regimental Paymaster of the unit concerned and for this purpose Army Book 123 M should be certified as to the number of billets occupied and the amount due. The address of the paymaster who will make payments will also be inserted on the form, which will then be handed to the occupier. It must be emphasised that only *very exceptional circumstances* justify failure to make due payment before a billet is vacated.

58. *Small parties.*—It is especially important that in the case of escorts and similar duties the N.C.Os. and men detailed should carry with them sufficient cash to pay for their billets. Attention is drawn to para. 1389 King's Regulations.

59. *Troops of different units.*—Where troops of different accounting units are accommodated in the same building, separate billeting forms must be used by each unit.

60. *Receipts.*—The greatest care should be taken to obtain receipts on Army Book 123M for all payments made, and all receipts will be forwarded as vouchers to the Company Pay and Mess Books. A stamped receipt (on Army Book 123 M) should be obtained in all cases where payments of sums of £2 and upwards are made.

61. Payment of billeting rates can only be made to persons on whom troops are actually billeted, and in no circumstances may they be issued as a personal allowance either to officers or men.

Temporary Absence.

62. If a soldier billeted in a dwelling-house or a victualling-house is temporarily absent on leave, or for any other reason, and his kit is left in the billet, so that it may be assumed that he is to return, the billet must be held to have been furnished during the period of absence, and must be paid for. Generally, when the absence is not expected to last for more than two or three days, it will be preferable not to relinquish the billet. If the billet is relinquished, a new billeting notice must be served by the Police before occupation is resumed.

63. (1) Where an officer proceeds on leave or temporary duty for any period up to, but not exceeding, three days, his baggage, etc., being left in the billet, and he returns upon expiration of his leave or duty the billet must be paid for, for the period of absence.

(2) Where however, the period of leave (or other absence)

exceeds three days, the billet must be formally relinquished, and arrangements made for storage of the officer's baggage. If this is not done, any liability for the retention of the billet will rest with the officer, and no payment will be made from public funds.

Manure.

64. *Horses.*—As the manure is the property of the Department, steps should be taken to dispose of it to the best advantage.

Notice of Departure.

65. Intimation of intended relinquishment of billets should be given in advance whenever possible.

PART II.—FOR THE GUIDANCE OF QUARTERING COMMITTEES.

In addition to the foregoing regulations, all Quartering Committees should make a special study of the following:—

CHAPTER III.—MACHINERY IN COMMANDS.

66. Each Command in the United Kingdom is divided up into definite Quartering Areas, for each of which there is a Committee called the Area Quartering Committee, with a permanent President, to supervise, co-ordinate, and be responsible for all arrangements in connection with the quartering of troops and acquiring accommodation for storage and other purposes in the Area, other than in Barracks and War Department Huts. The Committee, however, are not responsible for the actual provision of billets, which is in the hands of the Police.

The composition of the Area Committee is left to the discretion of the General Officer Commanding-in-Chief, but the War Department Valuer attached to the President must be a

member, and it is desirable so far as circumstances permit to include a R.E. Officer, a A.S.C. Officer, and a Sanitary Officer.

67. Formation or Local Quartering Committees as may be most convenient in view of the local military requirements will work under the general directions and supervision of the Area Committees for the areas concerned. The composition of a Formation Quartering Committee may depend on local circumstances, but will normally include an Engineer Officer, a Medical Officer, and the Quartering Officer from time to time of each Unit concerned, under the presidency of a Field Officer. The latter's appointment will be made by General Officers Commanding, who will be free to exercise their discretion without restriction in the selection of a suitable officer for the purpose. Generally speaking, officers with civilian experience in such matters should be selected.

68. *Main Duties of Presidents of Area Quartering Committees.*—(a) To advise on all matters relating to accommodation, whatever the military purpose it is to serve.

(b) To be in a position to produce schemes at short notice for quartering troops in any locality in the area over which the Committee operates.

(c) To be responsible for economy in quartering arrangements.

(d) To obtain the War Department Valuer's report as to assessment of rent, to draw up agreements, and to keep the complete detailed register of all hirings.

(e) To arrange with the C.R.E. or his representative for the necessary engineer services.

(f) To be responsible that a record is taken, by the W.D. Valuer or his representative, of the state of buildings, inside and out, when taken over. This record should be retained by him.

(g) To be responsible for issuing notices to quit, and arranging for immediate assessment and notification of dilapidations.

(h) To enforce compliance with quartering instructions.

(i) To make periodical inspections of all premises in military occupation in the Area.

CHAPTER IV.—SELECTION OF ACCOMMODATION.

69. To enable accommodation to be selected with proper regard to the principles in this chapter, every Area Committee

will keep, corrected to date, a schedule of all suitable accommodation for troops, hospitals, storage, &c., in the area, with its capacity, including—

- (a) Public buildings, such as schools, Poor Law institutions and asylums;
- (b) Large buildings, halls, rinks, &c. (showing whether in use or not).
- (c) Empty dwelling houses: in large towns, houses accommodating over 80 men each.
- (d) The number of available billets (obtained from Chief Officers of Police), with remarks as to whether scattered or conveniently close together.
- (e) Stabling.

A special note should be made when a building is suitable for central messing.

Remarks as to the water supply, sanitary conditions, etc., should be added.

The list of premises available for hiring should be compiled in consultation with the Local Police and Rating Authorities.

It is most important that the schedule be carefully compiled and kept up to date.

70. In the choice between the methods of accommodating troops the considerations to be kept in view are:—

- (1) Convenience of concentration, training, discipline, and health;
- (2) Economy of public funds;
- (3) The interests and reasonable wishes of the civil population.

71. With reference to para. 70 (2) above, it should especially be borne in mind that where Field Allowance becomes issuable (as in unfurnished houses), or where other personal allowances are issuable (*e.g.*, to a party of Nurses or Officers), the charge resulting to public funds is very heavy as compared with the cost of alternative arrangements, which should usually be possible, not involving the issue of such allowances.

72. The first consideration in the selection of accommodation is military efficiency. Strategical and tactical requirements, facilities for rapid concentration, and convenience for disciplinary supervision must be kept in view. The sanitation, not only of the actual premises proposed for occupation, but also of the neighbourhood in which they are situated, must be approved by a Medical Officer. If cooking, latrine, or ablution accommodation is insufficient, the practicability of making temporary arrangements for this purpose must be considered. Not less than 40 square feet of floor space and 400 cubic feet of air space must be allowed for each man's sleeping quarters.

73. The second consideration is economy.

(a) *Billeting with subsistence* is a costly arrangement, and it is therefore important to accommodate troops in hired houses, with central messing, in preference to billeting them with subsistence, where more than a small body of troops are concerned. In estimating the comparative cost of hiring and billeting, Quartering Committees and others should remember that the cost of additional cooking, latrine and ablution accommodation may have to be taken into account. But even when these expenses are added it will be found as a general rule that it is more economical as well as more convenient for purely military reasons, to hire instead of to billet with subsistence. In cases where hired houses are not obtainable, then billeting for accommodation only should be resorted to, a building or buildings being hired for central messing.

It is estimated that central messing, where practicable, in lieu of billeting with subsistence, should result in a saving of about £100 a month for each 100 men.

The authority of Command Headquarters must be obtained for billeting with subsistence, unless (a) the number of troops concerned is small, in which case the President of the Area Quartering Committee has power to sanction, however long the period, or (b) the period contemplated is not more than a few days, in which case the President of the Quartering Committee can authorise, however many troops are involved.

(b) It must be borne in mind that the economy to be aimed at is not solely an economy of War Department funds, but one of national importance generally, *e.g.*:—it would be bad policy to take over a farm building and consequently interfere with food production if any other alternative could be found.

74. The third consideration is the interests and reasonable wishes of the civil population. These must inevitably give way to military necessity, but the reasonable representations of local authorities and other public bodies should be respected and complied with as far as possible. The occupation of corn exchanges and other buildings in constant use for the purposes of local industry or commerce is to be avoided, if other suitable accommodation is available.

75. It is desirable in the first instance to take up all available accommodation in any large buildings which fulfil the conditions of paragraphs 72—74, especially if these are not already in use, and of any other unoccupied accommodation.

In this connection it should be noted that billeting in unoccupied buildings is not to be permitted unless in quite exceptional cases when troops are in occupation for only a few days. The proper course is to follow (1) or (2) of paragraph 3, according to the circumstances of the case. Large buildings, such as day schools or Poor Law institutions belonging to Local or other Public Authorities, will only be occupied in accordance with the special procedure prescribed in Chapter VIII.

In no circumstances should there be omission to obtain the previous authority necessary in these cases.

76. Certain classes of buildings must be avoided, such as—

- (a) Consecrated buildings and other buildings used solely for divine worship.
- (b) Boarding schools or colleges, and educational institutions with special equipment.
- (c) Factories or other buildings where the trade loss involved would be prohibitive.
- (d) Industrial schools and reformatories: also Homes for Waifs and Strays.

77. When troops are under orders to move into an area, the Local Quartering Committee will communicate immediately with the President of the Area Committee and ask for instructions.

78. It is generally desirable that troops arriving in an area should be accommodated, as far as possible, in quarters which have already been in military occupation, in order to avoid a double assessment of damage. But a change of troops may afford a convenient opportunity, of which advantage should in that case always be taken, of making more economical arrangements.

CHAPTER V.—GENERAL INSTRUCTIONS RELATING TO ALL OCCUPATIONS.

79. It is essential that close administrative control should be observed over all occupations whether for troops or for stores or other purposes, both at the outset before the Department is committed and also during occupation. General Officers Commanding will ensure that all available public accommodation is first used, including canvas when that is possible, before hirings, &c., are entered into. General Officers Commanding will take the opportunity afforded by the periodical notifications of Quartering Committees (Loose-leaf Register A.F. W.3582) (*see para.*

94), and by the quarterly returns showing how units are accommodated (Army Form W 3199), to review the position in the interests of economy. *E.g.*, it may be possible to vacate more expensive for less expensive accommodation, and it is probable that when a rent has been arranged for a tenancy which was expected to be short, it can be very considerably reduced if the tenancy is prolonged. Cases will arise in which it will be much more economical to accommodate by hiring, &c., rather than by billeting those concerned or by placing them individually on the lodging list: *e.g.*, the nurses attached to hospitals.

80. There is a certain danger of independent action being taken by different authorities to the detriment of the public interest. Quartering Committees must do everything possible to ensure a proper co-ordination if it should appear that, say, the Admiralty or the Ministry of Munitions are seeking for accommodation in districts where accommodation is also needed for the War Department, and assistance should be given to other Government Departments when called upon to do so.

The machinery of the Command quartering organisation is also to be used for providing for the wants of such bodies as the Forage Committee and the Wool Purchase Department, and similar organisations referred to in Army Council Instruction 290 of 1917.

81. It is important that all hirings should be subjected to periodical review and revision when necessary. An interval of more than 6 months should not be allowed to elapse without each individual case being carefully examined.

82. Before military occupation commences, a note must be made of the structural and decorative condition of the premises, and the owner must be asked to confirm the accuracy of the description by his signature. Wherever possible, a joint inspection by the Quartering Committee's representative and a representative of the Unit concerned should be made, and the state of repair should be agreed between these officers as well as between the War Department and the owner. It is desirable to arrange for the removal of valuable carpets, furniture, and fittings, which might give rise to a heavy claim for depreciation through military occupation. Where, however, a furnished or partially furnished house is taken for officers' accommodation, the furniture, except articles of a decorative or non-essential kind, should not be removed, but left in the rooms, the necessary depreciation upon termination of the tenancy being admitted as a public charge.

83. In cases where portions of the premises are especially susceptible to damage, such as valuable floorings, overmantels, or stair treads, these portions should be covered up in such a way as to prevent their receiving any damage.

84. Periodical inspection of buildings in military occupation should be made by the President of the Quartering Committee, or his representative, and cases where serious damage is being committed should be brought to the notice of Command Headquarters.

85. A final inspection must be made immediately before or after troops go out of occupation, and the structural and decorative condition checked with the note made before entry (*see para. 82 above*), so that a prompt settlement may be made with the owner, and the cost of any wilful damage charged against the troops. No hard and fast line can be drawn between fair wear and tear, for which compensation is not payable, and damage, for which compensation is payable, but it is to be noted that *Billeting Rates* cover fair wear and tear *due to occupation by troops* as distinct from a normal tenancy.

A War Department Valuer, or his representative, must be present at the marching-out inspection in order that the condition of the premises may be assessed.

It is important that the *keys* should be handed back to the owner or his representative, and a receipt obtained for them.

Vacated premises must be kept clean. The disposal of R.E. fittings, etc., should be considered in the light of the instructions in para. 101 (c). Where, however, R.E. fittings or fixtures are considered to be useless to the War Department on finally vacating, Command Land Agents and Valuers should endeavour to get the owners of the premises to take over such fittings, etc., at a valuation.

CHAPTER VI.—HIRING UNDER FORMAL AGREEMENT.

86. General Officers Commanding-in-Chief may authorise the conclusion of agreements on A.F. W 3005 for the hire of buildings in cases where the periodic payments assessed on the principles explained in the succeeding paragraphs do not exceed £40 per month.

All cases in which the anticipated payment exceeds £40 per month must be referred to the War Office with a report by one of the Command valuers before any agreement, verbal or in writing, is made. This also applies to cases where hirings made at rates above this figure are reviewed, and the revised compensation is still above the limit.

87. *Aliens*.—No agreement must be completed in respect of the property of a subject of an enemy State. All such cases must be referred to the War Office for instructions.

88. Provided the instructions contained in the succeeding paragraphs are observed, cases where not more than £100 per annum is involved may be approved by Presidents of Area Quartering Committees on the authority of Command Headquarters.

89. Formal agreements on A.F. W 3005 or W 3005A will be prepared by Area Committees (whenever possible in advance,

before troops enter into occupation), the necessary authority, as prescribed in paras. 86 and 88 above, being obtained before they are signed on behalf of the Secretary of State, and the Department must not be committed either by correspondence or verbally to terms until such authority has been obtained.

In this connection it should be noted that if an owner, in response to a request, quotes terms for the occupation of his property, and the War Department thereupon enters into occupation without dissenting from the terms quoted, there is a risk that the War Department may be committed to payment according to those terms even although not embodied in an agreement.

Similarly if a draft agreement is sent to the landlord for signature and is signed by him, there is a risk that the War Department may be committed to the terms of the draft agreement even although the latter is not signed on behalf of the War Department.

90. Where time does not allow of the preparation of agreements in advance, it will usually be possible to obtain possession by consent, the owner being informed that terms on the basis of making good any loss directly arising out of the military occupation of the property will be arranged as soon as possible. In no case should the settlement of terms be delayed for more than a few days after occupation, steps being taken to have the case referred to the Defence of the Realm Losses Commission if agreement cannot be reached. But, if the estimated payment exceeds £40 per month, the case must be referred to the War Office, by telegram if necessary, before possession is taken.

91. It should be clearly intimated to local owners or tenants (and agents representing them) that the War Department has power, under the Defence of the Realm Act, to requisition any premises in the United Kingdom without payment other than of amounts awarded (as an act of grace) by the Defence of the Realm Losses Royal Commission. The Commission's powers of award are limited to sums representing direct and substantial loss incurred and damage sustained by applicants, by reason of interference with their property or business in the United Kingdom, through the exercise by the Crown of its rights and duties in the Defence of the Realm.

In cases where local owners or tenants are prepared to come to terms with the local representatives of the War Department for the military occupation of their property on the basis of the actual loss sustained, the local military authorities have been authorised to conclude agreements for periodical payments not exceeding £40 per month. But this authority is only conferred in order to avoid the inconvenience and delay of applying compulsory powers and referring to the Royal Commission, when the other parties are prepared to accept agreements on this footing. Representatives of the War Department are not authorised to negotiate agreements on

ordinary terms of rental for use and occupation, nor to settle locally any such claims for amounts in excess of the direct and substantial loss inflicted on claimants by the military occupation.

The loss in such cases must be taken to be the amount (if any) which the claimants can reasonably prove that they would have realised from their property or business in war time, if their premises had not been occupied by the military authorities or other authorities responsible for necessary measures of national defence. Rent payable to a superior landlord, interest on invested capital, and standing charges for which an owner or tenant is liable (before he could secure any return from his property or business) are not to be reckoned (apart from the earning capacity of the property or business in war time) as "loss due to military occupation." Agreements on A.F. W 3005 provide for reinstatement (or payment in lieu thereof) by the War Department in respect of any dilapidations or damage due to the military occupation, having regard to the condition of the premises at the date of entry and such deterioration as would have occurred (by reason of fair wear and tear) if military occupation had not taken place. (See also para. 93.) They may also contain provision for the actual cost of additional services (e.g., in connection with heating apparatus, light, &c.) which it may in some cases be preferable to leave in the hands of the owners of the building.

92. No agreement on A.F. W 3005 should be completed on behalf of the War Department or passed for signature to the representatives of the other side, until a certificate has been signed by one of the expert agents or valuers of the War Department that the terms are in accordance with the instructions already issued for assessment on a basis of loss.

The point is emphasised that no Officer whatever, except a War Department Valuer, is empowered to assess rent or compensation or reinstatement claims for hired premises. If he does so, he is acting *ultra vires*, and is liable to be surcharged.

93. *Reinstatement Claims.*—In cases where a landlord is considered to suffer no direct and substantial loss, and no rent is paid in consequence, the words "reasonable wear and tear and" should be struck out of the agreement (page 1 of A.F. W 3005), and the Department should undertake the liability to reinstate damage without this exception.

94. Loose-leaf registers (A.F. W.3582) will be kept by the Area Committee showing all details of hirings.

Under the loose-leaf register system the preparation of more than two forms of agreement should not be necessary. One copy of the completed agreement will be passed through the Command Paymaster and Local Auditor to the officer in charge of barracks, for custody.

In the cases of hirings of over £100 per year, loose-leaf registers should be prepared in triplicate, one copy being retained by the President, one copy being sent to Command

Headquarters, and one to the War Office through Command Headquarters.

Loose-leaf registers for hirings *under formal agreement* of £100 per year and under need not be sent to the War Office.

95. All claims for repairs and reinstatements at the conclusion of the hiring will be made by the owner to the Area Committee, and the War Department Valuer will check them with the initial and final reports on the condition of the premises. Power to settle claims not exceeding £50 may be delegated to the Area Committee, but claims above that limit must be referred with the War Department Valuer's report and recommendations by the Area Committee to the Command Headquarters.

96. *Rates.*—See para. 114.

97. When a rent (a) is approved, (b) is revised, or (c) ceases to be payable in respect of a hiring, the President of the Area Quartering Committee will notify not only the officer in charge of barracks, but also the Command Paymaster.

Payment of rent will not be made regimentally, but by the Command Paymaster (claims being forwarded on Army Form P 1953, certified by the Officer i/c Barracks).

In cases where a notice is received from a superior landlord requesting payment to him and not to the W.D. landlord to whom rent is due under the agreement, payment should be suspended and the matter referred to War Office for instructions.

98. *Water and Light.*—Whenever it is decided to occupy any building, it is necessary that the Officer i/c Barracks should be informed with the least possible delay in order that he may be in a position to arrange for the supply of water and light, if necessary.

Agreements have in some cases being concluded under which the rent paid includes provision for light and water. It is accordingly important that all claims in respect of light and water should be brought into comparison with the agreements in order to avoid double payment. Army Forms P 1929 (Claim for Light) and P 1951 (Claim for Water) shall accordingly be certified that light and water are not included in the rent, where such is the case. The bills may, however, be certified by Officers Commanding and passed to Command Paymasters through the Officer i/c Barracks, who will countersign them, and Officers Commanding will take the necessary steps to secure that there is no waste.

On entry of hired premises meter readings will be taken by the Officer i/c Barracks or on his behalf, and the figures agreed with the landlord or his representative. Bills must be rendered and paid promptly to ensure that any discount allowable may be obtained. On vacation of a temporary hiring care will be taken that meter readings are taken and bills dealt with up to date of vacation.

99. Many agreements and also certain awards by the Defence of the Realm Losses Royal Commission provide for payments inclusive of such items as wages of caretakers, gardeners, heating of premises, etc. Care will be taken that separate payment is not made in addition, and that the services of these employées are fully utilised.

100. *Termination of hirings.*—In completing agreements, as short notice of termination as possible should be stipulated for, and if the landlord insists on the length of the notice being more than one month, the case must be referred to the War Office. No clause should be added to the Form (W 3005) which would prevent the tenancy being terminable on any particular date. Notice terminating a tenancy must be strictly in accordance with the terms of the agreement, and must be in writing, a copy being kept and the fact and date of posting being certified.

It is the duty of the Officer Commanding troops in possession to notify the Quartering Committee of the intended evacuation as soon as possible, and the Quartering Committee will immediately give the necessary notice to the landlord. Failure to give notice results in expense to the public, and the officer concerned may be held financially responsible.

It is also desirable that, whenever possible, an acknowledgment, in writing, of the receipt of the notice be obtained from the landlord.

101. *Temporary relinquishment of Hired Premises.*—Area Quartering Committees should consider as suitable occasions arise the practicability of arranging with owners for the temporary relinquishment of buildings hired or occupied under the powers of the Defence of the Realm Regulations (with consequent saving of rent or compensation), when troops vacate them; but are expected to re-occupy, *e.g.*, at the end of the camping season. While no hard and fast rules can be laid down, such cases should be carefully considered in the light of the following general instructions:—

(a) Ordinary houses should be given up and dilapidations dealt with at once (*see* para. 85 above), in view of the uncertainty of future requirements, and the possibility of damage being done to the houses while empty, and to avoid charges for rent or compensation during the vacant period. In exceptional cases, however, where the period of absence is brief, and re-occupation is certain, the premises may be retained, provided that if the postponement of reinstatement work cannot be arranged with the owner, the payment for the vacant period, together with the cost of one reinstatement, is likely to be less than the cost of two reinstatements. Generally, however, and in all cases of doubt, the tenancy should be terminated.

(b) Buildings on which a considerable expenditure has been

incurred in adaptation for W.D. purposes should be considered on their merits by the W.D. Valuers, having regard to:—

- (i) The amount of the payments being made under the agreement or under the award of the Defence of the Realm Losses Commission.
- (ii) The amount of expenditure incurred on adaptation, which would be lost on surrender.
- (iii) The possibility of rent or compensation on a loss basis being increased on future occupation.
- (iv) The possibility of the owner insisting on the W.D. removing works, fixtures, etc., and reinstating the premises to their original condition.

(c) With reference to para. 211, Regulations for Engineer Services, as amended by A.O. 269 of 1912, and also to para. 85 above, questions have been raised as to the desirability of arranging with owners to allow R.E. fixtures to remain on the premises during the period of vacation by the Department. The desirability of coming to such an arrangement must necessarily depend on local circumstances, and on the prospects of the buildings being again required by the Department. In general, however, there is no objection to making a small payment (not exceeding the direct and substantial loss suffered by the owner) in consideration of the fixtures, etc., being allowed to remain; but such payments should not, of course, exceed in the aggregate the sum that would be spent in removing the fixtures and then replacing them on re-occupation of the premises. Inventories of such fixtures should be made, and the right of final removal should be secured to the W.D., and the local military authorities should satisfy themselves that the fixtures, etc., will be properly treated during the period that they are out of W.D. custody. Formal agreements embodying the arrangements arrived at should not in ordinary circumstances be necessary, and the arrangements may be allowed to rest on the correspondence.

102. *Insurance of hired premises.*—(See para. 115.)

CHAPTER VII.—OCCUPATION UNDER DEFENCE OF THE REALM REGULATIONS.

103. It is provided by paragraph 2 of the Defence of the Realm Regulations that the competent military authority or any person duly authorised by him may take possession of any buildings or other property for the purpose of securing the public safety and the defence of the realm. This purpose includes the provision of accommodation for troops.

Where necessary, the furniture in a furnished or partially furnished house can also be acquired under the Defence of the Realm powers, and the last sentence of paragraph 82 applies to occupations under such powers as well as to ordinary hirings

104. This power is in no circumstances to be exercised without the sanction of the War Office being first obtained, through Command Headquarters.

In applying for War Office sanction, the information specified in paragraph 107 (a) to (h) should be given, the items being shown separately under the headings (a) to (h).

105. In no case where premises are definitely taken under the Defence of the Realm Regulations must an agreement be completed.

106. The acquisition of any premises for which the compensation would probably exceed £40 per month requires the authority of the War Office, who will, if necessary, authorise action under the Defence of the Realm Regulations.

107. In cases where owners stand out for terms which, in the opinion of the War Department Valuer, exceed the direct and substantial loss, they should be informed that the Defence of the Realm Regulations give power to take compulsory possession, and that if this power is exercised, the War Department will not be legally liable for payment of rent or compensation, but will refer the case to the Defence of the Realm Losses Commission, who will consider whether any payment of compensation, as an act of grace, should be made. They should be informed at the same time that, rather than exercise this power, the military authorities prefer to enter under agreement, in cases where the rent does not exceed £40 per month. If the owners still refuse to agree, the case must be immediately reported to the Command Headquarters, by telegram or telephone, stating:—

- (a) Name of owner, and general description of the property, and whether in use or not.
- (b) Number of troops to be accommodated, or other purpose for which building is required.
- (c) Weekly rent demanded.
- (d) Rate of compensation considered reasonable.
- (e) Date when possession is required.
- (f) Whether other suitable accommodation can be obtained.
- (g) Estimated approximate cost of engineer services required.
- (h) Whether furnished and, if so, whether furniture is required for W.D. use.

If action under the Defence of the Realm Regulations is recommended, these particulars will be forwarded (in cases of urgency by "priority" telegram addressed "Spacious") to the War Office through Command Headquarters, with the telegraphic address of the Quartering Committee concerned. The War Office decision will be communicated by telegram to Command Headquarters and to the Quartering Committee.

108. When possession has been taken under the Defence of the Realm Regulations, the owner must be invited to make a claim for compensation on the prescribed form. This claim

will then be forwarded to the War Office with a full report by the War Department Valuer for submission to the Defence of the Realm Losses Royal Commission for adjudication.

109. The Royal Commission is precluded by its terms of reference from considering claims in cases where the ordinary courts of justice are open to the claimant, *e.g.*, when premises have been occupied under a billeting notice or an agreement. The Commission further cannot hear a claim by a subject of an enemy State.

110. The War Office Letter conveying the decision of the Defence of the Realm Losses Commission will be dealt with in the same manner as agreements (*see paras. 94 and 97 to 99*).

111. There is no legal liability on the War Department to give notice of termination, but an intimation of the intention to vacate should, as a matter of courtesy and convenience, be given, in writing, as early as possible, and endeavour should be made to obtain from the owner an acknowledgment, in writing, of the receipt of this intimation. On vacation, the President of the Quartering Committee will inform the landlord that the premises have been vacated, and that he is at liberty to resume possession at once.

112. In other respects the ordinary procedure of administration laid down in these regulations will apply, *e.g.*, as to control of damage by the troops. Questions of reinstatement in these cases, however, have also to be referred to the Commission, and on the evacuation of the premises the necessary investigation and report will at once be made to enable this to be done.

113. (a) In cases where the question of reinstatement has been reserved by the Commission, to obviate hardship to applicants and loss to public funds after the vacation of buildings by the War Department, *ex gratia* advances may be made (subject (i) to a guarantee by the applicant that, in the event of the Commission awarding a sum less than the amount of the advance, he will refund the excess; and (ii) to the recommendation of one of the Department's expert advisers) of a sum not exceeding 75 per cent. of the amount which, in the opinion of the War Department's expert adviser, represents the actual cost of restoring the property to its condition at the time of entry by the military authorities. Such advances should not, however, be made in cases where buildings are damaged by fire or bombardment from guns or aircraft. It is anticipated that owners of property will thus be able to put repairs in hand, and that continuing charges for loss due to inability to reopen for business purposes will be obviated.

Where the total estimated cost of reinstatement amounts to over £500, W.O. authority should be obtained for the proposed advance. Where the cost of reinstatement does not exceed £500, the advance (with the exceptions noted below) may be approved locally and reported to the War Office when the

reinstatement claim is forwarded for transmission to the Commission.

(b) Where premises are vacated before the claim for payment for the military occupation has been dealt with by the Commission, *proposals* for an *ex gratia* advance in respect of dilapidations will be referred to the War Office with all necessary particulars, and will form the subject of a special application to the Commission: in these cases no advance should be made before the Commission's approval is notified to the local military authorities.

114. *Rates*.—The following instructions apply to rates on premises hired under temporary agreements or occupied under Defence of the Realm Regulations:—

(a) Ordinarily the rent includes rates (*see* A.F. W. 3005). The approximate amount of the rates should be ascertained for the purpose of assessing the loss. The owner's continuing liability for the rates should be made clear to him.

(b) As an exception, it is preferable to arrange a rent *exclusive* of rates in the case of merely potentially assessable property, *e.g.*, long empty premises, Sunday Schools, etc. In that case the reference to the rates in A.F. W. 3005 should be simply struck out: *no words should be added*.

(c) Where agreements have been made which do not embody the terms of Army Form W. 3005 as regards inclusion of rates in the rent, demand notes for rates will (*see* paras. 387 and 389, Supply, Transport, and Barrack Regulations, 1915) be forwarded to the Treasury Valuer through Command Headquarters, together with a certificate that the rent paid, the amount of which should be stated, does not include rates.

(d) When the rent is inclusive of rates, or the Defence of Realm Losses Commission's award includes rates, the local authorities should be notified of the fact, in order that application for rates may be made to the landlord.

(e) It is most important that the Officer in charge of Barracks, on being informed by the Quartering Committee, should notify the Treasury Valuer when a building of which the rent (or periodical payment under the Commission's award) is exclusive of rates is vacated, in order that he may cease making contributions in lieu.

(f) If in any case it comes to notice that the lessor, being liable for rates, refuses to pay them, the rates should be paid direct and deducted from rent due, in the case of agreements on A.F. W. 3005. In other cases, reference should be made to the War Office, payment of any rent due being suspended.

(g) The attention of War Department Valuers is particularly drawn to the fact that in preparing their recommendations with regard to the settlement of claims before the Defence of the Realm Losses Commission, the recommendations should be uniformly framed on the footing that the claimant is not to pay rates; and care should be taken that the fact

appears clearly on the face of the report. The only exceptions to this rule should be in those cases where only a *portion* of a farm, dwelling-house, or other property is occupied. In such cases it is desirable that the owner should continue to pay rates, in order that disturbance of the local assessment may be obviated.

(h) Cases have occurred in which Valuers have negotiated with local rating authorities for reduced assessments for premises in military occupation, the intention being to secure a proportionately reduced rent inclusive of rates. There are legal and other objections to such arrangements with rating authorities, and they should on no account be entered into.

115. *Insurance*.—As regards the insurance of premises temporarily occupied by the War Department (a) under hiring agreement (b) under the Defence of the Realm Regulations procedure, the general principle is that the obligation of a prudent owner to insure his property remains unaffected by the temporary occupation by the Department, and that expenditure so incurred is not ordinarily an item of direct and substantial loss arising from the military occupation.

As regards (a), the hiring agreements (Army Forms W. 3005 and 3005A) explicitly relieve the Department of liability for reinstatement of damage by fire, aircraft, or bombardment, and it is for the owner to effect such insurance as he may consider necessary.

As regards (b), it should be explained to owners when discussing the terms to be recommended to the Defence of the Realm Losses Commission, that the War Department will not accept liability for the above damage, and that policies of insurance against those risks must be taken out or continued by owners if they desire to protect themselves against the possibility of loss. In cases where increased fire insurance premiums are necessary to cover the greater risk caused by the Department's occupation, the additional premiums may properly be included in the claim (after due investigation, where necessary, by expert advisers, to whom the Army Council will refer as may be desirable). If, on the other hand, the premiums normally payable are not increased by reason of the occupation, they would not properly be included in the claim.

In the case of aircraft and bombardment risks, the insurance should be in all cases under the Government scheme, and where it is considered that repayment should be made of premiums against those risks, the amount will be limited by the Defence of the Realm Losses Commission to that which would be payable under the Government scheme.

In all cases where possession is taken of buildings for the purpose of the manufacture or store of explosives or substances

which would render insurance impossible, or the rate of insurance abnormal, liability for damage by fire, aircraft, bombardment, or explosion will be accepted by the Department concerned, and no insurance should be effected by the owner. In calculating compensation on the loss basis for the occupation of such premises, an allowance should be made in the Department's favour, equal to the amount that the owner would normally have expended on insurance against fire, aircraft and bombardment risks, if occupation of the premises had not been taken by the Department.

CHAPTER VIII.—OCCUPATION OF BUILDINGS BY ARRANGEMENT WITH PUBLIC AUTHORITIES AND RAILWAY COMPANIES.

116. When it is desirable to obtain accommodation in public buildings as indicated in paragraphs 3 (3), 4 (3), and 75, the instructions in this chapter must be carefully observed.

It is pointed out that, when the acquisition of public buildings on a large scale in a district is contemplated, more harmonious working and greater economy is generally effected if a conference is held with the local authorities concerned before any steps are taken.

117.—*Public Educational Buildings in England and Wales.* (See Appendix B.)

These include Public Elementary Schools, Secondary Schools, Technical Schools and Schools of Art, University Institutions and Training Colleges for Teachers. They are under the Board of Education; Public Elementary Schools and many of the others are also under the Local Education Authority, viz., the County Council, the County Borough Council, or in some cases the Municipal Borough Council or the Urban District Council. Lists showing these Authorities, with their addresses, have been supplied to General Officers Commanding-in-Chief, Home Commands.

Public Educational Buildings may not be occupied for military purposes without the consents of the Board of Education and (if under the Local Education Authority) of the Local Education Authority.

The procedure for obtaining these consents is as follows in the case of—

(a) *Public Elementary Schools which are required for any purpose other than as part of a Military Hospital.*

The Quartering Committee will report the circumstances in which it is proposed to use the premises to the General Officer Commanding-in-Chief, who if he approves the proposal will apply to the Local Education Authority for consent to their being so used. If the Local Education Authority have no objection to the proposal, it will be for them to obtain the consent of the Board of Education before giving up the building; and the consent of the Board will be intimated to the Command through the Authority.

There will be no necessity for the Command to communicate with the War Office, unless the proposal meets with opposition. In that case, if the difficulty cannot be solved by local negotiation and the Command considers it necessary that the proposal should be pressed, the case must be referred for instructions to the War Office.

(b) *Public Educational Institutions other than Public Elementary Schools; and Public Elementary Schools required as part of a Military Hospital.*

The consent of the Board of Education and, when necessary, of the Local Education Authority will be obtained through the War Office, who should be furnished by the Command with a statement of the circumstances in which it is considered necessary to obtain the use of the premises.

In both the cases (a) and (b) above, pending the receipt of the requisite consents, local negotiations must be strictly provisional.

118.—*Schools and Educational Institutions in Scotland.*—The following will be the procedure as regards the occupation of schools and educational institutions in Scotland, but it does not apply to Universities.

Any formal request for a particular school will be communicated direct by the Scottish Command Headquarters to the Scotch Education Department. On receipt of such request the Scotch Education Department will communicate direct with the School Board and with His Majesty's Inspectors. The final reply to the request, both on behalf of the School Board and the Department, will be addressed to the Scottish Command Headquarters by the Scotch Education Department. Unless it should be found absolutely necessary to do so, application will not be made for the use of higher grade or secondary schools.

If any building connected with a University in Scotland is required, application should be made to the Secretary of the University Court.

119. *On the occupation of schools generally.*—In considering the question of accommodating troops in schools, the additional cost which the Education Authority will have to meet for the temporary accommodation of the displaced children, and which will ultimately be recoverable from Army funds, should always be taken into account. The additional cost may be so heavy as to make it financially undesirable to take the school in any given case.

Premises occupied for the winter accommodation of troops must be evacuated as early as possible in the spring. If in any case it is proposed to retain them after the 15th April fresh applications for the appropriate consent must be made as long before that date as possible.

Quartering Committees will be responsible for giving notice in advance to the Command as soon as possible of the date of the evacuation of occupied premises, and the Command will immediately notify the School Authorities, so as to facilitate the resumption of the normal educational work at the earliest possible moment.

120. *Poor Law Institutions and Infirmaries under Local Authorities.* (See Appendix C.)

In all cases where either (a) the building is required for use as a military hospital; or (b) the cost of acquiring the premises is likely to exceed £40 per month; or (c) the proposal will necessitate finding accommodation for inmates to be displaced, application must be made to the War Office, intimating whether the Local Authority has any objection to the proposal, whereupon the War Office will communicate with the Local Government Board.

In other cases, the same procedure as that outlined in para. 117 (a) above, substituting "Local Government Board" for "Board of Education," and "Local Authority" for "Local Education Authority," will be followed.

121. *Asylum Buildings.* (See Appendix D.)
Public buildings, such as Asylums under the Board of Control, or buildings under the London County Council, must not be occupied without the consent of the Board or Council obtained through the War Office, and that of the local authorities.

122. It is important that damages to public buildings, such as those referred to in the above paragraphs, should be assessed immediately on vacation in the usual way.

If permanent improvements have been effected in connection with the military occupation, endeavours should be made to secure credit as a set-off, *e.g.*, if a periodical external painting has been carried out during the occupation *at War Department expense*, either by the authority or as a R.E. service, allowance should be made for the period in excess of the length of the War Department occupation.

It is important that a net amount should be agreed upon, if possible, between the War Department Valuer and the Local

Authority's representative. The amount will then be claimed by the Local Authority in their account with the War Department, supported by a statement by the War Department Valuer showing the amount agreed upon, or his assessment if an agreement is not reached.

Any necessary recoveries from the troops in respect of wilful damage must be made *immediately*.

123. The occupation of Railway Companies' property is dealt with in A.C.I.'s 2179 and 2430 of 1916, of which copies are printed in Appendix F, together with a copy of A.C.I. 759 relating to damage to railway property.

Although no separate payment is made out of Army Funds for the occupation of "above the line" property, Command Headquarters must refer to the War Office cases where the proposed occupation of such property would entail a loss to the Company exceeding £40 per month.

APPENDIX A.

Extract from terms of reference to the Royal Commission on Defence of the Realm Losses:—

THE LONDON GAZETTE, 2nd April, 1915,

WHITEHALL, March 31st, 1915.

Whereas We have deemed it expedient that a Commission should forthwith issue to inquire and determine, and to report what sums (in cases not otherwise provided for) ought in reason and fairness to be paid out of public funds to applicants who (not being subjects of an enemy State) are resident or carrying on business in the United Kingdom, in respect of direct and substantial loss incurred and damage sustained by them by reason of interference with their property or business in the United Kingdom through the exercise by the Crown of its rights and duties in the defence of the Realm:

Now know ye . . .

APPENDIX B.

Circular 892.

20th March, 1915.

BOARD OF EDUCATION,

WHITEHALL, LONDON, S.W.

Compensation for Military Occupation of School Buildings.

SIR,

1. The Board of Education have been in communication with the War Office upon the subject of the compensation to be paid in respect of the military occupation of school buildings. The Army Council have intimated that, in addition to bearing the cost of reinstating the school premises at the end of their military occupation, they are prepared to make good reasonable additional expenditure that may be necessarily incurred by Education Authorities, with the approval of this Board, in providing educational facilities elsewhere. By "additional expenditure" is meant the amount by which the expenditure of the Local Education Authority is increased by reason of the military occupation of the premises.

2. The Army Council under such an arrangement would not pay a rent to the Authority for the use of the school premises, and would not pay the loan charges upon them, but would pay the net extra cost incurred by the Authority in providing temporary premises, and this would include—

- (a) the initial cost of moving into the temporary premises and fitting them up for school purposes;
- (b) the rent paid for the temporary premises;
- (c) the final cost of moving back into the permanent school and reinstating the temporary school premises on vacating them and repairing damage to furniture and equipment;
- (d) any other additional expenses necessarily incurred by the Authority in the provision and maintenance of temporary premises, but application under this heading must be confined to expenses immediately due to the military occupation of the premises, and should not include those resulting generally from the state of war or from other causes.

3. In considering applications for compensation, the Army Council are precluded from making any allowance for the fact of compulsion being exercised, or for discomfort or inconvenience to persons displaced.

4. In the event of an invasion of this country, the arrangements for compensation indicated above would be inapplicable to properties taken over during such invasion.

5. Applications for compensation on the basis described above are admissible only when the expenditure incurred by the Authority in providing educational facilities elsewhere for the pupils displaced by the military occupation of the schools is approved by this Board. This approval should be sought before temporary premises are engaged; and the Authority, before making definite application to the Board for approval of any proposals, should notify them to H.M. Inspector, and if possible discuss the matter with him.

6. The military authorities in any future requisitions for school buildings will make no other arrangements for payment except those described in this circular. Of the school buildings which up to the present have been occupied by the military authorities some have been taken on hiring agreements, some under the Rules for Billeting, and some without any definite understanding as to the terms of payment. Where no definite arrangements have been made, or no conditions have been expressed, the payment will be determined upon the basis laid down in this circular.

7. It is not the intention of the Board to issue Forms to the Authorities for particulars of claims to be entered thereon, but each Authority should make out its claim in a form suited to the circumstances. A claim should relate to a school or to a group of schools affected by the occupation. It should set out the date and duration of the occupation, the conditions under which the occupation took place, the terms (if any) arranged for payment, and the payments made by the military authorities. It should describe the arrangements made for the temporary accommodation of the pupils elsewhere, and the terms on which temporary premises were obtained; and it should contain an account in sufficient detail to support the claim on one or more of the grounds mentioned in paragraph 2 of this circular. An Authority may at its option either hold back its claim until the military occupation of a school has ceased and the pupils have returned, or put forward during the occupation a claim for a payment by way of instalment on account. Any claims for payment of an instalment should in the first instance relate to the period ending 31st March, 1915, and should be sent as soon as possible after that date. All claims should at the latest be made within three months after the occupation of the school has ceased. Claims should be addressed to this office, where they will be examined before being passed to the War Office for decision.

8. The Army Council desire the Board of Education to state on their behalf that they recognise the readiness with which, since the declaration of war, Local Education Authorities, Governing Bodies, and Managers, whose buildings have been required for military purposes, have met the demands made upon them, and have co-operated with the local military authorities. They also acknowledge the liberality shown by

owners of other buildings who have placed them at the disposal of the Education Authorities for educational purposes either free of charge or in return for a payment considerably below their market value. Moreover, they fully appreciate the fact that the other premises to which a school is temporarily removed may often be much inferior in comfort, accessibility, and convenience, to those which have been occupied for military purposes, and that a considerable sacrifice is therefore made by the parents, scholars, teachers, and officers of Local Education Authorities who are affected by the change. The Army Council are confident, however, that this sacrifice will in future, as in the past, be made ungrudgingly, and, indeed, that all persons concerned will welcome this opportunity of contributing to the efficiency and welfare of the troops during this period of emergency.

The Board of Education feel sure that they may rely upon Local Education Authorities and Governing Bodies to frame with scrupulous fairness their claims for reimbursement of expenses, and to exercise every reasonable economy in making arrangements for the temporary accommodation of their schools.

I am, Sir,

Your obedient Servant,

L. A. SELBY-BIGGE.

To the Local Education Authority.

The Board of Education have given the following instructions to H.M. Inspectors in regard to the duties falling upon them under Circular 892:—

If you should entertain serious doubt whether to recommend approval of the sums proposed to be paid as rent for temporary premises, you may address yourself to the Chief Engineer of the Command, and ask him to direct the Land Agent of the Command to meet you and give you the benefit of his advice. The War Office are requesting the Commands to make arrangements for meeting requests of this kind from H.M. Inspector.

Attention is also drawn to War Office Letter Gen. No. 16/3247, dated 16th April, 1915, a copy of which should be in the possession of Quarters Committees.

APPENDIX C.

MILITARY OCCUPATION OF POOR LAW PREMISES.

LOCAL GOVERNMENT BOARD,

WHITEHALL, S.W.,

SIR,

31st March, 1915.

I am directed by the Local Government Board to state for the information of the Guardians that they have been in communication with the Treasury and the War Office upon the subject of the compensation to be paid in respect of the military occupation of premises belonging to Poor Law Authorities.

1. It has been agreed that the general basis of the arrangements shall be that the Army Council will make good any additional expenditure falling upon the poor rates as a result of the transfer of premises to the Military Authorities, but will not pay a rent to the Guardians for the use of their premises and will not pay the loan charges upon them. Thus, while no extra expense will fall upon the poor rates, no profit will be made out of the transaction. A similar rule will be observed as regards any agreements made for the reception of displaced inmates in institutions belonging to another Public Authority, and the Board will be unable to approve agreements made for this purpose unless their terms are such as to comply with this rule.

2. By additional expenditure is meant the amount by which the expenditure is increased by reason of the military occupation of the premises, and the items in respect of which repayment will usually be obtainable are those set forth in the Schedule appended to this Circular. All claims for compensation in respect of the military occupation of poor law premises should be addressed in the first instance to the Local Government Board, and should be supported by a detailed account.

3. In considering applications for compensation the Army Council are precluded from making any allowance for the fact of compulsion being exercised, or for discomfort or inconvenience to persons displaced.

4. In the event of an invasion of this country, the arrangements for compensation indicated above would be inapplicable to properties taken over during such invasion.

5. Agreements for the maintenance of inmates in institutions belonging to another Poor Law Authority, or for the hiring of premises, require statutorily the approval of the Local Government Board, and it will be necessary that any other arrangements made by the Guardians to vacate accommodation required by the Military Authorities shall be submitted for the like

approval. If this is not done the Board are unable to guarantee that compensation will be payable by the War Office in respect of any expense incurred in those arrangements. The Military Authorities will endeavour to give notice of their intentions in time to enable the Guardians to obtain this approval.

6. The arrangements for compensation detailed in this Circular will govern any future requisitions of Poor Law premises for military purposes, and any case in which, although the buildings have already been occupied, no definite arrangements have been made as to the terms of payment. In any case in which terms other than those contemplated in this Circular have been arranged before this date, and owing to unforeseen circumstances it becomes desirable to revise those terms, the revised agreement will be made upon the basis laid down in this Circular.

7. A claim for compensation may be held back until the Guardians have again occupied their own premises, or an interim claim for payment by way of instalment on account may be presented during the military occupation. Immediate advances can be made if necessary and should normally be obtained from the Headquarters of the Command. All claims should at the latest be made within three months after the military occupation has ceased. Claims should be addressed to this Office, where they will be examined before being passed to the War Office for decision.

8. The Board feel sure that the Guardians will frame their claims strictly in accordance with the principles laid down in this Circular, and will exercise every reasonable economy in making any temporary arrangements that may be required.

9. I am to add that the question whether existing contracts for the supply of provisions and other articles should be continued during the military occupation of the premises will be a matter for mutual arrangement between the Guardians and the Headquarters of the Command.

I am, Sir,

Your obedient Servant,

A. V. SYMONDS,

Assistant Secretary.

The Clerk to the Guardians.

SCHEDULE.

POOR LAW PREMISES IN MILITARY OCCUPATION.

1. Principal items in respect of which the Army Council undertake to meet additional expenditure:—

- (a) Rates, taxes and insurance
- (b) Cost of necessary adaptation, alteration, maintenance, repairs, and reinstatement of the occupied premises. (See 3 below.)
- (c) Cost of renewal, repairs and additions to furniture, bedding and equipment.
- (d) Remuneration payable by Guardians to officers, attendants and servants employed in or about the occupied premises.
- (e) Costs of fuel, lighting, washing and other necessities.
- (f) Costs of conveyance of inmates to accommodation temporarily provided for them, and of their return on the termination of the military occupation.
- (g) The additional cost (if any) of maintaining persons who would but for the military occupation have been relieved in the occupied premises.
- (h) Costs of equipment, of necessary structural alterations, and of reinstatements, of premises temporarily occupied by the Guardians.

2. Consumable stores taken over by the Military Authorities will be valued and the cost credited to the Guardians.

3. Where the adaptation, alteration or repair of the premises involves a considerable structural improvement, a credit of an amount to be agreed between the Guardians and the Military Authorities, or in default of agreement to be determined by the Local Government Board, will be given to the Army Council in the final settlement of the accounts.

Additional Circular Letter to Boards of Guardians.

LOCAL GOVERNMENT BOARD,

WHITEHALL, S.W.,

23rd March, 1916.

MILITARY OCCUPATION OF POOR LAW PREMISES.

SIR,

I am directed by the Local Government Board to state that in conjunction with the Army Council they have had under their consideration certain difficulties arising in the application of the general principle which has been adopted in regard to the payment of compensation by the Army Council in respect of poor law institutions which are wholly or in part made use

of for military purposes. In order to remove these difficulties and to minimise clerical work the procedure set out in this Circular will in future be adopted.

2. Shortly, the procedure will be as follows. The Army Council, while not paying a rent or making any contribution in respect of existing capital charges, will reimburse to the Guardians the whole of their necessary and authorised expenditure upon the occupied premises during the period of the military occupation, including the remuneration of all officers and servants employed during the military occupation in or about these premises. On the other hand, an account will be required showing how the cost of inmates displaced by the military occupation has been effected by their displacement, and the difference between the actual cost to the Guardians of those inmates and the cost which would have been incurred, had no military occupation taken place, will be debited or credited, as the case may be, to the Army Council. In future it will also be open to Guardians who have placed inmates in an institution belonging to another poor law authority to substitute for the agreement now in operation an agreement providing for payment at a flat rate per head per week approved by the Local Government Board.*

It is hoped that these modifications will materially reduce the labour at present involved in preparing claims for compensation and in settling the payments due under the existing agreements.

3. It may be convenient to illustrate the working of the new arrangement by reference to:—

(a) the case of a new institution not yet brought into use by the Guardians, the whole of which is converted into a military hospital;

* A convenient method of making this alteration will be to execute an endorsement upon the existing agreement in the following or a similar form—

The within written agreement shall be read and construed as if paragraphs (a) (b) (c) of Clause 3 and Clause 4 were deleted and in lieu of these the following paragraph were inserted as a new paragraph after paragraph (f) in Clause 3—

In respect of all other expenses incurred under this agreement by the Guardians of the receiving union on account of the said poor persons the Guardians of the sending union shall pay to the Guardians of the receiving union a sum calculated at the rate of per week on account of each of the said poor persons. The Guardians of the receiving union shall not less frequently than transmit to the Guardians of the sending union an account of the sum due under this paragraph and the sum so due shall be paid by the Guardians of the sending union as soon as may be practicable after the account shall have been received by them.

The endorsement will require the formal approval of the Local Government Board.

(b) the case of an institution previously occupied by persons chargeable to the Guardians, the whole of which is converted into a military hospital;

(c) the case of an institution previously occupied by persons chargeable to the Guardians, only part of which is devoted to military hospital purposes.

In the first case there are no displaced inmates, and no question of a credit or debit in respect of a variation in the cost of maintenance will arise. Only Part I. of the Form of Claim enclosed with this circular will require to be completed. The Army Council will pay the whole cost of alteration, equipment, furnishing, and upkeep, and the maintenance of the soldiers, and will also accept liability for the remuneration of any officers and servants employed in or about the occupied premises, for the cost of reinstatement of the premises, and of the furniture and equipment placed at their disposal by the Guardians, and, in cases in which the buildings are not ready for occupation at the time at which their use is requested by the military authorities, any *additional* expenditure involved by their completion at the present time, or by the acceleration of work upon them at the request of the War Office.

The Army Council desire, however, that it should be made clear to the Guardians that (except in the case of small services of an estimated cost of less than £10) they should not undertake the carrying out of alterations or additions to the premises in military occupation, or the provision of equipment and furniture, unless written authority from the Headquarters of the Command concerned is obtained by the Commandant, and, similarly, that officers or servants additional to the normal staff of the Guardians should not be engaged or their salaries paid by the Guardians unless the Commandant produces the written authority of the Deputy Director of Medical Services of the Command concerned. These written authorities should be preserved by the Guardians and produced to the District Auditor to support the charges made in the Guardians' accounts.

4. The furniture and equipment provided at the cost of the Army Council will, of course, remain the property of the Council, but it is probable that on the termination of the military occupation an opportunity will be afforded to the Guardians of acquiring this property at a valuation. Structural alterations of the occupied premises necessitated by the military occupation will be paid for by the Army Council, and on the conclusion of the military occupation the Guardians will be required to credit the Army Council with the value to the Guardians of any considerable structural improvement so effected. The amount to be credited to the Army Council will be arrived at by agreement between the Guardians and the

military authorities, or, in default of agreement, will be determinable by the Local Government Board.

5. The terms of the two preceding paragraphs will be applicable to every case of military occupation, so far as concerns the charge on the Army Council for the actual institution taken into military occupation. As has been indicated, however, some further provision is required in cases in which the institution placed at the disposal of the military was occupied by persons chargeable to the Guardians at the time of the transfer. In all such cases the Army Council will recoup to the Guardians the cost of any structural alterations and additions necessary for the accommodation of the displaced inmates, as well as the cost of additional equipment and furniture (as distinguished from the expenses of repair and renewal of furniture and equipment, which will be dealt with in Part IV. of the Form of Claim), provided that such alterations, equipment, etc., have been approved by the Local Government Board. The conditions referred to in paragraph 4, as regards the ownership of the equipment and furniture, and as regards credits for works of permanent structural improvement, will apply to alterations made and property purchased under this paragraph. Charges in respect of such alterations, additions and equipment should be entered in Part II. of the Form of Claim. The Army Council will also accept a charge for the cost of the conveyance of the displaced inmates to and from their temporary quarters, and for the other expenses of conveyance mentioned in Part III. of the Form of Claim.

6. As regards the other expenditure incurred in connection with the displaced inmates, Part IV. of the Form of Claim should be completed with (A) a statement of the weekly rate of expenditure under the specified headings, and (B) an estimate of the weekly rate of expenditure which would have been incurred had there been no military occupation.

The number of days' maintenance of the displaced inmates during the period under review should also be entered, and on this basis the amount to be credited or debited to the Army Council will be readily calculable. In some cases in which inmates displaced from one institution have been accommodated in another institution belonging to the same board of guardians it may be convenient that both the estimated and the actual rate of cost should be calculated on the total number of inmates of the two institutions. The adoption of this course will not invalidate the calculation by which the total debit or credit to the Army Council will be reached.

In cases in which inmates are maintained under agreements with other Boards of Guardians it will not be necessary to show under (A) any detail, only the total average weekly cost or agreed weekly rate, as the case may be, being inserted. The

amounts due under the agreement for structural alterations, extraordinary repairs, and additional equipment and furniture, should be entered in Part II. of the Form of Claim, the amounts payable under Clause 3 (b) and (c) of the model agreement (Clause 3 (e) of the model agreement as now revised) being used for the calculation of the rate to be entered in Part IV. (A) of the Form of Claim.

7. It will usually be convenient to calculate the rate to be inserted under (B) of Part IV. of the Form of Claim by consideration of the actual rate of cost during the previous corresponding half-year, an allowance being made for variations in prices. Due allowance should also be made for any economies effected by the Guardians in the food supplies or administrative charges not resulting directly from the military occupation, and also for any other special circumstances, such as the effect on administrative charges of reduced or increased numbers chargeable. The estimated rate will require correction to agree with the facts as they exist in each successive half-year. Such increased charges as, *e.g.*, the additional remuneration of nurses (who are not engaged in nursing military patients), which has in some places been found necessary on account of the general increase in the rates of pay for nurses, cannot be regarded as consequent upon the military occupation, and these increases will be taken into account in calculating the rates to be entered in both (A) and (B). As the Guardians are aware, certain increases in salary and all gratuities require the approval of the Board, who in cases where a payment is suggested on account of services rendered to the military will act in accordance with general decisions given by the Army Council or, if the case is not covered by such a decision, refer the case to the Army Council for decision.

8. In cases in which part only of an institution is in military occupation the following points should be observed in the preparation of a claim. If the occupied part is substantially separate with practically a separate staff it will generally be found practicable to deal with the claim on the same lines as where a whole institution is in military occupation. Where this is not the case only Parts I. and IV. of the Form of Claim need be completed. In (A) of Part IV. of the claim there should be inserted a rate calculated by dividing the whole expenditure of the Guardians upon the institution, including the expenditure upon the part in military occupation and the expenditure upon supplies for the military, by one-seventh of the number of days' maintenance of inmates chargeable to the Guardians. In (B) of Part IV. there should be inserted a rate calculated by dividing the whole expenditure which it is estimated that the Guardians would have incurred if the military occupation had not taken place, by the same divisor. In cases of this kind there will not usually be present the complications which arise where structural alterations are

required or where inmates are sent under agreement to other institutions.

9. Copies of the revised Form of Claim are enclosed for the future use of the Guardians. The Board do not think it will generally be necessary or desirable that claims which have already been passed by them to the War Office should be re-opened as a result of the issue of the present circular; but if in any case it is desired to submit a revised claim on the lines now laid down, they will be prepared to give the matter their consideration. Attention may be drawn to the space provided for the entry of the number of military patient-days during the period of claim. This has been included at the special request of the Army Council, who will instruct the Commandant of the Hospital to furnish the necessary information to the Guardians. It will not be necessary to make any entry under this heading in cases where the premises placed at the disposal of the military authorities are used for purposes other than hospital purposes.

As was stated in the printed letter of 10th September, 1915, all claims for compensation should be made out in triplicate and accompanied by the explanatory statement referred to in that letter. Additional copies of the Form of Claim may be obtained as required from the Board, and it is very desirable that claims should be sent in at the earliest practicable date.

I am, Sir,

Your obedient Servant,

A. V. SYMONDS,

Assistant Secretary.

The Clerk to the Guardians.

Attention is also drawn to War Office Letter Gen. No. 16/3253 (Q.M.G. F.A), dated 12th April, 1915, a copy of which should be in the possession of Quartering Committees.

APPENDIX D.

Military Occupation of Asylums.

As regards the occupation of Asylums, reference should be made to War Office Circular Gen. No. 16/3250 (Q.M.G F.A), dated 31st March, 1915, and to the enclosures thereto, showing the terms under which asylums are occupied.

APPENDIX E.

BILLETS.

Particulars of the accommodation and food to be provided, and of the rates of payment, which, however, **are subject to revision from time to time.** (This table should be kept marked up from Army Orders.)

Accommodation, &c., to be provided.	Daily rates payable.	
	To the keeper of a victualling house. (See para. 21.)	To an occupier other than the keeper of a victualling house.
OFFICERS AND SOLDIERS.		
CLASS 1.		
(a) Officers.		
Lodging and attendance for each officer (See Notes B & C.)	2s.	3s.
(b) Soldiers.		
Lodging with attendance and full subsistence, as defined below. Full daily rate for each soldier	} 2s. 6d.	{ 2s. 9d. for one soldier; 2s. 6d. for each additional soldier.
<i>The component items of these total daily rates for soldiers are as follows, and payment will be made accordingly, when the full daily rate is not applicable:—</i>		
Lodging and attendance (See Notes B. and D.)	6d.	{ 9d. for one soldier; 6d. for each additional soldier.
Breakfast—Five ounces of bread, one pint of tea with milk and sugar, four ounces of bacon	6d.	
Hot Dinner—Twelve ounces of meat, previous to being dressed, four ounces of bread, eight ounces of potatoes or other vegetables	1s. 2d.	1s. 2d.

NOTE A.—In time of national emergency the occupiers of all public buildings, dwelling houses, warehouses, barns and stables are, as well as the keepers of victualling houses, liable to provide billets with or without meals.

NOTE B.—The expression “lodging” includes a separate bed for each officer or soldier.

NOTE C.—An officer shall pay for his food.

NOTE D.—Where Class I. rates are paid for lodging and attendance without meals, the occupier is required to furnish the soldier with candles, vinegar and salt, and allow him the use of fire and the necessary utensils for dressing and eating his meat.

Accommodation, &c., to be provided.	Daily rates payable.	
	To the keeper of a victualling house. (See para. 21.)	To an occupier other than the keeper of a victualling house.
Supper—Five ounces of bread, one pint of tea with milk and sugar, two ounces of cheese... (See Note E.)	4d.	4d.
CLASS II. Soldiers only.		
Lodging (with bed and attendance) for each soldier, per night, when no meals are furnished and no cooking facilities are required ... (See Note B.)	6d.	6d. for one soldier; 4d. for each additional soldier.
CLASS III. Officers and soldiers.		
(a) Unfurnished accommodation in occupied premises, for each officer or soldier ...		2d.
(b) Unfurnished accommodation in otherwise unoccupied premises, for each officer or soldier... (See Note F.)		1d.
HORSES.		
CLASS I. (i.e., Stabling and Forage)—		
Stable Room and 10 lbs. of oats, 12 lbs. of hay, and 8 lbs. of straw, per day for each horse ...	2s. 4d.	3s. for the first 14 days, 2s. 4d. after 14 consecutive days. (See Note H.)
CLASS II.		
Proper stabling, but without forage ...	6d.	6d.
CLASS III.		
Accommodation in buildings where proper stabling is not provided, per night... (See Note G.)		3d.

NOTE E.—It is permissible to vary the description of food and drink by such equivalents as shall be authorised by the responsible officer.

NOTE F.—Class III. rates will not include bed, attendance, or any other domestic facilities, except that (a) will include light and water if available.

NOTE G.—The manure remains the property of the War Department, which is entitled to any benefit arising from its disposal.

NOTE H.—The reduction of the rate after 14 consecutive days will not be affected by any replacement of one horse by another—it is purely a matter of numbers.

APPENDIX F.

Army Council Instructions relating to military occupation of Railway Companies' Property:—

WAR OFFICE,

19th November, 1916.

2179.—*Military Occupation of Railway Companies' Property.*

1. With reference to W.O. letter Gen. No. 16/3162 of 29th May, 1915 (a copy of which is annexed), the following instructions, relative to payment for the military occupation of property belonging to Railway Companies that are subject to Government control during the period of the present emergency, are circulated for general information.

2. During the period of Government control no fresh agreements should be entered into with the Railway Companies in respect of properties occupied, or easements or wayleaves created in connection with the present emergency. If any easements or encroachments are created which are outside the scope of the general agreements between the Government and the Railway Companies, and the Company concerned maintains that it is put to direct and substantial loss thereby, the case must be referred to the Defence of the Realm Losses Commission in due course.

3. Payments falling due under agreements already entered into should continue to be paid during such time as the agreements remain in force, subject always to the conditions laid down in the W.O. letter above quoted.

4. All cases of occupation of, or interference with, Railway property that are not thus provided for will (except where the Revenue would, according to the practice of the particular Company, be credited "above the line") be referred to the Defence of the Realm Losses Commission, *whether the payment involved exceeds £40 a month or not*. Railway Companies have accordingly been instructed by the Railway Executive Committee that where they have such claims against the War Department they should place themselves in communication with the Local War Department Land Agent and Valuer. The usual statement of claim and report should then be prepared and forwarded for transmission to the Commission. The claim should be supported by a certificate from the Company's Accountant that the rent was or would have been credited "below the line" in the Company's accounts for 1913. The purpose for which, and the authority under which, the premises were occupied should be stated. In cases where arrangements have been made direct between the War Office or the Ministry of Munitions and the Company concerned, the necessary action will, of course, be taken by the Lands Branch of the War Office, and not by the Local Agents and Valuers.

5. It should be noted that, in normal circumstances, direct and substantial loss would not be expected to arise from the occupation of non-rentable railway premises, such as waiting rooms or engine sheds.

6. Claims arising on vacation by the War Department or the Ministry of Munitions for re-instatement of premises occupied under agreement will be dealt with in accordance with the appropriate machinery existing in the Command, or by arrangement with the Companies concerned. (*See also A.C.I. 759 of 1916.*)

7. Claims for re-instatement of premises occupied under terms settled by the Defence of the Realm Losses Commission will be referred in the usual way to that body. (*For procedure see A.C.I. 1469 of 1916.*)

8. Where Companies ask, as a condition of occupation of, or interference with, their property, that the W.D. or the Ministry of Munitions shall indemnify them against loss or against claims by third parties, they should be informed that such indemnities cannot be given, inasmuch as the Department would either be prejudging a claim that should properly fall to be dealt with by the Defence of the Realm Losses Commission, or would be accepting a liability already covered by the general agreement between the Government and the Railway Companies.

9. The Army Council have had under discussion with the Railway Executive Committee and the Defence of the Realm Losses Commission a proposal that the Department should pay certain flat rates for covered and uncovered warehouse or storage accommodation. It has not, however, been practicable to carry these proposals into effect; and cases of occupation to which the flat rates would, if approved, have been applicable will be referred to the Commission as above indicated, except where the revenue would be credited "above the line."

Gen. No. 16/3162 (L.B.).

Copy of W.O. Letter, Gen. No. 16/3162 (Q.M.G. 2) of 29th May, 1915, addressed to G.Os.C.-in-C.

SIR,

I am commanded by the Army Council to inform you that the question of rent for railway premises occupied by the military has been under consideration by the Council.

I am to state that the practice of charging and accounting for rent varies on different railways and for different classes of premises, and to inform you that it has now been arranged

that payment for rent will only be made in the case of those premises occupied by the military which are usually let on a rental basis and which would normally be included in the lower half of account No. 8 of the Railway Company (Accounts and Returns) Act, 1911.

An extract of the statement referred to as Account No. 8 is annexed for your information. It has been arranged that the Railway Companies' accountants will certify with each bill rendered for rent that, according to the practice of the Company concerned, the rent was, or would have been, credited in the lower half of Account No. 8 in the Account for 1913.

In the case of premises which are not actually let on a rental basis or the rent for which would normally appear in items 10 to 16 of Account No. 8 it has been decided that no charges will be raised.

In this connection I am to refer you to para. 6 of W.O. letter 79/6108 (Q.M.G. 2) of 19th Nov., 1914, which must be strictly adhered to.

I am, &c.,

(Signed) B. B. CUBITT.

WAR OFFICE,

27th December, 1916.

2430.—*Occupation by War Department of Railway Companies' Property.*

1. With reference to A.C.I. 2179 of 1916, the following procedure will be adopted in connection with the acquisition for W.D. use of land, buildings, &c., the property of Controlled Railway Companies.

2. Application for any railway property, other than that of the nature of warehouse accommodation, which will be dealt with as in para. 3, will be made either by the W.O. or by Command Headquarters to the General Manager of the company concerned, enquiry being made at the same time as to whether the revenue derived from the property in question is normally credited "above" or "below the line" in the Railway Company's account No. 8.

3. As regards property of the nature of warehouse accommodation, application for all such premises will be made through the W.O., and referred by the latter to the Railway Clearing House in order that the disposal of such accommodation as is available may be co-ordinated to the best advantage. The Railway Clearing House will communicate as may be necessary with the Railway Company concerned.

This does not apply to accommodation at passenger stations, such as refreshment or waiting rooms, where the procedure will be as in para. 2.

4. Should the Company concerned object to handing over property that has been applied for under either para. 2 or 3, if it is still considered essential for the W.D. to acquire it, further action will be taken by the W.O., through the Railway Executive Committee in the case of "above the line" property, and under the Defence of the Realm Act in the case of "below the line" property; the principle is, however, accepted that the acquisition of property which would seriously interfere with railway working is as far as possible to be avoided.

5. The foregoing instructions cancel those contained in para. 6 of W.O. letter 79/6108 (Q.M.G. 2) of 19th November, 1914.
Gen. No. 16/3162 (Q.M.G. 2).

WAR OFFICE,

7th April, 1916.

759.—*Damage to Railway Property by Troops.*

1. With reference to W.O. letter Gen. No. 8/536 (A.G. 3) of 4th December, 1915, the following procedure should be adopted in the case of claims being preferred by railway companies for damage done to their property by troops.

2. If on investigation such damage proves to have been caused by culpable negligence or mischief on the part of troops, the claim should be paid, and the amount charged to Vote 6, E. 1, steps being taken in accordance with the above quoted W.O. letter to bring home the pecuniary responsibility to those concerned. The amounts recovered from the troops should be credited to the public under Vote 6 A. in Aid.

3. When, however, no blame is attributable to the troops, the Railway Executive Committee has agreed that during the Government control of the railways the cost shall be borne by the working expenses of the railway company concerned, except as provided in para. 4, and the claim should be returned to the railway company with a request to this effect. A record should be kept of all such claims.

4. Railway companies' claims in respect of damage, however caused, to property for which rent is paid should be dealt with in the same manner as those of private owners. Any amount recovered from the troops should be credited to the public under Vote 10 A. in A.

14/Railways/4041 (Q.M.G. 2B).

This does not apply to accommodation of passengers at stations, such as refreshment or waiting rooms, where the procedure will be as in para. 2.

4. Should the Company concerned object to handling any property that has been applied for under either para. 2 or 3, it is still considered essential for the W.O. to require it. Further action will be taken by the W.O. through the Railway Executive Committee in the case of "above the line" property, and under the terms of the Harbours Act in the case of "below the line" property. The principle is, however, accepted that the acquisition of property which would seriously interfere with railway working is as far as possible to be avoided.

5. The foregoing instructions cannot those obtained in para. 6 of W.O. letter 19/10/52 (Q.M.G. 2) of 19th November, 1952, and to V in a letter to Gen. No. 10/2182 (Q.M.G. 2) of 19th November, 1952, and also to V in a letter to Gen. No. 10/2182 (Q.M.G. 2) of 19th November, 1952.

W.O. Order

7th April, 1953

759. Damage to Railway Property by Troops.

1. With reference to W.O. letter Gen. No. 5/385 (A.G. 3) of 11th December, 1952, the following procedure should be adopted in the case of claims being received by railway companies for damage done to their property by troops.

2. If on investigation such damage proves to have been caused by culpable negligence or wilful on the part of troops, the claim should be paid, and the amount charged to Vote B.

3. If steps being taken in accordance with the above quoted W.O. letter to bring home the pecuniary responsibility to those concerned. The amounts recovered from the troops should be credited to the public under Vote B, in full.

4. When, however, no claim is attributable to the troops, the Railway Executive Committee has a view that during the Government control of the railways the cost shall be borne by the working expenses of the railway company concerned.

5. If the claim should be referred to the railway company with a request to this effect. A request should be made of all such claims.

6. Railway companies' claims in respect of damage done to their property for which cost is paid should be dealt with in the same manner as those of private owners. The amounts recovered from the troops should be credited to the public under Vote B in full.

14. Railway (1952) (Q.M.G. 2)



