## The Project Gutenberg eBook of Report on the Plans of the Various Railways before the Examiners of the House of Commons, 1864, so far as relates to the Parish of Kensington, by James Broadbridge

This ebook is for the use of anyone anywhere in the United States and most other parts of the world at no cost and with almost no restrictions whatsoever. You may copy it, give it away or re-use it under the terms of the Project Gutenberg License included with this ebook or online at <a href="https://www.gutenberg.org">www.gutenberg.org</a>. If you are not located in the United States, you'll have to check the laws of the country where you are located before using this eBook.

Title: Report on the Plans of the Various Railways before the Examiners of the House of Commons, 1864, so far as relates to the Parish of Kensington

Author: James Broadbridge

Release date: December 26, 2013 [EBook #44516]

Language: English

\*\*\* START OF THE PROJECT GUTENBERG EBOOK REPORT ON THE PLANS OF THE VARIOUS RAILWAYS BEFORE THE EXAMINERS OF THE HOUSE OF COMMONS, 1864, SO FAR AS RELATES TO THE PARISH OF KENSINGTON \*\*\*

Transcribed from the 1864 John Smith and Co. edition by David Price, email ccx074@pglaf.org. Many thanks to the Royal Borough of Kensington and Chelsea Libraries for allowing their copy to be used for this transcription.

#### REPORT ON THE PLANS

## OF THE VARIOUS RAILWAYS

**BEFORE THE** 

# Examiners of the House of Commons, 1864,

## SO FAR AS RELATES TO THE **PARISH OF KENSINGTON**,

BY

JAMES BROADBRIDGE,

SURVEYOR.

PRINTED BY ORDER OF THE VESTRY.

JOHN SMITH AND Co., Printers, Long Acre, London, W.C.

Vestry Hall, p. 3 January, 1864.

Gentlemen,

I have the honor to lay before you a Report on the various Railway Schemes and New Roads, for which it is proposed to apply for Acts at the next Meeting of Parliament.

Viz.:-

Kew, Turnham Green, and Hammersmith Railway.

Hammersmith and City Railway Extensions.

Great Northern and Victoria Station Railway.

London and South Western Railway Company.

Hammersmith and Wimbledon Railway.

Metropolitan Railway—Notting Hill and Brompton Extension.

Metropolitan District Railways.

Charing Cross Western Railway.

#### NEW ROAD.

"South Kensington New Road from Cadogan Place to South Kensington."

#### Kew, Turnham Green, and Hammersmith Railway.

p. 4

A railway from Kew Bridge to a junction with the West London Railway at Shepherd's Bush.

Five chains only in the Parish of Kensington.

#### Hammersmith and City Railway Extensions.

A railway from Richmond, Mortlake, Chiswick, Turnham Green, Hammersmith, to a junction with the West London Railway at Kensington Station.

Three chains within the Parish of Kensington.

#### Great Northern, and Victoria Station, Railway.

A railway commencing at a junction with the Great Northern Railway at East Barnet, and continuing through Friern Barnet, Totteridge, Finchley, Hendon, Willesden, Hammersmith, terminating at the West London Extension Railway, at or near the Kensington Passenger Station.

One furlong in the Parish of Kensington.

#### London and South Western Railway Company.

A railway to connect Richmond, Mortlake, Kew, Chiswick, Turnham Green, and Hammersmith, with the West London Railway at the Kensington Station.

Ten chains within the Parish of Kensington.

#### Hammersmith and Wimbledon Railway.

A railway to connect Wimbledon, Merton, Putney, Barnes, Hammersmith, and Kensington with the Hammersmith and City Railway.

This railway will enter the parish of Kensington on the western side of Bramley Road, and proceed on the north side of Lancaster Road by a viaduct or embankment, by the side of and parallel to the Hammersmith and City Railway, will cross the Bramley, Silchester, and Walmer Roads with arches respectively of 16, 18, and 20 feet high.

p. 5

#### Metropolitan Railway—Notting Hill and Brompton Extension.

A railway to commence at a junction with the Metropolitan Railway at Conduit Street East, in the Parish of Paddington, entering this parish at the south-east side of Pembridge Square, continuing by the south-east corner of Pembridge Gardens, under Uxbridge Road, Uxbridge Street, and taking the piece of ground enclosed by the western side of St. James's Street and eastern side of New Street, crossing Kensington Place and Edge Terrace, passing thence on the western side of Church Lane, continuing from Peel Street, Campden Street, Bedford Place to Sheffield Terrace, by tunnel, and from thence to Gloucester Terrace, by open cutting and by tunnel to Pitt Street, proceeding southward through Vicarage Street, Upper Holland Street, across Hornton Mews, about 70 feet west of the Vestry Hall, crossing High Street east of Wright's Lane, South End Row, Kelso Place, Merton Road, Stanford Road, the Broadwood Estate, crossing Gloucester Road by Cromwell Road, and enclosing within the line of deviation all the land southward to Lover's Walk, and Harrington Road at its junction with Prince Albert Road, Cromwell Lane, north end of Bute

Street, to its termination, Alfred Place West.

Within the line of deviation is included the north side of Pelham Road, the west side of Thurloe Square, from Pelham Road to Alfred Place West. In connection with this scheme it is proposed to form a new road southward from the Exhibition Road to Alfred Place West.

#### Metropolitan District Railways.

Railways to complete an inner circle of railways within London, north of the Thames.

Railways to form an outer circle round the Metropolis, north and south of the Thames, connected with existing railways.

p. 6

This Railway is represented by several Lines, connected with each other, within this parish, and are principally to be open cuttings, but having two tunnels on the west side of Church Street, one of 210 yards, and one other of 175 yards.

Main outer circle, commencing by a junction with the London, Chatham, and Dover Railway, at the Wandsworth Road Station, and terminating at or near the Gloucester Road.

This portion of the line enters the Parish from St. Luke's Parish, Chelsea; at the Fulham Road, west of Selwood Lane, thence across the Old Brompton Road, through Gloucester Groves east and west, Harrington Road, to the west side of Gloucester Road.

The rail to be laid about 18 feet below surface of existing road, present levels of road not to be interfered with.

#### Line No. 5 on plan.

A branch from the above rail by junction in Selwood Lane, crossing the Old Brompton Road, continuing eastward through the north end of Bute Street, south of Cromwell Lane; recrossing Old Brompton Road to a terminus between Pelham Road and Alfred Place West. Within the line of limitation is included the north side of Pelham Road, the south-west side of Thurloe Square, south side of Alfred Place West. Rail to be laid about 21 feet below surface of existing roads. Surface levels of roads unaltered.

It is proposed to form a New Road from Alfred Place West, northward, to the Exhibition Road.

#### Line No. 6a on plan.

A line connecting Railway No. 1 with Railway No. 5, by a junction at the north end of Bute Street, and proceeding westward to the rail on the west side of Gloucester Road.

#### Line No. 6 on plan.

A line commencing in Gloucester Road and proceeding northward through the Broadwood Estate, south end of Stanford Road, including the whole of Merton Road, through playground of Kensington Grammar School, High Street, Kensington, west of the Vestry Hall, Hornton Mews, ground at the rear of Hornton Street, Holland Street, west side of Vicarage Street, Pitt Street, Gordon Place, Campden Grove, Gloucester Terraces the grounds of Campden House, across Sheffield Terrace and Bedford Place, Campden Street, Peel Street, Edge Terrace, Kensington Place, enclosing from the east side of New Street to the west side of St. James's Street.

p. 7

Rail in no case less than 16':9" below surface of road, present level of roads unaltered.

#### Line No. 7 on plan.

A Line commencing with junction from Line No. 6, by the Merton Road, and proceeding westward, fronting on Earl's Court Gardens, across Earl's Court Road, Warwick Road, to a junction with the West London Railway, south of the Richmond Road.

Top of rail in no case less than 15':9" below surface of road, levels of existing roads unaltered.

#### Line No. 8 on plan.

Commencing at junction with Line No. 7, on the east side of Warwick Road, and running westward into the West London Railway.

Level of Warwick Road unaltered.

#### Line No. 9 on plan.

Commencing on the west side of Gloucester Road, north of Redfield Lane, and joining Line No. 7, by Redfield Lane.

#### Line No. 10 on plan.

Commencing at the termination of Line No. 6, on the south side of Uxbridge Street, crossing the High Street, Notting Hill, traversing the south portion of Pembridge Gardens to the east side of Pembridge Crescent, Pembridge Villas, Ledbury Road, to the Parish Boundary north of Lonsdale Road to the Great Western Railway, and thence to Hackney Wick.

Top of rail in no case less than 15':4" below surface of road, levels of the various roads unaltered.

#### Line No. 11 on plan.

Commencing at a junction with the Hammersmith, Paddington, and City Junction Railway, on the north side of Lancaster Road, by Ladbroke Road, continuing eastward north of Lancaster Road, across Portobello Lane, to the Great Western Railway, leaving this Parish at St. Luke's Road.

p. 8

This Line will be carried over Portobello Lane by an arch 15 feet high, span 25 feet.

#### Line No. 12 on plan.

A Line commencing and continuing on the north side of the Great Western Railway, on the east side of Kensal Green Lane.

#### Charing Cross Western Railway.

Construction of railways from the Charing Cross Railway at Lambeth, to the West London Extension Railway at Kensington and to Hammersmith.

Entering this Parish at the Fulham Road by Marlborough Road, proceeding along Pelham Road, taking the buildings on the north side, crossing Old Brompton Road, Cromwell Lane, by the north end of Bute Street, Prince Albert Road, south side of Cromwell Road across Gloucester Road, north-east end of Earl's Court Gardens, South Row, North Row, Earl's Court Road, land between Earl's Court Road, and a new private road on Lord Kensington's estate in continuation of the Warwick Road, Alma Road, to west London Extension Railway, thence into the parish of Fulham, returning into the Parish boundary opposite Portland Place, Kensington Road.

The rail in no case to be less than 17 feet below surface, and the various roads intersected to remain at their present levels, excepting Warwick Road (private), which is to be raised 10 feet.

#### Railway No. 3 on plan.

A Line in connection with Line No. 1, commencing on the south side of the Alma Road, crossing the West London Extension Railway into the Parish of Fulham.

Note.—The Metropolitan Railway, the Metropolitan District Railways, and the Charing Cross Western Railway are to be executed principally as open cuttings, in many cases bisecting roads, or traversing them, but in most cases interfering with the sewers.

p. 9

#### Metropolitan Grand Union Railway.

#### Railway No. 1 on plan.

A railway commencing by a junction with the West London Railway in the Parish of St. Mary Abbotts, Kensington, and terminating by a junction with the London and Blackwall Railway.

Commencing in this Parish on the West London Railway, north of the Kensington Station, and diverges southward into the Parish of Hammersmith, passing through the Hammersmith Road at the rear of Portland Place, returning into this Parish by Shaftesbury Terrace, Warwick Road, through Land to Earl's Court Road, Land at the rear of St. Philip's Church, Wright's Lane, south of Redfield Lane, to Gloucester Road, along by Gloucester Grove at the north of Old Brompton Road, through Bute Street, Old Brompton Road, Pelham Road, Fulham Road, into the Parish of Chelsea by Marlborough Road.

This Line is proposed to be executed as an open cutting, varying in depth from 21 to 30 feet, with 218 yards of tunnel 18 feet 6 inches high, between Earl's Court and Wright's Lane, and tunnel again 22 feet 6 inches high from Old Brompton Road, along Pelham road to Fulham Road, levels of roads unaltered, interruption of sewers to be provided for.

#### Railway No. 3 on plan.

Commences by a junction with Line No. 1, in Pelham Street, and proceeds northerly through Alfred Place, West, Old Brompton Road, by Thurlow Place, Cromwell Road, and traversing Exhibition Road, and thence to a junction with the Metropolitan Railway, Paddington.

This portion of railway is proposed to be executed as a tunnel.

Road levels unaltered; interruption of sewer to be provided for.

#### Kensington.

For making a street or road commencing in the Parish of St. Luke's, Chelsea, at the West End of Pont Street, crossing Cadogan Place and Sloane Street, through Land between Hans Place and the Pavilion, to and through Walton Street into the Parish of Kensington, at the south end of Ovington Square, through Yeoman's Row, Michael's Grove, Michael's Place, York Cottages, into Brompton Road, opposite Kensington Museum.

The Plan shews a new road of a length in this Parish of 1,360 feet, being from Brompton Road to the Parish Boundary by Ovington Square, of an average width of 100 feet; the road to be finished at the levels of the existing roads, excepting at the junction of Michael's Grove with Brompton Crescent, where it is proposed to raise the road 2'3".

Powers are sought to purchase in this Parish the Premises comprising Thurloe Place, York Cottages, northern side of North Terrace, Michael's Place to Michael's Grove, east end of Brompton Crescent, Michael's Grove, Yeoman's Row, south end of Ovington Square, and Grove Place.

The several railways herein described as passing into or through this Parish more or less interfere with or remove property now rated. I submit it will be for the Vestry to consider whether the facilities of railway communication will counterbalance the present loss upon the rates that may be sustained. Also, to consider whether all the projected schemes, or any one of them, would form a check to, or encourage the large building operations now progressing, or contemplated: under any circumstances, it will be necessary for the Vestry to take such steps for the proper protection of such roads and sewers as are proposed to be interfered with by the projected lines.

I remain, Gentlemen, Your obedient Servant, JAMES BROADBRIDGE.

\*\*\* END OF THE PROJECT GUTENBERG EBOOK REPORT ON THE PLANS OF THE VARIOUS RAILWAYS BEFORE THE EXAMINERS OF THE HOUSE OF COMMONS, 1864, SO FAR AS RELATES TO THE PARISH OF KENSINGTON \*\*\*

Updated editions will replace the previous one—the old editions will be renamed.

Creating the works from print editions not protected by U.S. copyright law means that no one owns a United States copyright in these works, so the Foundation (and you!) can copy and distribute it in the United States without permission and without paying copyright royalties. Special rules, set forth in the General Terms of Use part of this license, apply to copying and distributing Project Gutenberg™ electronic works to protect the PROJECT GUTENBERG™ concept and trademark. Project Gutenberg is a registered trademark, and may not be used if you charge for an eBook, except by following the terms of the trademark license, including paying royalties for use of the Project Gutenberg trademark. If you do not charge anything for copies of this eBook, complying with the trademark license is very easy. You may use this eBook for nearly any purpose such as creation of derivative works, reports, performances and research. Project Gutenberg eBooks may be modified and printed and given away—you may do practically ANYTHING in the United States with eBooks not protected by U.S. copyright law. Redistribution is subject to the trademark license, especially commercial redistribution.

## START: FULL LICENSE THE FULL PROJECT GUTENBERG LICENSE PLEASE READ THIS BEFORE YOU DISTRIBUTE OR USE THIS WORK

To protect the Project Gutenberg<sup>TM</sup> mission of promoting the free distribution of electronic works, by using or distributing this work (or any other work associated in any way with the phrase "Project Gutenberg"), you agree to comply with all the terms of the Full Project Gutenberg<sup>TM</sup> License available with this file or online at www.gutenberg.org/license.

### Section 1. General Terms of Use and Redistributing Project Gutenberg $^{\text{\tiny TM}}$ electronic works

1.A. By reading or using any part of this Project Gutenberg<sup>TM</sup> electronic work, you indicate that you have read, understand, agree to and accept all the terms of this license and intellectual property (trademark/copyright) agreement. If you do not agree to abide by all the terms of this agreement, you must cease using and return or destroy all copies of Project Gutenberg<sup>TM</sup> electronic works in your possession. If you paid a fee for obtaining a copy of or access to a Project Gutenberg<sup>TM</sup> electronic work and you do not agree to be bound by the terms of this agreement, you may obtain a refund from the person or entity to whom you paid the fee as set forth in paragraph 1.E.8.

1.B. "Project Gutenberg" is a registered trademark. It may only be used on or associated in

any way with an electronic work by people who agree to be bound by the terms of this agreement. There are a few things that you can do with most Project Gutenberg<sup> $\mathsf{T}$ </sup> electronic works even without complying with the full terms of this agreement. See paragraph 1.C below. There are a lot of things you can do with Project Gutenberg<sup> $\mathsf{T}$ </sup> electronic works if you follow the terms of this agreement and help preserve free future access to Project Gutenberg<sup> $\mathsf{T}$ </sup> electronic works. See paragraph 1.E below.

- 1.C. The Project Gutenberg Literary Archive Foundation ("the Foundation" or PGLAF), owns a compilation copyright in the collection of Project Gutenberg<sup> $\mathrm{IM}$ </sup> electronic works. Nearly all the individual works in the collection are in the public domain in the United States. If an individual work is unprotected by copyright law in the United States and you are located in the United States, we do not claim a right to prevent you from copying, distributing, performing, displaying or creating derivative works based on the work as long as all references to Project Gutenberg are removed. Of course, we hope that you will support the Project Gutenberg<sup> $\mathrm{IM}$ </sup> mission of promoting free access to electronic works by freely sharing Project Gutenberg<sup> $\mathrm{IM}$ </sup> works in compliance with the terms of this agreement for keeping the Project Gutenberg<sup> $\mathrm{IM}$ </sup> name associated with the work. You can easily comply with the terms of this agreement by keeping this work in the same format with its attached full Project Gutenberg<sup> $\mathrm{IM}$ </sup> License when you share it without charge with others.
- 1.D. The copyright laws of the place where you are located also govern what you can do with this work. Copyright laws in most countries are in a constant state of change. If you are outside the United States, check the laws of your country in addition to the terms of this agreement before downloading, copying, displaying, performing, distributing or creating derivative works based on this work or any other Project Gutenberg<sup> $\mathfrak{m}$ </sup> work. The Foundation makes no representations concerning the copyright status of any work in any country other than the United States.
- 1.E. Unless you have removed all references to Project Gutenberg:
- 1.E.1. The following sentence, with active links to, or other immediate access to, the full Project Gutenberg<sup>TM</sup> License must appear prominently whenever any copy of a Project Gutenberg<sup>TM</sup> work (any work on which the phrase "Project Gutenberg" appears, or with which the phrase "Project Gutenberg" is associated) is accessed, displayed, performed, viewed, copied or distributed:

This eBook is for the use of anyone anywhere in the United States and most other parts of the world at no cost and with almost no restrictions whatsoever. You may copy it, give it away or re-use it under the terms of the Project Gutenberg License included with this eBook or online at <a href="https://www.gutenberg.org">www.gutenberg.org</a>. If you are not located in the United States, you will have to check the laws of the country where you are located before using this eBook.

- 1.E.2. If an individual Project Gutenberg<sup>™</sup> electronic work is derived from texts not protected by U.S. copyright law (does not contain a notice indicating that it is posted with permission of the copyright holder), the work can be copied and distributed to anyone in the United States without paying any fees or charges. If you are redistributing or providing access to a work with the phrase "Project Gutenberg" associated with or appearing on the work, you must comply either with the requirements of paragraphs 1.E.1 through 1.E.7 or obtain permission for the use of the work and the Project Gutenberg<sup>™</sup> trademark as set forth in paragraphs 1.E.8 or 1.E.9.
- 1.E.3. If an individual Project Gutenberg<sup>TM</sup> electronic work is posted with the permission of the copyright holder, your use and distribution must comply with both paragraphs 1.E.1 through 1.E.7 and any additional terms imposed by the copyright holder. Additional terms will be linked to the Project Gutenberg<sup>TM</sup> License for all works posted with the permission of the copyright holder found at the beginning of this work.
- 1.E.4. Do not unlink or detach or remove the full Project Gutenberg<sup>TM</sup> License terms from this work, or any files containing a part of this work or any other work associated with Project Gutenberg<sup>TM</sup>.
- 1.E.5. Do not copy, display, perform, distribute or redistribute this electronic work, or any part of this electronic work, without prominently displaying the sentence set forth in paragraph 1.E.1 with active links or immediate access to the full terms of the Project Gutenberg $^{\text{\tiny TM}}$  License.
- 1.E.6. You may convert to and distribute this work in any binary, compressed, marked up, nonproprietary or proprietary form, including any word processing or hypertext form. However, if you provide access to or distribute copies of a Project Gutenberg<sup> $^{\text{TM}}$ </sup> work in a format other than "Plain Vanilla ASCII" or other format used in the official version posted on the official Project Gutenberg<sup> $^{\text{TM}}$ </sup> website (www.gutenberg.org), you must, at no additional cost, fee or expense to the user, provide a copy, a means of exporting a copy, or a means of obtaining a copy upon request, of the work in its original "Plain Vanilla ASCII" or other form. Any alternate format must include the full Project Gutenberg<sup> $^{\text{TM}}$ </sup> License as specified in paragraph 1.E.1.

- 1.E.7. Do not charge a fee for access to, viewing, displaying, performing, copying or distributing any Project Gutenberg<sup>™</sup> works unless you comply with paragraph 1.E.8 or 1.E.9.
- 1.E.8. You may charge a reasonable fee for copies of or providing access to or distributing Project Gutenberg<sup>TM</sup> electronic works provided that:
- You pay a royalty fee of 20% of the gross profits you derive from the use of Project Gutenberg™ works calculated using the method you already use to calculate your applicable taxes. The fee is owed to the owner of the Project Gutenberg™ trademark, but he has agreed to donate royalties under this paragraph to the Project Gutenberg Literary Archive Foundation. Royalty payments must be paid within 60 days following each date on which you prepare (or are legally required to prepare) your periodic tax returns. Royalty payments should be clearly marked as such and sent to the Project Gutenberg Literary Archive Foundation at the address specified in Section 4, "Information about donations to the Project Gutenberg Literary Archive Foundation."
- You provide a full refund of any money paid by a user who notifies you in writing (or by email) within 30 days of receipt that s/he does not agree to the terms of the full Project Gutenberg™ License. You must require such a user to return or destroy all copies of the works possessed in a physical medium and discontinue all use of and all access to other copies of Project Gutenberg™ works.
- You provide, in accordance with paragraph 1.F.3, a full refund of any money paid for a work or a replacement copy, if a defect in the electronic work is discovered and reported to you within 90 days of receipt of the work.
- You comply with all other terms of this agreement for free distribution of Project Gutenberg $^{\text{\tiny TM}}$  works.
- 1.E.9. If you wish to charge a fee or distribute a Project Gutenberg<sup>™</sup> electronic work or group of works on different terms than are set forth in this agreement, you must obtain permission in writing from the Project Gutenberg Literary Archive Foundation, the manager of the Project Gutenberg<sup>™</sup> trademark. Contact the Foundation as set forth in Section 3 below.

#### 1.F.

- 1.F.1. Project Gutenberg volunteers and employees expend considerable effort to identify, do copyright research on, transcribe and proofread works not protected by U.S. copyright law in creating the Project Gutenberg™ collection. Despite these efforts, Project Gutenberg™ electronic works, and the medium on which they may be stored, may contain "Defects," such as, but not limited to, incomplete, inaccurate or corrupt data, transcription errors, a copyright or other intellectual property infringement, a defective or damaged disk or other medium, a computer virus, or computer codes that damage or cannot be read by your equipment.
- 1.F.2. LIMITED WARRANTY, DISCLAIMER OF DAMAGES Except for the "Right of Replacement or Refund" described in paragraph 1.F.3, the Project Gutenberg Literary Archive Foundation, the owner of the Project Gutenberg™ trademark, and any other party distributing a Project Gutenberg™ electronic work under this agreement, disclaim all liability to you for damages, costs and expenses, including legal fees. YOU AGREE THAT YOU HAVE NO REMEDIES FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR BREACH OF CONTRACT EXCEPT THOSE PROVIDED IN PARAGRAPH 1.F.3. YOU AGREE THAT THE FOUNDATION, THE TRADEMARK OWNER, AND ANY DISTRIBUTOR UNDER THIS AGREEMENT WILL NOT BE LIABLE TO YOU FOR ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES EVEN IF YOU GIVE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.
- 1.F.3. LIMITED RIGHT OF REPLACEMENT OR REFUND If you discover a defect in this electronic work within 90 days of receiving it, you can receive a refund of the money (if any) you paid for it by sending a written explanation to the person you received the work from. If you received the work on a physical medium, you must return the medium with your written explanation. The person or entity that provided you with the defective work may elect to provide a replacement copy in lieu of a refund. If you received the work electronically, the person or entity providing it to you may choose to give you a second opportunity to receive the work electronically in lieu of a refund. If the second copy is also defective, you may demand a refund in writing without further opportunities to fix the problem.
- 1.F.4. Except for the limited right of replacement or refund set forth in paragraph 1.F.3, this work is provided to you 'AS-IS', WITH NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.
- 1.F.5. Some states do not allow disclaimers of certain implied warranties or the exclusion or limitation of certain types of damages. If any disclaimer or limitation set forth in this agreement violates the law of the state applicable to this agreement, the agreement shall be

interpreted to make the maximum disclaimer or limitation permitted by the applicable state law. The invalidity or unenforceability of any provision of this agreement shall not void the remaining provisions.

1.F.6. INDEMNITY - You agree to indemnify and hold the Foundation, the trademark owner, any agent or employee of the Foundation, anyone providing copies of Project Gutenberg  $^{\text{\tiny TM}}$  electronic works in accordance with this agreement, and any volunteers associated with the production, promotion and distribution of Project Gutenberg  $^{\text{\tiny TM}}$  electronic works, harmless from all liability, costs and expenses, including legal fees, that arise directly or indirectly from any of the following which you do or cause to occur: (a) distribution of this or any Project Gutenberg  $^{\text{\tiny TM}}$  work, (b) alteration, modification, or additions or deletions to any Project Gutenberg  $^{\text{\tiny TM}}$  work, and (c) any Defect you cause.

#### Section 2. Information about the Mission of Project Gutenberg™

Project Gutenberg $^{\text{TM}}$  is synonymous with the free distribution of electronic works in formats readable by the widest variety of computers including obsolete, old, middle-aged and new computers. It exists because of the efforts of hundreds of volunteers and donations from people in all walks of life.

Volunteers and financial support to provide volunteers with the assistance they need are critical to reaching Project Gutenberg<sup>TM</sup>'s goals and ensuring that the Project Gutenberg<sup>TM</sup> collection will remain freely available for generations to come. In 2001, the Project Gutenberg Literary Archive Foundation was created to provide a secure and permanent future for Project Gutenberg<sup>TM</sup> and future generations. To learn more about the Project Gutenberg Literary Archive Foundation and how your efforts and donations can help, see Sections 3 and 4 and the Foundation information page at www.gutenberg.org.

### **Section 3. Information about the Project Gutenberg Literary Archive Foundation**

The Project Gutenberg Literary Archive Foundation is a non-profit 501(c)(3) educational corporation organized under the laws of the state of Mississippi and granted tax exempt status by the Internal Revenue Service. The Foundation's EIN or federal tax identification number is 64-6221541. Contributions to the Project Gutenberg Literary Archive Foundation are tax deductible to the full extent permitted by U.S. federal laws and your state's laws.

The Foundation's business office is located at 809 North 1500 West, Salt Lake City, UT 84116, (801) 596-1887. Email contact links and up to date contact information can be found at the Foundation's website and official page at www.gutenberg.org/contact

### Section 4. Information about Donations to the Project Gutenberg Literary Archive Foundation

Project Gutenberg<sup>TM</sup> depends upon and cannot survive without widespread public support and donations to carry out its mission of increasing the number of public domain and licensed works that can be freely distributed in machine-readable form accessible by the widest array of equipment including outdated equipment. Many small donations (\$1\$ to \$5,000) are particularly important to maintaining tax exempt status with the IRS.

The Foundation is committed to complying with the laws regulating charities and charitable donations in all 50 states of the United States. Compliance requirements are not uniform and it takes a considerable effort, much paperwork and many fees to meet and keep up with these requirements. We do not solicit donations in locations where we have not received written confirmation of compliance. To SEND DONATIONS or determine the status of compliance for any particular state visit <a href="https://www.gutenberg.org/donate">www.gutenberg.org/donate</a>.

While we cannot and do not solicit contributions from states where we have not met the solicitation requirements, we know of no prohibition against accepting unsolicited donations from donors in such states who approach us with offers to donate.

International donations are gratefully accepted, but we cannot make any statements concerning tax treatment of donations received from outside the United States. U.S. laws alone swamp our small staff.

Please check the Project Gutenberg web pages for current donation methods and addresses. Donations are accepted in a number of other ways including checks, online payments and credit card donations. To donate, please visit: www.gutenberg.org/donate

### Section 5. General Information About Project Gutenberg™ electronic works

Professor Michael S. Hart was the originator of the Project Gutenberg<sup> $\mathrm{TM}$ </sup> concept of a library of electronic works that could be freely shared with anyone. For forty years, he produced and distributed Project Gutenberg<sup> $\mathrm{TM}$ </sup> eBooks with only a loose network of volunteer support.

Project Gutenberg $^{\text{\tiny TM}}$  eBooks are often created from several printed editions, all of which are confirmed as not protected by copyright in the U.S. unless a copyright notice is included. Thus, we do not necessarily keep eBooks in compliance with any particular paper edition.

Most people start at our website which has the main PG search facility: www.gutenberg.org.

This website includes information about Project Gutenberg $^{\text{\tiny TM}}$ , including how to make donations to the Project Gutenberg Literary Archive Foundation, how to help produce our new eBooks, and how to subscribe to our email newsletter to hear about new eBooks.