

**IN PARLIAMENT  
HOUSE OF COMMONS  
SESSION 2005-06**

**CROSSRAIL BILL**

**PETITION OF THORNFIELD PROPERTIES (LONDON) LIMITED**

**AGAINST,**

**BY COUNSEL**

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Ref Emma Bennett

## CROSSRAIL BILL

**Petition against the Bill - on Merits - Praying to be heard by Counsel etc.**

**To the Honourable the Commons of the United Kingdom of Great Britain and Northern Ireland in Parliament assembled**

THE HUMBLE PETITION OF Thornfield Properties (London) Limited of 6 Cork Street, London W1S 3NX (hereinafter referred to as "**your Petitioner**").

**SHEWETH** as follows:

- 1 A Bill (hereinafter referred to as the "**Bill**") has been introduced and is now pending in your Honourable House entitled "A Bill to make provision for a railway transport system running from Maidenhead, in the County of Berkshire, and Heathrow Airport, in the London Borough of Hillingdon, through central London to Shenfield, in the County of Essex, and Abbey Wood, in the London Borough of Greenwich; and for connected purposes".
- 2 The Bill is promoted by the Secretary of State for Transport (the "**Secretary of State**"). In the Explanatory Notes to the Bill prepared by the Department for Transport it is stated at paragraph 3 that "the main purpose of this Bill is to secure the powers necessary to build Crossrail. Crossrail will consist of new rail tunnels running west-east through central London connecting directly with existing surface rail routes to Maidenhead and Heathrow in the west and Shenfield and Abbey Wood in the east. By connecting the main London rail terminals of Paddington and Liverpool Street, Crossrail will enable interconnecting mainline services to cross the centre of London via a number of new purpose-built stations."
- 3 The Bill applies certain provisions from legislation relating to compulsory purchase. It also applies other railway legislation.
- 4 By Clause 1 the Bill proposes to authorise the "nominated undertaker" to construct and maintain the works specified in Schedule 1 to the Bill (the "**Scheduled Works**"). Included in the Scheduled Works are:

Work No. 1/3A – (in the City of Westminster, London Boroughs of Camden, Islington and Tower Hamlets and City of London) a railway (10,809 metres in length, in tunnel) commencing by a junction with Work No. 1/2 at its termination, passing eastwards and terminating beneath a point 140 metres west of the junction of Stepney Green with White Horse Lane;

Work No. 1/3B - (in the City of Westminster, London Boroughs of Camden, Islington and Tower Hamlets and City of London) a railway (10,942 metres in length, in tunnel) commencing by a junction with Work No. 1/2 at its termination, passing eastwards and terminating beneath a point 135 metres south-west of the junction of Stepney Green with White Horse Lane;

Works Nos. 1/3A and 1/3B include stations at, inter alia, Farringdon.
- 5 By Clause 1(3) the Bill proposes lateral deviation and vertical deviation.

- 6 By Clause 13 of the Bill, the nominated undertaker will be either a person or persons specified as such by the Secretary of State by order or, in the absence of such a specified person, the Secretary of State.
- 7 By Clause 2 of the Bill it is proposed to authorise the nominated undertaker to carry out the additional works specified in Schedule 2 to the Bill including, amongst others, the underpinning of buildings and the carrying out of preparatory works including the making of trial holes, on giving not less than seven days' notice in writing.
- 8 By Clause 6 the Bill proposes to authorise the Secretary of State to acquire compulsorily certain lands shown on the deposited plans within the limits of deviation for the Scheduled Works as may be required for or in connection with the works proposed to be authorised by the Bill or otherwise for or in connection with Crossrail or within the limits of land to be acquired or used. The purposes for which land may be acquired if the proposed Act is passed are specified in Schedule 6 to the Bill. By Clause 6(5) the powers of compulsory purchase under the Bill would expire five years after the date of the passing of the proposed Act.
- 9 By Clause 7 the Bill proposes that the Secretary of State should be empowered to acquire compulsorily land outside the limits of deviation which is required for or in connection with the Scheduled Works. In addition, the Bill provides that the Secretary of State may acquire land compulsorily within the limits of deviation in excess of that specified in Schedule 6 in order to mitigate the effect on the environment of the works or to relocate apparatus.
- 10 The Bill will, if enacted, enable the nominated undertaker to affect adversely as hereinafter set out the property rights and interests of your Petitioner arising from its interest in premises at 43 Farringdon Street, London (also referred to as, the General Market building, Smithfield and referred to hereinafter as the "**General Market**") and from its interest in premises at Caxton House, 2 Farringdon Road, London (referred to hereinafter as "**Caxton House**", together referred to as the "**Property**"). The General Market is described in part, namely, the "underground car park (Snow Hill) and access road", in the deposited book of reference and is numbered 5 and 6 (City of London) and 23 and 26 (London Borough of Islington) on the deposited plans. Caxton House is described as "underground car park and premises (Caxton House and Car Park)" in the deposited book of reference and is numbered 21<sup>1</sup>, 22, 23 and 26 (London Borough of Islington) on the deposited plans.
- 11 The freehold title to the General Market is vested in the Corporation of London. Your Petitioner is party to an agreement for lease and a development agreement dating from December 2002 made between the Mayor and Commonalty and Citizens of the City of London and your Petitioner, both being conditional on, inter alia, obtaining planning permission for redevelopment of the General Market. Your Petitioner is also party to an conditional agreement with National Car Parks Limited to acquire their long leasehold interest in the basement to the General Market.
- 12 The freehold title to Caxton House is vested in the Corporation of London. Your Petitioner is party to an agreement, made between National Car Parks Limited and your Petitioner, granting your Petitioner an option to acquire their long leasehold interest in the basement of Caxton House.
- 13 The General Market lies on the corner of Charterhouse Street and Farringdon Street, the frontages to which are a parade of shops with self contained offices above. The majority of

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<sup>1</sup> With respect to plot 21, your Petitioner's interest does not extend to the subsoil.

the floor space within the General Market was designed and built in the 1880s as a fruit and flower market. With the exception of six shop units on various short leases and the basement car park let to National Car Parks Limited, the General Market is empty and unused and has been for many years. The General Market is generally in a poor and unsafe condition.

- 14 Caxton House lies on the corner of Charterhouse Street and Farringdon Road to the north of the General Market. Caxton House and the General Market are connected at basement level beneath Charterhouse Street. At street level Caxton House comprises a parade of shops above which sits an eight storey 1960s office block. The basement car park is let to National Car Parks Limited.
- 15 Your Petitioner is a private development company which has been in existence for the past 20 years and is jointly owned by Thornfield, Lehman Brothers and the Bank of Scotland. Your Petitioner has a proven track record of successfully initiating, financing and constructing major development projects throughout the UK.
- 16 In May 2004, your Petitioner submitted applications for planning permission, conservation area consent and listed building consent to the Corporation of London (the "**Corporation**") for redevelopment of the General Market and other adjacent underused and derelict buildings at 25 Snow Hill and 29 Smithfield Street for office, retail and leisure. The redevelopment will bring benefits to the local area, contributing to economic regeneration and enhancement of the environment. The high quality replacement buildings will preserve and enhance the Smithfield Conservation Area, within which the General Market lies, and local vistas. Furthermore, the proposed redevelopment allows for renewal of the deck structures spanning the busy Thameslink lines directly underneath part of the General Market and the adjacent buildings to the south; the deck structure is in need of repairs and the new structure would be designed to have a service life of 120 years. The redevelopment has also been designed to enable Crossrail to proceed, facilitating access to the adjacent Caxton House basement for Crossrail works, by maintaining a two-way access route (for both Crossrail vehicles and vehicles related to the redevelopment or occupation of the General Market) through the basements of the proposed development, both during redevelopment and operation of the building. These applications remain before the Corporation.
- 17 Subsequently on 30 August 2005, your Petitioner submitted a further application for planning permission, conservation area consent and listed building consent for redevelopment of the General Market for office and retail. The adjacent buildings are excluded from these recent applications. (This is because the status of one of those buildings, namely the Red House, has changed; the Red House was listed by the Secretary of State in March 2005.) The benefits of redevelopment include, as before, a high quality replacement building which contributes to the character of the Smithfield Conservation Area and which importantly allows renewal of the deck structure spanning the Thameslink lines beneath the General Market. The proposed development also facilitates access to the Caxton House basement for Crossrail works by maintaining a two-way access route through the basement of the proposed development, from West Smithfield Street to the basement of Caxton House, both during redevelopment and operation of the building.
- 18 Your Petitioner, in principle, supports the aims and objectives of the Bill and accepts that there will be substantial benefits to London, its people and its economies due to the east to west railway, but it is concerned that the works proposed should not be carried out to the

detriment of your Petitioner and its rights and interests. Your Petitioner and its rights, and interests are affected by certain consequences of the proposal and by matters of important detail in the Bill, to which your Petitioner objects for the reasons hereinafter appearing.

#### **Acquisition of land**

- 19 The Environmental Statement<sup>2</sup> (the "ES") prepared for the Department of Transport on the Crossrail project describes in chapter 8 the permanent and temporary works to be carried out along the central route section of Crossrail by reference to 15 component "route windows". Route Window C6: Farringdon Station covers approximately the area from Holborn to the Barbican and includes the Property. The ES notes that the permanent works in this Route Window will consist of a twin-bore tunnel and a new station at Farringdon. The ES indicates that there are to be four worksites in this area associated with the station works, including one at Cardinal House which will comprise the area to be demolished for the western ticket hall and the basement car park areas of Caxton House and the General Market<sup>3</sup> (referred to hereinafter as the "**Cardinal House worksite**"). The ES states that the basement car parks at Caxton House and the General Market will be temporarily acquired for storage, site accommodation and lorry holding, with a secondary lorry holding area, if required, on Snow Hill. It appears that the ES and the Bill are inconsistent in the description of the extent of land required for the Scheduled Works. Your Petitioner accordingly objects and requires clarification as to the extent of land required and the nature of use of that land.
- 20 Your Petitioner accordingly objects to Clause 6 and Schedule 6 of the Bill as those parts of the Property described in paragraph 10 of part 3 of Schedule 6 to the Bill (namely, the underground car park (Snow Hill) and access road (plots 5 and 6), underground car parks (Caxton House and Snow Hill) (plots 22, 23 and 26) and, with respect to plot 21, the underground car park (Caxton House) only) are liable to compulsory acquisition by the Secretary of State for the provision of a working site. The compulsory acquisition of this land would prejudice your Petitioner's proposals for redevelopment of the General Market. Your Petitioner requires that reference to the Property (or part thereof) in Schedule 6 of the Bill is removed.
- 21 Your Petitioner also objects to Clause 7 of the Bill which, if passed into law, would empower the Secretary of State to compulsorily acquire other parts of the Property.
- 22 Your Petitioner submits that any reference to the Property should instead be incorporated within Schedule 5 (Temporary possession and use of land), paragraph 1 (Occupation and use for construction of works) and the nominated undertaker should only be empowered to use the Property in a way that is compatible with its redevelopment which includes renewal of the structures spanning the Thameslink lines. Accordingly, your Petitioner objects to the use of the basement of the General Market for storage, site accommodation and lorry holding; however, the proposed redevelopment has been designed to accommodate access, during and in conjunction with redevelopment and operation, to the adjacent basement car park of Caxton House for the Scheduled Works.
- 23 If reference to the Property were to be included in Schedule 5, your Petitioner objects to the power in paragraph 1(b) thereto allowing the nominated undertaker to remove from the land any structure thereon. Your Petitioner requires that any such power is subject to a

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<sup>2</sup> Reference to the ES includes reference to the Supplementary ES.

<sup>3</sup> Referred to in the ES as the "basement car park of the General Market (Smithfield)" and in Schedule 6 to the Bill as the "underground car park (Snow Hill)".

provision requiring consultation with your Petitioner. Your Petitioner submits that the 28 days' notice of entry contained in paragraph 2 is insufficient and requires that notice of entry should be at least 24 months. Paragraph 3 of that Schedule would allow the nominated undertaker to remain on the Property for a period of up to a year after the works are complete. Your Petitioner requires that the nominated undertaker gives up possession of the Property having reinstated it to its former state as soon as possible following completion of the works.

### **Programme**

- 24** The ES states that the main construction works will take place over a six-year period (2007 to 2013), in addition to which, enabling works will be undertaken in advance of the main construction works. The ES sets out the programme for a typical station underground and a typical tunnel section. Hours of work are stated to be 0700 to 1900. The Supplementary ES considers impacts if the construction period were to run from 2009 to 2015 and also if hours of work were to be reduced to 0800 to 1800.
- 25** The ES states that the construction and fitting out and commissioning of Farringdon Station will be undertaken over a period of approximately four years and eight months. Enabling works will include utility diversions around Farringdon Station. The main construction works for the station are stated to be:
- (i) demolition of podium at Cardinal House, construction of temporary construction shaft and demolition of Cardinal Tower;
  - (ii) piling around perimeter and excavation of boxes – approximately 10 months;
  - (iii) excavation of eastbound and westbound platform tunnels, and lining – approximately 17 months; and
  - (iv) tunnel platform lining and installation of mechanical and electrical equipment, ventilation equipment and emergency escape stairs and lifts, construction of ticket halls and escalators – approximately 22 months.
- 26** Your Petitioner submits that there is insufficient information on the programming of the Scheduled Works to enable a proper assessment of the impact of the works on the use of the Property and redevelopment of the General Market. Furthermore, until issues such as the use of the Hanbury Street Shaft are resolved, the impact of the programme of works on the General Market, in particular, cannot be satisfactorily assessed. The lack of information and uncertainty will prejudice your Petitioner's proposals for the Property.
- 27** As noted above, your Petitioner has submitted applications for redevelopment of the General Market and requires further information to assess whether such redevelopment may proceed prior to the commencement of the Scheduled Works or consecutively. Your Petitioner requires further details and specific programme information for both the station and tunnel works and how those works relate to the use of the Cardinal House worksite to allow proper assessment and comment. Your Petitioner also requires details and programming of the enabling works to be provided.

### **Use of the Property as a worksite**

- 28** The matters with which your Petitioner is particularly concerned regarding the proposed use of part of the Property as a worksite, or as access to a worksite, include the issues of noise, access, vibration, dust, dirt and hours of work. These issues are addressed in further detail below. In addition, the ES provides no information on whether or not any

works of adaptation or alteration are required to the Property to allow for its use as a worksite and, if so, what works of re-instatement will be undertaken. Your Petitioner accordingly objects to the provisions of the Bill on the basis of this omission and requires information of any such proposed works of adaptation or alteration and re-instatement in relation to both the existing and proposed buildings at the Property notwithstanding that your Petitioner objects to any proposed use that is inconsistent with its redevelopment proposals. Further there is no evidence to show that alternative sites for the worksite have been considered in accordance with the Directive<sup>4</sup>, nor have the cumulative effects of the Cardinal House and the East Market worksites been sufficiently assessed, suggesting that the ES is deficient.

- 29** The ES states that about 60 lorries a day will access the worksite during the peak period, however, the ES provides no definition of the peak period, although it suggests that it may be for a 10 month period. Although the number of daily lorry trips generated is estimated to be 60 during peak time and 25 at other times, there is no technical analysis within the ES to justify these figures. Your Petitioner submits that further detailed information on, inter alia, lorry movements and hours of work is required to allow an assessment of the impact of the Scheduled Works and use of the Cardinal House worksite on the Property both physically and in terms of beneficial use.
- 30** The ES assumes that the first three hours of the day would account for 60 per cent of the day's lorry movements, the remainder taking place between 1000 and 1400 hours. The daily peak of activity associated with the worksite (i.e. 0700-1000 or 0800-1100) is therefore likely to coincide with peak service vehicle activity associated with the proposed development, the morning peak of pedestrian activity in the vicinity and also with the significant volume of vehicle activity associated with the operation of the adjacent markets.
- 31** In addition, the proposed lorry holding area of Snow Hill, will be located on the only exit from the area to the south and west. Any lorries waiting within the holding area are likely to have a significant impact on the accessibility of the area and to the Property. There is no evidence to show that alternative remote sites for lorry holding have been considered.
- 32** The ES states in relation to Route Window C6 that the use of access routes to worksites by construction traffic is not predicted to give rise to any significant impacts on road users, pedestrians or cyclists. Your Petitioner submits that construction vehicles and activity will have a significant impact on the existing or proposed building at the General Market, the existing building at Caxton House and the occupiers of the proposed new building on the site of the General Market.
- 33** Your Petitioner submits that there needs to be a systematic and specific evaluation of the likely impacts of the construction works on the Property, including hours of working, heavy goods vehicle type, size and movements, traffic flows, stacking of construction traffic, road and footpath closures, visual intrusion of construction activities, nuisance, noise, light, dust, vibration, settlement or heave and groundwater changes. The assessment of impacts should include details on the possible cumulative impact with Thameslink 2000 works. Your Petitioner submits that the nominated undertaker should provide detailed plans, method statements, work programmes and delivery schedules in relation to the use of the worksite well in advance of the commencement of the Scheduled Works.

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<sup>4</sup> Council Directive 85/337/EC as amended by Council Directive 97/11/EC

- 34 Your Petitioner submits that its approval should be sought by the nominated undertaker in the drawing up of a site-specific code of construction practice (as opposed to the generic Construction Code included within the documentation supporting the Bill) in order to ensure that satisfactory construction mitigation measures are adopted. Your Petitioner is concerned to ensure that the nominated undertaker is required to adopt the very highest standards of mitigation of the effects of, inter alia, noise, dust and vibration caused during the construction period and in particular that the code of construction practice replicates the Corporation's best practice requirements imposed on other major construction projects in the City.

#### **Noise and Vibration**

- 35 Your Petitioner is concerned about the effects of vibration both during construction and operation of the Scheduled Works on the Property, both existing and proposed. Your Petitioner is also concerned about the effect of noise on the working conditions of your Petitioner's future lessees of the General Market.
- 36 Your Petitioner fears that damage to the Property or plant and machinery therein will result from the vibration associated with piling and other construction activities. Measures should be agreed to ensure the absence of impact induced vibration during any such periods and your Petitioner requires an effective monitoring system in place before commencement of and during construction of the works to give effect to such measures.
- 37 The ES notes that significant adverse impacts in the central route section during construction include, pedestrian diversions, driver delays and construction noise impacts to residential properties. The ES is deficient in that there is no assessment of the impact of noise, in particular, construction noise, on persons other than residents, and most pertinently, office workers. The ES notes that no significant noise and vibration impacts will occur from the above ground works at the Cardinal House worksite. These comments are general and insufficiently detailed.
- 38 Part 4B of the London Mayor's Ambient Noise Strategy specifically deals with railway noise. The Strategy identifies a number of issues relating to railway noise management including, track type and quieter rolling stock. The ES should contain evidence that Crossrail addresses these key issues. Your Petitioner objects on the basis of this omission.
- 39 Your Petitioner also requires an effective noise monitoring system in place before commencement and during construction of the works. There must, in your Petitioner's submission, be a threshold agreed between your Petitioner and the nominated undertaker; if that threshold is exceeded the nominated undertaker should be obliged to cease construction until such time as remedial measures are in place which will reduce noise levels below the agreed threshold.

#### **Settlement**

- 40 The ES does not provide sufficient information on settlement. The authors of the ES have estimated settlement contours, but insufficient information is included in the deposited plans or the ES to confirm that this will be achieved. It is assumed that the settlement calculations are based on generic ground conditions rather than specific conditions at and in the vicinity of the Property; local variations in ground conditions may give rise to a different settlement pattern. Your Petitioner is concerned that the predicted ground movements occurring at the Property could exceed those predicted by the authors of the ES and consequently cause damage to the Property. Your Petitioner requires a detailed

site-specific soil-structure interaction analysis to be undertaken at the Secretary of State's cost, incorporating local soil conditions and the construction sequence for both Crossrail and your Petitioner's redevelopment.

**41** The maximum ground movement could increase should the arrangement of tunnels be displaced within the limits of deviation, particularly laterally. The prediction of settlement will further depend on the actual construction sequence and the interaction between the Scheduled Works and your Petitioner's redevelopment proposals. Your Petitioner submits that prior to any works being effected, a survey of the buildings at the Property must be undertaken and a schedule of condition agreed with your Petitioner. Such assessment to be undertaken by your Petitioner at the Secretary of State's cost or alternatively to be carried out following full consultation with your Petitioner or with its prior agreement. Monitoring of ground movements throughout the construction period and for an agreed period following completion will also be required.

**42** Your Petitioner submits that, if damage is caused to the Property as a direct or indirect result of the works proposed in the Bill or the use of the Property as a worksite, the Secretary of State should be required to ensure that the works of restoration are to a specification and to a standard to be agreed by your Petitioner and, following agreement, are to be carried out by your Petitioner at the Secretary of State's cost. These requirements to be in addition to your Petitioner being entitled to full compensation for any adverse or injurious affects to its property, rights, interests or business due to the provisions in the Bill.

#### **Services**

**43** It is essential that there will be no disruption to statutory or other services provided to the Property. In your Petitioner's submission a co-ordinated programme of works to any such services leading into the Property needs to be established by the nominated undertaker and agreed with your Petitioner so as to ensure that in carrying out the Scheduled Works any works to such services do not cause unnecessary disruption to the use of the Property.

#### **Air quality and dust**

**44** Your Petitioner is concerned to secure the preservation of clean air to the air intakes for air conditioning and cooling purposes following redevelopment. Your Petitioner would wish to see an effective monitoring system in place before commencement and during construction of the works to ensure that the air taken into the General Market is maintained at a quality no worse than at present available.

#### **Groundwater**

**45** The ES notes that groundwater flows will be monitored during construction and that necessary measures will be taken to ensure no significant adverse impacts occur. There is insufficient information as to the type of necessary measures or the impact of those measures. Your Petitioner submits that groundwater levels and flows must be monitored throughout construction and for an agreed period following completion.

#### **Spoil**

**46** The tunnelling work both below and adjacent to the Property will involve the removal of large quantities of spoil arising from the construction of the new Crossrail station at Farringdon and the running tunnels. Your Petitioner submits that the nominated undertaker should be obliged to make satisfactory arrangements for the removal of spoil in such a

manner as will cause least disruption to your Petitioner. The ES does not appear to have considered or fully assessed alternatives to removing spoil by road (for example, by rail). The ES is deficient in this respect.

### **Highway**

- 47 Clause 3 and Schedule 3 of the Bill make provisions in relation to highways. Paragraph 5 of Schedule 3 provides for temporary interference with any highway. Paragraph 5(2) provides that the nominated undertaker is to provide reasonable access for pedestrians going to or from premises abutting an affected highway. Paragraph 5(3) requires prior consultation with the highway authority, however, only in so far as to ensure public safety and, as far as reasonably practicable, to reduce public inconvenience. Farringdon Road, Farringdon Street, West Smithfield, Snow Hill and Charterhouse Street, *inter alia*, may be temporarily affected within the relevant limits. Any highway which is temporarily stopped up may be used as a working site if it is within the limits of deviation for the Scheduled Works.
- 48 Your Petitioner objects to Clause 3 and Schedule 3 of the Bill in that these provisions allow the Secretary of State to stop up large areas of highway for lengthy periods possibly extending to a number of years and for those areas to be used as a working site. Your Petitioner submits that these powers are too broad particularly in that the only access that the nominated undertaker is required to provide is pedestrian. There are no provisions relating, *inter alia*, to the servicing or maintenance of properties, reasonable access for taxi drop off or provision to allow access to properties for redevelopment purposes. Your Petitioner requires that consultation with it (among others) is required prior to the stopping up, temporarily or permanently, of any highway adjacent to or in the vicinity of the Property.

### **Deviation**

- 49 Your Petitioner objects to Clause 1(3) of the Bill in that the effect of the aforesaid Clause is to give the Secretary of State the power to deviate laterally from the lines shown on the deposited plans to any extent within the limits of deviation and vertically from the levels shown on the deposited sections to any extent not exceeding 3 metres upwards and to any extent downwards. Your Petitioner submits that the limits proposed in Clause 1(3) of the Bill cause uncertainty in view of the possible effects and likely impacts of the works, in particular, settlement as noted above.

### **Supplementary provisions**

- 50 Clause 2 and Schedule 2 of the Bill contains further and supplementary provisions regarding the Scheduled Works. The nominated undertaker may, *inter alia*, alter or remove structures erected on any highway or adjoining land and form and lay out means of access. The nominated undertaker may also underpin or strengthen a building within 50m of the works giving at least 28 days' notice to the owners and occupiers of the building and the undertaker may enter the land (not the building) to carry out the work. The undertaker may also enter any building within 50m of the works to survey that building (paragraph 5). For preparatory purposes, the undertaker may survey or investigate any land within the limits of deviation or within the limits of land to be acquired or used which includes making trial holes to investigate the nature of the soil (paragraph 9(1)).
- 51 Your Petitioner objects to the provisions of Clause 2 and Schedule 2 as there is no requirement giving the owners or occupiers of buildings the option to carry out any necessary underpinning or strengthening works themselves at the expense of the nominated undertakers. Your Petitioner further objects to the aforesaid Clause in that it

does not place the Promoters under a duty to consult with the owners or occupiers of the buildings concerned to agree, inter alia, the specification, timing and means of carrying out any such works, if such works should be carried out by the nominated undertaker. Control over any such works is essential to your Petitioner. Your Petitioner also notes that paragraph 9 of Schedule 2 to the Bill contains no requirement as to reasonableness and no power to the owner or occupier to dispute the necessity for the making of trial holes. Your Petitioner submits that paragraph 9 should be amended to so provide. Your Petitioner also objects to the fact that the Bill imposes no obligation on the nominated undertakers to restore the land after the making of such holes.

- 52 Your Petitioners submit that, when remedial measures become necessary as the works proceed, they should be entitled to require the nominated undertaker to carry out those measures immediately, rather than delaying such measures until the conclusion of the works.

#### **Incorporation of statutory provisions**

- 53 Your Petitioner objects to the incorporation of the whole of Section 16 of the Railways Clauses Consolidation Act 1845 in Clause 44 of the Bill in so far as they relate to the proposals affecting your Petitioner's interests and rights. The powers conferred under Section 16 of the Railways Clauses Consolidation Act 1845 are too wide ranging and do not provide for consultation with your Petitioner.
- 54 Your Petitioner further objects to the incorporation of Sections 32 and 33 of the Railways Clauses Consolidation Act 1845 in Clauses 44 of the Bill. The effect of the aforesaid section is that the nominated undertaker may occupy or endeavour to occupy any land within the limits of deviation (subject to certain exceptions relating to ornamental grounds, etc.) for various purposes including the depositing of spoil, without any need for prior payment and only a minimum requirement of three weeks' written notice.

#### **The ES, Supplementary ES and plans – in general**

- 55 Your Petitioner submits that the deposited plans, the deposited sections, the deposited book of reference and the ES (including the Supplementary ES) do not give sufficient detail of the station and tunnel works to be undertaken in the vicinity of the Property, the nature of use of the Cardinal House worksite or the programme of such works. As required by Council Directive 85/337/EC (as amended by Directive 97/11/EC), the ES is required to describe the project and its likely significant effects on the environment. The ES is also required to describe the measures that will be taken to avoid or reduce any adverse impact on the environment. Your Petitioner submits that the ES is deficient in a number of ways, including, an inadequate description of the likely significant effects of the Scheduled Works, insufficient detail of the proposed mitigation measures and assessment of their effectiveness in avoiding, reducing or remedying significant adverse effects and insufficient analysis of alternatives.

#### **Other matters**

- 56 Your Petitioner will incur expenses in relation to monitoring any effects of the construction of the works on the Property and of taking appropriate steps to ensure that its interests are adequately protected. Your Petitioner submits that all related costs incurred by it so doing should be reimbursed by the nominated undertaker.
- 57 This Honourable House is petitioned that should your Petitioner suffer damage to the Property it will need to be fully compensated by the nominated undertaker for its direct and

indirect loss and indemnified against all and any consequential loss resulting from the provisions of the Bill.

- 58** There are other clauses and provisions of the Bill which, if passed into law as they now stand, will prejudicially affect your Petitioner and its rights, interests and property and for which no adequate provision is made to protect your Petitioner.

YOUR PETITIONER therefore prays that the Bill may not be allowed to pass into law as it now stands and that it may be heard by its officers Counsel or Agent and witnesses in support of the allegations of the Petition against so much of the Bill as affects the rights and interests of your Petitioner and in support of such other clauses amendments or provisions as may be necessary or expedient for its protection or that such other relief may be given to your Petitioner as your Honourable House shall deem meet.

AND your Petitioner will ever pray etc.,