

MINUTES OF ORAL EVIDENCE

taken before the

HIGH SPEED RAIL (CREWE - MANCHESTER) BILL SELECT COMMITTEE

PETITIONS AGAINST THE BILL

Tuesday, 4 July 2023 (Afternoon)

In Committee Room 8

A video of the proceedings can be found [here](#).

PRESENT:

Andrew Percy (Chair)
Dr Lisa Cameron
Antony Higginbotham
Grahame Morris
Holly Mumby-Croft

FOR THE PROMOTER:

Timothy Mould KC, Lead Counsel, Department for Transport

Exhibits referred to by the promoter during the hearing with Patricia Mather and John Keleher can be found [here](#).

FOR THE PETITIONER:

1. Patricia Mather and John Keleher
 - Rt. Hon Esther McVey MP

IN PUBLIC SESSION

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(At 2.15 p.m.)

1. THE CHAIR: Good afternoon and welcome to this afternoon's meeting of the High Speed Rail Hybrid Bill Select Committee. We're going to be hearing a petitioner today on behalf of School Lane Residents' Group, which will be by Esther McVey MP. Before we do that though, Esther, I'm just going to go over to Mr Mould because we've got a couple of statements HS2 need to put on the record. So, Mr Mould.

2. MR MOULD KC (DfT): Thank you very much. Yes, the first one relates to additional provision 2, AP2.

3. 'Yesterday, Monday 3 July, additional provision 2, or simply AP2, was deposited in both Houses. It will be available to view locally at relevant locations along the line of the route, including libraries, local authority and parish council offices from 10 July. AP2 is a package of amendments to the present Bill, which refine the scheme in a number of ways, most notably through changes to the design of junction 6 of the M56, the relocation of a vent shaft in Withington and the subsequent realignment of the Manchester tunnel. Petitioning against AP2 will close at 5.00 in the afternoon on 15 August. The consultation on the AP2 environmental statement and supplementary environmental statement 2 will close at 11.45 p.m. on 31 August.'

4. The second statement relates to the petition of Cheshire West and Chester Council, petitions HS2-110 and AP1-16.

5. 'In August 2022, Cheshire West and Chester Council petitioned against the Bill and additional provision 1. The petition's themes include the impact of the construction and operation of the Phase 2B railway on local communities, on the environment, landscape and biodiversity and on the local traffic network. Since August 2022, council officers and representatives from the promoter have held meetings to discuss the content of the petitions and, arising from those meetings, the promoter has provided explanations to certain areas of uncertainty, for instance the effects of construction traffic at certain junctions. More recently, the teams have been negotiating the form and content of parliamentary assurances. While some drafting issues need to be agreed, the council is satisfied that the commitments received address the principal areas of concern within its petitions. Owing to this, the council decided on 29 June 2023 that it would not need to appear at Select Committee on its petitions. The council is now looking

forward to agreeing the final drafting points with the promoter and for the assurances to then be published on the promoter's register of assurances and undertakings. Once the final issues have been agreed, the council will formally withdraw its petitions against the Bill and AP1 but that withdrawal will be subject to the council being able to petition against any future changes to the Bill. The council expresses its sincere appreciation to the Select Committee for allowing this statement to be read on to the record.'

6. THE CHAIR: Thank you.

7. MR MOULD KC (DfT): And the final statement, very short, is indeed from the School Lane Residents' Group.

8. THE CHAIR: Yes, I made a mistake at the beginning. Obviously, Esther McVey is here for a different petition, so sorry.

9. MR MOULD KC (DfT): Not at all. So this statement is to be read by me but on behalf, I think, of the School Lane Residents' Group, petition number 7.

10. 'The promoter and the petitioner are pleased to have reached an agreement concerning the issues raised within the School Lane Residents' Group petition. An assurance has been drafted and issued to the petitioner, and subsequently accepted by them, to bring forward an additional provision to keep Budworth Road open and, in doing so, removing the need for the realignment of School Lane and Frog Lane. The School Lane Residents' Group is looking forward to the publication of the additional provision that will contain these measures and would like to make their support for the additional provision known to the Committee'.

11. So that concludes those statements.

12. THE CHAIR: Budworth Lane, of course, came up last week, didn't it?

13. MR MOULD KC (DfT): Yes.

14. THE CHAIR: In the petition of –

15. MR MOULD KC (DfT): Mr Germain.

16. THE CHAIR: Mr Germain, that's right. Yes, of course, that's right.

17. MR MOULD KC (DfT): I think I informed you then that an assurance regarding keeping it open had gone to the local authority and that they had reacted positively to that proposal.

18. THE CHAIR: Great. Well, that's welcome then that you've managed to reach agreement, so thank you for that. Anything else from you, Mr Mould?

19. MR MOULD KC (DfT): No, I don't know if you want me to open in relation to Ms Mather and Mr Keleher or whether, in this instance, I should leave Ms McVey to –

20. THE CHAIR: We'll continue with the normal process, which is where the promoter outlines the area in which we're dealing today and then, of course, we'll go to Ms McVey. So if we just do a brief introduction to the area, Mr Mould.

Patricia Mather and John Keleher

21. MR MOULD KC (DfT): Thank you. I'll ask that we put up P582. The petitioners' property is shown outlined in red on the screen in front of you. You can see that it lies beneath and to the west of the route of the railway line. It is just to the northeast of the village of Pickmere, which you can see in the bottom left-hand corner of the image on the screen.

22. If we turn to P583, we've got a plan, which gives you a slightly better outline. You can see the familiar grey shading, which shows the Bill limits, and you can see that quite a significant proportion of the petitioners' land is within the Bill limits. We think about a third of it is within the Bill limits. The red line around the property is the area that is owned, I think freehold, by Ms Mather. The dotted blue line is a further area of land of which they have the benefit of a farm business tenancy, and Mr Keleher and Ms Mather I understand to be the partners in a business operated from the premises, which is known as Pickmere Stud and School Farm.

23. The next slide to show you is P584, just to give you a sense of the works. You can see the railway line running in a north-south alignment along the bottom of the screen. North is to the right. Right in the middle of the screen you can see that the main engineering feature, which passes over the petitioners' property, is the Arley Brook viaduct, which is taking the railway over the Waterless Brook and over a realigned

Pickmere Lane, which is the road realignment, which is running beneath the viaduct.

24. As you can see, in order to construct the realignment of Pickmere Lane, it is necessary to move into the petitioners' property. At the moment, their property is bordered to the east by Pickmere Lane and you can see that, under the Bill, School Lane, which is being pointed out to you now, was proposed to be widened, with some fairly extensive highway widening works. Those were very controversial locally and it is as a result of the commitment that is in the statement to School Lane residents that I've just read out to you that, subject to bringing forward additional provision 3, it will be possible to avoid carrying out those road widening works at all, because it will not be necessary, with Budworth Road remaining open, to run any HS2 construction traffic along School Lane or Frog Lane and those widening works were proposed to enable that traffic to use that route. Now that that route will no longer be required, we are able to avoid the need to carry out those works. So the principal construction works affecting these petitioners are the works to realign Pickmere Lane.

25. THE CHAIR: Okay.

26. MR MOULD KC (DfT): It would also be necessary to relocate the access that they currently have off Pickmere Lane. We can see that at P585. This is the last slide that I need to show you. At the moment, they have an access point which lies, essentially, beneath the realigned Pickmere Lane on this slide. In order to replace that, the Bill will provide for a new access, further south along Pickmere Lane, just before it reaches the junction with School Lane. You can just make it out, I think, on the screen. There we are. So that new access will be formed but what we have been able to do, because we no longer need to do roadworks to widen School Lane, we've been able to give an assurance that we'll maintain access to School Farm via School Lane itself, throughout the works, unless some unforeseen or emergency situation arises where we have to manage traffic unexpectedly in that way. So that is the position in so far as the principal impact of the works on this property is concerned.

27. THE CHAIR: Okay, thank you, Mr Mould. Ms McVey?

Submissions by Ms McVey

28. MS MCVEY: Thank you, Chair. I am appearing on behalf of my constituents,

Patricia Mather and John Keleher, who own and run Pickmere Stud and School Farm at School Lane, Pickmere. My constituents feel very strongly about the effect that the current HS2 plans will have on the viability of their business. Unfortunately, Patricia Mather is unwell at present and it was agreed with the Committee that I could read this submission on their behalf. I hope you will accept their apologies that they can't be here in person today.

29. Now, this business is their life's work and while HS2 have offered assurances around purchasing some of the property, all the property, there is longstanding successful business on that property in addition to the property itself. So that means the business and the land are intertwined and are both of value. The business is that of mixed farming and pony breeding on a commercial basis. The proposal for the construction and operation of HS2 Phase 2B will adversely and severely affect the ability of this business to function.

30. The business' viability relies on the availability of the grazing land – that's 20 acres that borders School Lane and Pickmere Lane – currently served by two vehicular access points, primarily on School Lane with a secondary access from Pickmere Lane. The access on School Lane is essential for the delivery of mares via large horse vehicles, transported for breeding purposes as well as veterinary visits and delivery of feed. They also separately sell fresh farm gate eggs and they are sold to passing trade, for which School Lane access is essential too.

31. Now the field access is also required for the visits of specialist agricultural contractors for the purposes of keeping the land in good agricultural and environmental condition, as per Defra requirements, and access is needed for that at all times and for emergency vehicles, should the need occur, for example for veterinary vehicles or for ambulances.

32. Now, HS2 proposes the closure of School Lane for one year for HS2 enabling work and this will mean only limited access. This business cannot survive on limited access and HS2 have given no detail as to how access can be made and maintained 24/7, which is required, as I said, by Defra. Then HS2 propose closing Pickmere Lane for one year, following on from the School Lane works, which would continue to impact the business in the same way as the School Lane closures. The Pickmere Lane closure and

realignment also means the business loses their lower field entrance permanently. This combined disruption will invariably mean the closure of this business. HS2 have made no attempt to consider or make provision for continuous access before announcing these proposals.

33. So the solution? Instead of permanently closing off Budworth Road, which is the reason for the works on School Lane and Pickmere Lane, to make them suitable for increased flow of traffic, it would be sensible to run HS2 in a viaduct over Budworth Road. Now, this has been explained to HS2 engineers, who agree in principle but have said that the construction of a viaduct is not financially viable. However, there is already a viaduct over both Pickmere Lane and Waterless Brook, and if they extended these by a quarter of a mile, they could pass over Budworth Road and negate all of the costs of the roadworks required for School Lane, Frog Lane and Pickmere Lane. If this is not viable for HS2, then they need to provide, in detail, how they intend to help my constituents with their business during the closure that they require and give cast iron guarantee of the access that they need.

34. Now, whilst HS2 have responded to the point of access extensively, they have failed to address the suggestion of a viaduct or exhibit any understanding of the disruption on the viability of this form. Mentions of temporary traffic lights fall short and really show little grasp or no grasp of the issue at hand. And now, most belatedly, as we've heard today, the local authority is remaining silent on this issue around Budworth Lane, Pickmere Lane, School Lane, and that does not mean that they are happy with the arrangements. It's more likely too that they have not grasped how important this access is to this business and to the local residents.

35. My constituents tell me that in both the exhibits to be used by HS2 today, and verbally at a recent meeting with them, there has been a suggestion that Budworth Road will remain open, which may negate the proposed realignment and road works on School Lane. However, my constituents have received no written assurances of this and are conscious that, until it is presented with this additional provision, there is very little detail available on this proposal. They are also concerned that there appears to be no suggestion that the works and realignment of Pickmere Lane will be removed from this proposal and it is all of these matters, Budworth Lane, which we've heard about today, and the realignments to Pickmere Lane and School Lane, that affect access to the farm

directly. They would also ask the Committee therefore to suggest that HS2 backs up their new suggestion for keeping Budworth Road open with clarification about these major works on Pickmere Lane and also that they are no longer necessary. My constituents suggest that a simple realignment of Pickmere Lane, close to the proposed flyover, to allow it to join the realigned Flittogate Lane, would be a much more sensible approach. They've offered that because obviously they have very detailed knowledge of this local area.

36. In regard to the School Lane access, the only written assurances they have received is that vehicular access will be maintained, 'where practical', and two weeks' notice will be given if this vehicular access needs to be suspended. This is not acceptable. There must be a guarantee of permanent 24/7 access. It is impossible to predict when a vet may need to call upon the livestock. Any emergency vehicle needs to have access to the farm. Any medical emergency, both livestock and medical emergencies, have occurred in the past and they need to know that they have this access, and it's very much about animal welfare and also the health and safety of the people working there too, and by not doing this, HS2 have delivered a fatal blow to this business.

37. It seems HS2 has, of yet, not considered or understood the needs of this business and the access required. On the stud side, the mare owners always will wish to visit the farm to see if it has the access that is required, to check out the suitability of the farm for their horse to come. Any difficulty for them to get their horse there, be it through diversions, queues, tailbacks, noise, anything making the journey to that horse more stressful, will affect their decision to still come to this farm. They will be considering the fact that they will be transporting livestock, some travelling with foals at foot, and the prospect of delays and not being able to have access to the farm will be pivotal in their decision to no longer use this farm. HS2 says a pedestrian access should be available. Well, you could not unload a mare and a foal some distance away from the farm and then walk them up the road next to a construction site.

38. Similarly, it's important for the farm gate sales customers to have vehicular access. Many of them are elderly, unable to walk a distance. All these factors will result in a drop in the income and downward effects on the viability of this enterprise directly. Also, no vehicular field access can be gained directly from the farmyard

entrances and the only other field access is some distance away from Pickmere Lane, and that is also set to be lost. Field access is required 24/7 to keep the land in good agricultural and environmental condition, as required by Defra regulations, and 24/7 vehicular access, for, as I mentioned before, medical and veterinary emergencies.

39. Following the enabling work, the land will be further blighted by full construction of the railway. My constituents believe this will result in the permanent loss of approximately 40% of their grazing/cropping land, a figure largely in line with HS2's own estimates. The remaining land will be subject to noise, vibration and dust pollution for a long period of time, making it totally useless for livestock, grazing or cropping purposes. Therefore, even if somehow their business could survive the disruption of the enabling work, it would be impossible to run as it is now, once construction starts.

40. My constituents ask that the compensation scheme, which provides support for people and businesses, must be straight away and not at some indeterminate time in the future when the business' profitability and viability has already been run down. HS2 acknowledges that some of the land acquisition at School Farm required for the construction of the railway will have a significant effect on the business. It was actually mean the closure of the business in its current form, a business that has taken 34 years to build. What my constituents urgently need is for HS2 to actively engage with them to explain in detail the extent of that land take and the timetable, and what and how that compensation will be paid, and when it will be paid. This would allow them to plan ahead and suggest to the next generations of the custodians of School Farm how they might carry on with that legacy.

41. Mrs Mathers and Mr Keleher find it incredible that the proposed alterations to the plan for Budworth Road have been left to this very late moment in the day. These plans were first aired and questioned by local people at least three years ago. The petitioners, which again queried these plans, were submitted again last summer. However, HS2 have left it to just before the Select Committee appearance date to suggest amendments and, even now, they have appeared to have only done half the job. We're getting to know a little bit about Budworth Lane, a little bit about School Lane but not Pickmere Lane and the realignment there.

42. In the last 10 years, Mr Keleher and Mrs Mather have only had one representative

of HS2 attend the farm to look specifically at the business and agricultural factors. They did not even provide any suggestions what they do. That changed last Friday, two working days before they were meant to present this petition today. In their opinion, with a major project such as this, which affects people's lives and livelihoods, the lack of specific engagement is not acceptable.

43. In a meeting with my constituents on Friday, HS2 brought up engagements and tried to use a list of dates to insist that they had been avoiding an engagement with them. However, when pushed, HS2 admitted that the contact they had made was with the agents and not directly with my constituents. I understand this is now the subject of a complaint to HS2 from the agent. They reiterate that, before last Friday, they were only ever offered one meeting, through any channel, that they had to turn down. As the local MP, I can tell you that, despite what you may be hearing from HS2 and the team, the lack of meaningful, or in some cases any, engagement is a continuing theme I hear, whoever I visit. It is just not acceptable, the way these people have been treated, for them as residents and these people here for their 34-year business.

44. THE CHAIR: Thank you, Esther. Members, any questions? Okay, thank you. Have your constituents been able to respond to you on the – you mentioned obviously the Budworth Road is now going to remain open.

45. MS MCVEY: There is a caveat in that. There is a caveat in that, isn't there?

46. MR MOULD KC (DfT): I don't know what it is that we're talking about.

47. MS MCVEY: Yes, should they need specific – or there is caveats within that – but, equally, the information that came to me and to them was late last night.

48. THE CHAIR: Alright. Before we go to the promoter, well, we will go to the promoter now unless members have any questions.

49. DR CAMERON: Can I ask a question?

50. THE CHAIR: Yes, Lisa?

51. DR CAMERON: You said that you had spoken to a number of people and they've all had pretty much the same experience that HS2 has failed to engage. Is that a

few people, a lot of people? What's the frequency of that generality?

52. MS MCVEY: Tatton is significantly impacted by HS2 and it is all of them. It's not one or two. It is all of them, of which I've been to many public meetings myself, and when I say 'meaningful engagement', sometimes they've held public meetings. I'm not disputing that but they've either had nothing to say or been unable to answer any questions so it has not been meaningful, even the public engagements that they've had.

53. DR CAMERON: So it's everyone you've spoken to.

54. MS MCVEY: Yes.

55. DR CAMERON: Right, thank you.

56. THE CHAIR: Thank you. Anybody else? Grahame?

57. MR MORRIS: Just two questions. One is in relation to the routine use of land agents. Isn't that standard practice by HS2, using an intermediary to negotiate with the land agent who has experience in similar circumstances?

58. MS MCVEY: What we've got here is a business and, as you can imagine, if you're breeding horses, you have one that has easy access to and from for all of those reasons. It's also a tranquil place by which the horses will want to breed. So it's chosen specifically for that. They have failed at any time to engage with that business, to attend the property or to understand how this business functions and what they are doing is running it down and now making it unviable by these alterations and changes.

59. MR MORRIS: Okay, that's something that we can take up with Mr Mould in relation to the procedures and so on.

60. THE CHAIR: Do you have another one, Grahame, or –

61. MR MORRIS: I'm going to leave it for Mr Mould, yeah.

62. THE CHAIR: Okay. So Mr Mould, before you start, just a couple of things from me that I'd want to hear on. Obviously, you did go through the Budworth Road issue at the start but obviously this has been referenced again so maybe if we could go through when you expect to deposit that provision and how this will affect Esther's constituents.

63. The second issue, of course, was obviously the access via School Lane. I know, in other petitions we've had, you have upped the assurance that's been given in terms of access to 'routine', to, 'except in exceptional circumstances', so maybe say something on that. And then just maybe again, although you did in the opening, the Pickmere Lane, School Lane – the Pickmere Lane realignment. So those are – obviously we need to address.

64. The issue of compensation was raised. I don't know whether you wish to say something to that. And then this broader issue around engagement because, of course, it's not the first time we've heard this. So those would be the starter for 10 from my side but obviously I'll pass over to you and allow you to respond as you see fit.

Response by Mr Mould

65. MR MOULD KC (DfT): Thank you. First of all, the proposed deposit date for AP3 is spring of next year, spring of 2024. The proposal to reinstate Budworth Road and to avoid the need to close it was set out – if you put up P588(1). This is a slide that was included in the documents that were sent to these petitioners last Wednesday. So even if one assumes that they had heard nothing about this before last Wednesday, this document they did receive last Wednesday, assuming it was passed on to them by their agent, and it explained that the project was now in a position to bring forward an additional provision, which would avoid the need to close Budworth Road. And I had made that known to this Committee in public session at an earlier date.

66. THE CHAIR: Yes, last week.

67. MR MOULD KC (DfT): So just a little insight there into the other side of the story as it were. So far as the role of agents is concerned, one is sometimes, the way in which these things are expressed, left with the view that somehow HS2 Ltd has a body of captive agents, which it foists on petitioners and requires petitioners to rely on. Absolute nonsense. Any person in relation to their property or business is, of course, able to instruct a professional, a surveyor, a lawyer, whoever it may be, to act as their representative in relation to negotiations with HS2.

68. These petitioners, as I understand it, instructed the firm of Rostons. You've heard from Mr Rimmer who appeared here briefly in an earlier session on behalf of Mr Platt.

Rostons, as I understand it, have been instructed by and acting on behalf of these petitioners for many months and it is our practice, because this is what good business practice requires of us, when we are told that a professional has been instructed to act on behalf of a party, we negotiate with that professional, because if we go behind that professional directly to their principal, we will find ourselves being accused, quite rightly, of undermining that professional client relationship.

69. Whenever I am dealing, in the course of my work, with another party in a case or in a negotiation, and I know that that party is professionally represented, I always deal with the party's professional representatives. The only time in which I would go behind that professional representation is if that professional representative tells me, and produces evidence to me, to show that I have been authorised to go behind them and to speak to their client directly.

70. Now, in this case, HS2 has been negotiating, seeking to negotiate with Ms Mather's and Mr Keleher's appointed professional representative. And if we put up P592(17) and (18), there is a list – I was going to say a little list but, actually, that is to belie the length of it. There is a long list of the occasions, certainly since the petition was lodged in the middle of last year, if you go from the second or third line onwards, in which a contact has been sought. Sometimes, we have been able to meet. Other times, contact has been sought and we have been unable to pursue it and that list then goes on to the next page to bring us up to date.

71. HS2 in this case, and in other cases where we are managing petitions, is conscientious and diligent in seeking to speak with petitioners and their agents, where they have appointed agents, but we cannot force people to speak to us. If people have reasons not to speak to us or they have other things which means that a meeting date is inconvenient to them, then obviously we respect that and we approach matters in a different way. But I am afraid I do have to reject, quite strongly, the suggestion here that there has been any failure on the part of HS2 and its officials in seeking to engage with these petitioners, through the agent who we understood they had appointed for that purpose. Indeed, I am told that we were informed by them that they would wish us to speak to their agent rather than themselves, precisely because they had a business to run, and that is entirely understandable. It is often the case that businesspeople appoint agents to act on their behalf because they don't want to be distracted from earning

money and from running their business by having to deal with –

72. MS MCVEY: Can I interrupt and give you some words from –

73. THE CHAIR: The floor is with Mr Mould so we do like the petitioner –

74. MS MCVEY: And then I'll have a comeback.

75. THE CHAIR: – and then the promoter and then if there are questions then we'll do it at the end.

76. MR MOULD KC (DfT): So, as I say, I am not able to accept that in this case, or indeed in any other, that there has been the level of abject failure in negotiation or engagement that has been reported to you. You have heard a number of occasions where petitioners have come before you and have volunteered their compliments as regards the engagement that they have received from HS2. I'm not here to say HS2 is perfect or that HS2 has never fallen down in certain respects in relation to engagement. Of course, I've no doubt there will be examples where we could have done things better.

77. But people ought to think about how this affects the morale and motivation of the people who sit behind me, who are diligently and conscientiously seeking to deal with what is undoubtedly the very serious and unwelcome effect of this railway scheme landing on them, in terms of property acquisition and so forth. They're not sitting at their desks doing nothing, twiddling their thumbs, carelessly unconcerned about the effect. They are actually there seeking to do their best by people. Now sometimes, indeed it may be that in the perspective of petitioners, on many occasions, they cannot provide them with the answer that the petitioner wants of them because we are building a railway and it does require us to take land. It does require us to create disruption. But those behind me are trying to do their best and this table that's in front of you is evidence of that. So forgive me for speaking with some degree of vehemence on this point but, on this side of the room, you have heard something that we simply do not recognise.

78. MS MCVEY: Can I just give a just –

79. THE CHAIR: No, Esther, the petitioner gets their go and then the promoter responds to the petition and once the promoter's finished, the petitioner gets another

turn. But the floor is with Mr Mould at the moment.

80. MS MCVEY: Okay, if we can get to the substantive points then.

81. THE CHAIR: Well, it's up to Mr Mould how he responds as the promoter. So, Mr Mould, it's not for me – in fairness to Mr Mould, he was responding on a direct question from a member of the Committee about engagement and obviously a challenge in the petition. So we do need to let Mr Mould respond, the promoter respond, and then we'll allow questioning back. Lisa, were you trying to catch my eye?

82. DR CAMERON: Yes, I mean it just seems to me like most of – it might just be the bit that's put up just now but most of it's just been in the recent month or two here that I haven't –

83. THE CHAIR: No, the page before goes back to 2018.

84. DR CAMERON: Surely, my question is, if there are issues in terms of engagement via the agent, that there's some way of saying, 'Is there a problem?', trying to resolve it before it comes to a Committee like this, that there would be some – I mean, do you know why there hasn't been engagement?

85. MR MOULD KC (DfT): There has been engagement.

86. DR CAMERON: Do you seek to overcome? Well, it doesn't look like you've been very successful, is what I'm saying. What has been the issue?

87. MR MOULD KC (DfT): Well, I mean, on the face of this chart, which has been prepared by those behind me very carefully on the basis of their records, the issue is repeated attempts to reach out, which have not been responded to.

88. DR CAMERON: Just no answer at all.

89. MR MOULD KC (DfT): Well, that's what it says, yes. 'Meeting offered via phone call and' –

90. DR CAMERON: Well, it just says, 'Meeting offered via phone call'. I don't know if that means that it was refused, that they said they were on holiday, that no one responded. I mean, is there a pattern? Did no one respond? Were they not getting the

messages? What was the issue behind it?

91. MR MOULD KC (DfT): All I can tell you is that a meeting was offered and, for whatever reason, the offer was not taken up. I'm afraid I cannot tell you because I'm acting for the promoter. I cannot tell you why, on a particular date, the offer of a meeting was not taken up. But what I can tell you is this: that as a result of the engagement that has taken place with these petitioners' agent, a number of assurances have been offered in relation to the role of the blight notice regime, which you heard about from me in detail last week in response to Mr Germain's petition, in relation to access arrangements, in relation to noise and so forth, and those assurances that have been offered are, essentially, quite typical of the range of assurances that we have offered to other petitioners, including other petitioners who are represented by that agent, on the basis of which, those other petitioners whom he represented have felt able to withdraw their petitions and have not presented their case to the Committee.

92. So I am not entirely clear what it is that has led to what I appreciate, from your perspective, looks like a breakdown, whereas in other cases, which portrayed relatively similar characteristics, matters have been resolved by agreement. What I can do today, because I want to come back to what actually matters in terms of what this Committee's function is, if I may say so, is to try and assist you on the substantive points that have been raised, and as the Chair has invited me to do. But I did feel it was appropriate – I hope you will forgive me, particularly in the light of the question you put to me – just to explain what our position is in relation to the question of engagement.

93. What I can also say is that, looking forward, HS2 Ltd and its officials will, of course, stand ready to engage further with these petitioners and if, notwithstanding that they have had an agent acting for them right up until the hearing of their petition, they would prefer hereafter that we should deal with them directly rather than through their agent, we will of course be entirely content to take that course. We are at their beck and call, if you like, in that respect.

94. THE CHAIR: Okay.

95. MR MOULD KC (DfT): So, can I come to the –

96. THE CHAIR: I was just saying, because I think the issue of engagement was

raised by the petitioners, it was raised by members of the Committee, you've responded on the issue of engagement. I think we've exhausted that so let's respond to the substantive points. In particular, obviously, I don't know whether you wish again to – well, you've explained when Budworth Road and the additional provision will be placed. The particular issues around Pickmere Lane, School Lane and the access on School Lane, the compensation issues, I think are what we would like to hear a response on.

97. MR MOULD KC (DfT): Absolutely. Well, can I put up P584? First of all, just to set the scene, the position with regard to Budworth Road is this. HS2 will bring forward an additional provision, which, if it's accepted, will make arrangements for Budworth Road to be kept open to traffic throughout and following construction of the works. It will, as you know from previous petitions, be necessary to realign the road on a temporary basis during the course of construction, but that will not prevent the highway remaining open to traffic throughout the course of the works.

98. THE CHAIR: Does it require, as Ms McVey said, the viaduct to be extended by quarter of a mile or not?

99. MR MOULD KC (DfT): No, no.

100. THE CHAIR: Right, okay.

101. MR MOULD KC (DfT): That was the proposal that was put forward by the petitioners in their petition as a means of enabling Budworth Road to remain open. But HS2's work, which culminated in a decision relatively recently – but I'm afraid that's how long it takes sometimes to make these decisions, to avoid us shooting ourselves in the foot in terms of being able to construct our railway – HS2's work led us to the view that we could maintain Budworth Road as a highway throughout the works and thereafter, without the need to go to the costly extent, for example, of putting in a viaduct.

102. THE CHAIR: Okay.

103. MR MOULD KC (DfT): So it's an alternative means of achieving the same result.

104. THE CHAIR: Right, okay.

105. MR MOULD KC (DfT): Now, the consequence of that is that it is no longer necessary to close School Lane to traffic. That closure of a period, I think, of a year that was mentioned, that was a closure that was consequent upon the closure of Budworth Road. As we are now proposing to maintain Budworth Road in use, it will no longer be necessary to close School Lane. What will need to be done in School Lane, broadly speaking, as it approaches the junction with Pickmere Lane – there we are, that location – our position at the moment is that we cannot rule out the need to carry out some street works, because there are telecommunications apparatus in the road in Pickmere Lane and there is also a relatively low-voltage electricity pylon line, the line of which may need to be altered. So there are some street works that may need to be done. Those works will be no different to the kind of street works we're all familiar with when a gas main needs to be replaced or a water leak needs to be dealt with. They will be carried out in the highway. Traffic will be managed but the road will be kept open, even if it involves some period of single lane running with traffic lights and so forth.

106. Now, in the event that those works are carried out in the vicinity of the access to the petitioners' premises – and if we can just – it's not actually marked on it. Let me blow the plan up a bit. If we just go beyond the red line, into the petitioners' property and then just go down, you can see there's the footprint of a number of buildings. Well, those are the buildings on School Farm itself. There is an access on to School Lane, on to the petitioners' property at that point. There's a further access closer to the junction with Pickmere Lane, which is essentially a field access. It's, broadly speaking, where you can see that little node sticking up.

107. So it may be that utilities works will need to be carried out in the highway adjacent to those two accesses but we don't expect that that will involve the need to close either of those accesses and it is for that reason that we have been able to offer an assurance to the petitioners that, save in unforeseen circumstances, and in an emergency, those accesses will remain open throughout the works. Now, what I mean by unforeseen circumstances is, supposing that, when the road is cut in two, some pipe or cable is severed and it's necessary on an emergency basis to close the road for four hours whilst that's resolved, then it may be necessary to close it in that way. But that's exactly the same risk that we all face in relation to access to our properties, access to our

businesses. So there's nothing out of the ordinary in relation to the interference with those accesses and the assurance is set out, on the exhibits in front of you, at page P592(3). We don't need to go to it but paragraph 2.1 on that page, for the record, sets out the assurance that has been offered.

108. So in simple terms, there will be access from School Lane on to these premises throughout the construction of the railway. The access that it will not be possible to keep open during construction is the access directly off Pickmere Lane and the reason for that is obvious from the screen in front of you, because Pickmere Lane is being realigned. As you can see, the cursor is on that realignment and you can see that it runs from the junction with Flittogate Lane at the bottom of the page, all the way through to the junction with School Lane at the point that's being pointed out now. The existing access is right in the middle of that realignment so it just simply won't be possible to keep it open whilst we carry out the roadworks there.

109. But what is proposed is to reinstate a direct access on to the petitioners' property from Pickmere Lane, once the roadworks have been carried out, and you can see the bell mouth which shows where that new access will be, just at the very southern end of the realignment itself. So if the cursor can go in a diagonal towards the left-hand corner and then along the line of the realigned road. Come back down to the road, go along the road and there we are, there's the bell mouth. So that is where the relocated access on to Pickmere Lane will be provided.

110. Now we understand that the loss of that access will not impede the ability of the petitioners to access the entirety of their holding that remains available to them during the course of construction, from one or other of the two accesses on School Lane. If it is necessary to carry out some reorganisation internally of the premises, for example, to provide a new access through a field or something of that kind, that is something that would fall within the usual run of preparatory works that the nominated undertaker and the contractor would engage with the petitioners. So that is a matter, effectively, that falls within the scope of compensation and accommodation works, but it's too early at this stage to make those arrangements because they're best dealt with once the contract has been let and the contractor can know exactly where and when he's going to be carrying out his works and then can speak to the landowner to make those arrangements. But that is the way in which those things are ordinarily done. What we can say at this

stage is, save as I say only in the case of unforeseen circumstances or an emergency, access will be maintained to the property throughout the works from School Lane and School Lane will not be closed and nor will any HS2 construction traffic be running along School Lane, because one of the things that we've been able to do, through keeping Budworth Road open, is to avoid the need to use School Lane at all for HS2 construction traffic.

111. THE CHAIR: Okay.

112. MR MOULD KC (DfT): Now, in so far as noise is concerned, these premises are obviously somebody's home, the petitioners' home, as well as their place of business, and our assessment shows that the operational noise from the railway is predicted to result in significant adverse effects and on the basis of that assessment, this property is eligible for sound insulation. So this falls neatly within that regime.

113. So far as arrangements for compensation is concerned, the provision of replacement accesses, both during and after the construction works, fall within the scope of what, as you know, are referred to by the compensation regime as accommodation works. In other words, it is in the promoter's interests to try and accommodate the impact on the business by avoiding severing access and so forth because that enables us to keep the compensation bill down. But in so far as these petitioners suffer financial loss through temporary loss of profits, through disruption, they suffer financial loss as a result of the construction of the works on the property, they will be entitled to recover that loss by way of financial compensation under the Land Compensation Acts.

114. So the arrangements for them in the event that they choose to stay and to seek to run their business both through and after the construction of the railway, those arrangements are essentially provided for under the terms of the assurance that had been provided in relation to maintenance of access, and noise and sound insulation, and through the availability of financial compensation to make up any losses that can't be avoided through those accommodation measures.

115. If they decide that their better course is to close the business and they wish to sell their property, then they are in a position to serve a blight notice. This property is owner occupied. It falls within safeguarding. They would be eligible to serve a blight notice and, if they were to do so, they've received an assurance that the Secretary of State

would expect to accept that blight notice and they would then be entitled on the sale of their property to the Secretary of State, to receive full compensation in accordance with the compensation code. That would include compensation for the loss of the business if they are able to show that the business has had to close as a result of the shadow of the HS2 works.

116. Given, as I understand it, that they have been running the business for a very long time and they are, as I understand it, eligible for compensation on the basis of the closure of their business in any event, because of their age, there is a provision in the Land Compensation Act which makes it clear that where an agricultural business, as this is, closes as a result of public works and compulsory acquisition for public works, then the owners of the business are able to call upon the acquiring authority, in this case the Secretary of State, to compensate them on the basis of the value of the business as a going concern. So they have the benefit of that statutory provision as well.

117. THE CHAIR: That statutory provision is the express purchase then.

118. MR MOULD KC (DfT): That's under the Land Compensation Act 1973. Express purchase is a Secretary of State's policy, softening some of the procedural requirements of the blight regime. But what I'm talking about is a statutory entitlement, which arises under the primary legislation, so something that Parliament itself has enacted for the benefit of people in these petitioners' position.

119. THE CHAIR: So I'm a bit confused. They would be compensated if they left.

120. MR MOULD KC (DfT): Yes.

121. THE CHAIR: Or –

122. MR MOULD KC (DfT): If they stay, they will be entitled to compensation for the value of the land that is acquired from them and, as you can see on the screen, there is a significant proportion of their land that is within Bill limits, which will therefore be subject to compulsory purchase. They'll receive compensation for that. Essentially, they'll receive the open market value of that land. They will then receive compensation for the losses that they sustain in relation to the land that they retain. So if the land is –

123. THE CHAIR: Which scheme is that, sorry?

124. MR MOULD KC (DfT): That's under section 7 of the Compulsory Purchase Act.

125. THE CHAIR: Right.

126. MR MOULD KC (DfT): I think you've heard me refer in the past – the legislative terminology is, 'compensation for severance and injurious affection'. But what that effectively means is that where the land that you retain is diminished in value as a result of the scheme, you recover compensation which reflects the value of that diminution. So if that retained land is worth £100,000 now and, as a result of the railway, that land diminishes in value to £50,000, they would be entitled to receive compensation in the sum of £50,000. I take that as an example.

127. THE CHAIR: I've got the really helpful HS2 property schemes and the statutory scheme, but it's not on there, is it? So I'm a bit confused as to – we really could do with something quite simple that explains the compensation schemes because this is – it doesn't cover it so I –

128. MR MOULD KC (DfT): This table –

129. THE CHAIR: Laminated beautifully though it may be, it doesn't actually inform –

130. MR MOULD KC (DfT): This is largely dealing with the non-statutory schemes.

131. THE CHAIR: Well, but it says 'statutory' on the top.

132. MR MOULD KC (DfT): I know. I agree. It's –

133. THE CHAIR: Can HS2 produce something that's a bit more user friendly.

134. MR MOULD KC (DfT): Well, they'd need to expand it a bit, yes, to cover that.

135. THE CHAIR: And also, that's a bit more user friendly because this issue of compensation does keep coming up and every time, we have to go through it in some minute detail because we're not really clear on who gets what, when and how.

136. MR MOULD KC (DfT): Unfortunately, you're voicing a frustration that even people like me, who are supposed to be expert in the field, also voice. It is just, I'm afraid, an extremely complicated beast. But what I try and do, and probably not very

successfully, is I try and explain it as simply as I can. But just to be clear, in a case like this where an agricultural owner occupier has a holding, part of which is subject to compulsory purchase for public works, in this case a railway, and part of which they retain, they are entitled to receive compensation for the land that is taken and that compensation is measured on the basis of the open market value of that land, without the blighting effect of the scheme.

137. THE CHAIR: Sure.

138. MR MOULD KC (DfT): They are entitled to receive compensation for the land that they retain and their compensation for that land is measured by the difference in value between the land without the scheme and the land with the scheme, in other words the loss of value that the land suffers as a result of the presence of the scheme. They are also entitled to receive compensation, as you know, for disturbance, which is essentially any personal losses that they suffer as a result of being displaced from the land that is taken from them and, in the case of a farming business, that will include temporary loss of profits; that will include having to move plant and machinery; that will include loss of crops and that kind of thing.

139. THE CHAIR: And that's under the statutory scheme.

140. MR MOULD KC (DfT): That's under the statutory scheme. The non-statutory schemes are not really relevant to somebody like these petitioners, precisely because they do fall within the scope of the statutory regime and it's more generous to them than the non-statutory scheme is.

141. THE CHAIR: But the residential element of their property isn't. So given they're close to the line, if they were impacted after the line, do they then come under the need-to-sell scheme or whichever one of the –

142. MR MOULD KC (DfT): The residential premises are as much subject to the statutory arrangements as the farm is. So, as I understand it, the concern that they have, as I think Ms McVey made clear, was that there may come a point that they just decide that they can no longer continue to run the business and they just decide that they'll cut their losses and sell up, effectively. Well, in those circumstances, they would be in a position to offer the entirety of their land, including the dwelling, to the Secretary of

State, and the expectation is that the Secretary of State –

143. THE CHAIR: Under which regime?

144. MR MOULD KC (DfT): Under the blight notice regime.

145. THE CHAIR: Under the blight notice regime for the whole of their property.

146. MR MOULD KC (DfT): Yes. When your land is in safeguarding, as these and many of the other petitioners' that you've heard is, you don't need to resort to the non-statutory arrangements because you have a statutory entitlement to serve a blight notice, which is effectively a reverse compulsory purchase. Instead of the Secretary of State saying, 'I'm going to buy your land', you say to the Secretary of State, 'You've told me, by putting my land into safeguarding, that you expect to require my land. I require you now to buy my land from me and to pay me the full compensation that I'm entitled to'.

147. THE CHAIR: I mean, we've been dealing with this for quite a few weeks and it is still very confusing. So it's no wonder that petitioners sometimes struggle to perhaps understand all of these various schemes and the way in which the compensation operates. But I'm assuming, given that this was raised by Esther McVey, on behalf of her constituents, that engagement with these petitioners is ongoing then with regards to compensation.

148. MR MOULD KC (DfT): Yes.

149. THE CHAIR: How the schemes operate and – okay, right.

150. MR MOULD KC (DfT): Yes. And certainly, one of the advantages of having an experienced surveyor acting as your agent is that surveyors are also familiar with the scheme and therefore in a position to explain to their clients how it works.

151. THE CHAIR: Okay, right. I'm conscious of time and obviously I want to give Esther some opportunity to respond to some of the points. Is there anything else from you at this moment, Mr Mould?

152. MR MOULD KC (DfT): I just want to summarise by saying, as with Mr Germain last week and other petitioners, my position here, on behalf of the promoter, is this. We have sought to offer these petitioners the choice, either to stay and to work with them to

continue to operate their business as best they are able to do under the circumstances, and to the degree to which they lose money as a result of the impact of the scheme they will recover that money by way of compensation; or, if they choose to do so now or hereafter, to offer them the opportunity to go, and that opportunity is one that is guaranteed to them, in the circumstances of their case, by the statutory blight notice regime.

153. So that's the best I can offer. They have that choice and they know that, whichever choice they make, they will be put into the position, ultimately by money, which they would have been in, had the scheme not been introduced.

154. THE CHAIR: Okay, we'll go back to the petitioner. Esther?

Submissions by Ms McVey

155. MS MCVEY: Okay. I'll be brief but I'll just pick up the points as we go along. One, my constituents don't have any issue with the agent. That wasn't the point at all. The issue was, when HS2 brought up how they'd been trying to get meetings with my constituents and insisted they'd been avoiding them, this was not the case, to the point that the agent is now submitting a complaint to HS2 because that wasn't correct. So as long as we get that right.

156. Now, I guess this is where my constituents talk about the business and a death by 1,000 cuts. So we've gone from a viable business and over a period of time now for one reason or another, it's whether people who would have come and had their horse bred on their farm aren't now, for a whole host of reasons, whether it's going to be road closures or not, but we didn't really get to the bottom of the Pickmere Lane realignment. They are coming down Budworth Lane, not going down School Lane, but it will be much traffic, much noise and much disruption. So that's another cut against the business. When people travel to the farm, they will realise they don't want to come to this farm because it will be a stressful journey not only for the horse, there and back, and for the foal, but also for breeding purposes and for being on a tranquil site. So we have a problem there across the board.

157. The entrance as I took it there from School Lane said 'field access'. Now, we need road access. This needs constant vehicular access for veterinary cars, for

ambulances, for the foals coming in and a requirement for Defra for the agricultural land. It falls into two parts as well, doesn't it? It's the enabling part for pre the construction. So there's two bits of this as well. And when we looked at the construction and taking land from this farm, as I understood it, a section is taken. They need all this land. They didn't have surplus land for the business. They bought a property that they needed so the horses could graze and they could use it agriculturally. When you take away a percentage of it, again, you've made this business less viable and they're getting compensation then on a bit of land. They needed it all. So when I say, step by step, HS2 are dismantling their business, and that's why they're asking for the amount that they'd be compensated now, not some time in the future when their business is worth less than it was, to be given a price then that is wrong for compensation. So that's another point.

158. THE CHAIR: Just to be clear, I think it's important to be clear on this compensation issue. The compensatory regimes that exist are to return and maintain the landowner in the position they would have been, had the blight not taken place. So the prospect of being compensated at a lower rate, as a result of the damage done to the business because of the railway line, doesn't exist in law. Is that correct?

159. MR MOULD KC (DfT): That's right; that's correct.

160. THE CHAIR: So I think it's important that the petitioners are clear on that, then, because what we don't want them to believe is that they will be compensated at a lower rate because of the fact that the railway line is going to cross their property. It would be as if the railway line never existed. Is that correct?

161. MR MOULD KC (DfT): That's right.

162. THE CHAIR: Right, okay. Thank you.

163. MS MCVEY: But I think we can all agree when I'm talking about a death by 1,000 cuts, whether it's in the enabling phase, whether it's in the construction phase, what is going on, this business is reducing in value in its viability of people either wanting to go to this farm now to have the horse bred, in what it's doing, because of the disruption, the general disruption in the area.

164. I will ask them to relook at the extended viaduct, because I know we were told there it wasn't worth it, that extra quarter of a mile, but as I understand it, that would then mean that you wouldn't need the Pickmere Lane realignment as well. So if I could put a request, there, that we look at it again, rather than shoot from the hip, but actually do look at it and see whether that would be possible.

165. THE CHAIR: Okay, anything else, Esther?

166. MS MCVEY: And, again, to get information gone 7.00 p.m. last night about what people would be coming here today to talk about is absolutely unacceptable. And, again, we don't have the full clarifications, which I would like in writing, for both School Lane and for Budworth Lane and also the clarification on the Pickmere realignment.

167. THE CHAIR: When the Budworth Lane AP is issued, that will open up a new petitioning period, presumably.

168. MR MOULD KC (DfT): Yes, it will.

169. THE CHAIR: So the petitioners will be able to petition again, once they have the detail on the Budworth Lane, once you have deposited that as an AP.

170. MR MOULD KC (DfT): Yes, and clearly the ambition of the project will be to bring forward an additional provision that will be as uncontroversial as possible. So we will be looking to pick up on any indication that the scheme needs some refinement, in order to overcome objections during that process.

171. THE CHAIR: Holly?

172. MS MUMBY-CROFT: Could Ms McVey tell us, what was the information last night that was received?

173. MS MCVEY: It was the AP2 that came on. I can just get it up right now because, as you can imagine, it's one of the last emails to have come in.

174. THE CHAIR: That was only lodged by the Minister last Wednesday.

175. MS MCVEY: I had 3 July and so it came in last minute, last night.

176. THE CHAIR: It was only announced yesterday. I mean, I don't think it's a fair criticism on the basis that the Minister didn't announce it until yesterday, but we were availed of the information in public last week at the Committee.

177. MR MOULD KC (DfT): I can probably assist on this, whilst Ms McVey's searching for it.

178. MS MCVEY: I'm not. I've got it in front of me and I've got the time that it arrived.

179. MR MOULD KC (DfT): There was a meeting on Friday with the petitioners, as a result of which the project understood that there were further points that the petitioners would like us to address. Those were addressed in a letter that went to the petitioners yesterday.

180. MS MCVEY: But as they read the letter and got in touch with me, they see no fundamental changes to what they knew before. So, yes, they did get a letter but not with more information that clarified any more points.

181. THE CHAIR: That information will come when the additional provision is lodged and then your constituents will be able to petition again on that if they're not happy with that, but we wouldn't be provided that information at this stage because it's going to be coming in the future additional provision.

182. MS MCVEY: I think it does add into the narrative of the HS2 engagement though. I think we need that on the record. It does nonengagement and then very last-minute engagement.

183. THE CHAIR: Okay. Anybody, anything else? Great. Promoter or petitioner, nothing else to add? Well, I thank all the parties for attending. This is the end of the session, because this is our final petitioner due to the statement which was read out at the beginning. So, on that basis, I'll close today's meeting.