MINUTES OF ORAL EVIDENCE
taken before the

HIGH SPEED RAIL BILL COMMITTEE

on the

HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL

Tuesday 10 July 2018 (Morning)

In Committee Room 5

PRESENT:

James Duddridge (Chair)
Sandy Martin
Mrs Sheryll Murray
Martin Whitfield
Bill Wiggin

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IN ATTENDANCE:

Timothy Mould QC, Lead Counsel, Department for Transport
Ian McCulloch, Parliamentary Agent
Roger Bedson, Petitioner Representative

__________

WITNESS:

Richard Williams (Staffordshire and Birmingham Agricultural Society)

IN PUBLIC SESSION
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1. THE CHAIR: Welcome back. Before I invite the petitioner to speak, the best petitioners that get the most from this Committee say what they would like early on, why, and if they can’t get it what we can do for them. Over to you, sir.

Staffordshire and Birmingham Agricultural Society

2. MR MCCULLOCH: Thank you, sir. Sir, well, I am Ian McCulloch of Bircham Dyson Bell. We are parliamentary agents acting for the first petitioners on this morning. With me to give evidence this morning, as may be necessary, are Mr Richard Williams the chief executive of both petitioners and if necessary Mr Charles Meynell, the senior partner Fisher German, who is the land agent to the society.

3. Sir, the first petitioner is the Staffordshire and Birmingham Agricultural Society. The society owns the Stafford Showground. The society is a charity with members to encourage improvement in agriculture. The second petitioner is the society’s wholly owned subsidiary, Staffordshire Showground Ltd, which is responsible for most of the operations at the showground. The two petitioners have petitioned here on the same grounds, which is the adverse impact of HS2 on the showground. A charity having a trading subsidiary is an entirely conventional way of managing the affairs of a charity which has a serious business operation.

4. THE CHAIR: Can we just take it as one petitioner, Staffordshire Showground?

5. MR MCCULLOCH: Of course.

6. THE CHAIR: Right. Let’s move on then and get stuck into what you want.

7. MR MCCULLOCH: Very good. Now, the main impacts are the loss of essential car parking at the showground and, secondly, the consequential loss of business that would result from the loss of car parking. The petitioners do have other issues with HS2 over which they’ve been in a dialogue. We’ve received late last night a revised assurance, which assists in that dialogue, and we propose not to bring these issues to the Committee today but to leave those for further discussion with HS2.

8. So we have in fact for the Committee today just four main interrelated requests. We bring these to this Committee because two of them require the promotion of an
additional provision. As you will appreciate, sir, an additional provision can only be promoted in the first House. So now is our opportunity to argue the case for the additional provisions. The four requests are: a commitment by the promoter to promote an additional provision to provide for the acquisition for the society of neighbouring land equivalent to the land that’s been taken; secondly, a commitment by the promoter to acquire from the society now the car parking land, which is due to be compulsorily acquired under the Bill, to facilitate an early payment which could then be used for acquiring alternative land on a consensual basis if possible; thirdly, a commitment by the promoter to promote an additional provision for powers to upgrade an access into the ground; and, fourthly, a commitment to omit from the Bill the compulsory creation of a permanent right of way across the showground.

9. Sir, in opening I would like to emphasise two features of this case. The first is that we acknowledge that acquiring the land of a neighbour is a serious matter. But our request should not be viewed as simply seeking to rob Peter to pay Paul, as if we were taking one private interest to satisfy another private interest. Here, the interest of the petitioners is a public interest because as a charity the society exists wholly and exclusively for the public benefit. HS2 is often heard to say that private property interest must give way to the scheme because Parliament has decided that the scheme is in the public interest. But so too are the activities of the society. The public interest in the continuance of the society should not therefore be simply trumped by the HS2 scheme without special measures being taken to mitigate the impact on the society in the public interest.

10. The second feature of this case which I invite you to bear in mind is that the loss of business for the petitioners, and indeed the wider loss to the community, cannot be adequately compensated under the statutory compensation code. If it did we would not need to be here. Petitioners petition against the Bill because such compensation as may be payable is not the answer to their problem. The statutory code is essentially about compensating landowners for the loss of land or the reduction in the value of the land that they keep. It is notoriously difficult to bring the true extent of business losses within the scope of a claim for compensation under the code. So it is in the light of these two features, the public interest in mitigating the loss to the showground and the inadequacy of the compensation code in providing a solution, that we make our four
requests.

11. Our plan therefore, sir, is to give you a thumbnail sketch of the scale of operations at the showground so that you can understand the scale of the problem caused by HS2, so that you will see the need, we hope, to respond positively to our four requests. Sir, I think at this point I’d like to invite Mr Richard Williams to come and be ready to give evidence.

12. THE CHAIR: Yes. Are you trying to catch my eye, Mr Mould?

13. MR MOULD QC (DfT): No, not particularly. I just happened to look up.


**Evidence of Mr Williams**

15. MR WILLIAMS: Morning, gentlemen and ladies.

16. MR MCCULLOCH: Could we please bring up exhibit 289, which is a plan of the showground? Mr Williams, would you just like to very briefly give us an orientation here of what we’re looking at?

17. MR WILLIAMS: Yes, well, the showground is approximately 100 acres. It’s three miles outside Stafford. You come up the 518 towards the main showground. On the right we’ve got Lower Berryhill Wood, 13 acres. Next to that, here is Stafford car park, a slight misnomer as it’s also used as a caravan and camping area and for other activities as well. Over on the left-hand side, the main car park, some 31 acres, linked to the main showground by an underpass here. At the far end we’ve got the Weston car park, some nine acres. The central area of the showground, we’ve got 10,000 square metres of exhibition space in five exhibition halls. The mouse is now over the main one, Bingley Hall. Adjacent to that, three smaller exhibition halls. Then, here, the members’ pavilion which is our main conference and dining facility. That can seat 750 for a conference or 500 for a dinner with breakout rooms around. Then a main ring for exhibits and a 600-seat grandstand with hospitality suites behind and various livestock showing rings around that.

18. MR MCCULLOCH: Thank you. Perhaps we might bring up exhibit A290, which
shows it as an aerial photograph.

19. MR WILLIAMS: So again, Lower Berryhill Wood, the Stafford car park, Bingley Hall seen from above with its two annexes, the three smaller exhibition halls and the fifth one in the trees over here. The main car parking area with the subway with the ramps down to it here. And at the far side the Weston car park, which is this area here.

20. MR MCCULLOCH: Thank you. Could we please turn to exhibit A291? We perhaps don’t need to go through all of these figures, Mr Williams.

21. THE CHAIR: Let’s not go through any of them. Let’s get to the map where HS2 goes, identify the land you want to purchase, identify the land that you lose.

22. MR MCCULLOCH: Okay, but we would like to explain to you, sir, the financial implications of the loss that’s to arise.

23. THE CHAIR: Can we look at the land where HS2 goes?

24. MR MCCULLOCH: Yes, look at the plan first.

25. THE CHAIR: So we’ve got some perspective. We have actually seen – we’ve driven through so we’re very familiar with the site, although we didn’t look around.

26. MR MCCULLOCH: Very good. Could we please bring up A293 please? Right, now, Mr Williams, here this begins to show you the impact of the land take on the showground. Would you like to explain to us first of all the land delineated in yellow?

27. MR WILLIAMS: Yes, that’s the Stafford car park; the line basically goes through the centre of this so the whole of that area, some 9.3 acres will be lost to us. At the moment that is used, as I said, for car parking. It’s also used for camping and caravanning and for exhibitor parking for people who are holding events in Bingley Hall and the other halls so that it is in close proximity to their vehicles. And at the County Show that is used for our country pursuits area, the centre of it, where we have furrowing competitions, arena displays, that sort of thing. Either side of it we have exhibitor car parking.

28. MR MCCULLOCH: What’s the capacity of that car park, Mr Williams, in terms of vehicles or parking spaces?
29. MR WILLIAMS: In terms of vehicles, it’s nine acres, as I said, and we can park 170 cars per acre.

30. MR MCCULLOCH: So that comes to over 1,600 parking spaces?

31. MR WILLIAMS: Yes.

32. MR MCCULLOCH: Which will be lost?

33. MR WILLIAMS: Which would be lost.

34. MR MCCULLOCH: Permanently?

35. MR WILLIAMS: Permanently, yes.

36. MR MCCULLOCH: Thank you. Should we move to the blue area?

37. MR WILLIAMS: This is our main car park. The line will go across the bottom corner of this and will severe some five acres on a permanent basis.

38. THE CHAIR: Can you identify where the land you want to purchase is?

39. MR WILLIAMS: The land we want to purchase is basically adjoining the showground from – this is what we term Deer Park Drive going across here. It’s this area here so that it is adjoining the showground and allows us to effectively replace the 16 acres that we’ll have lost, the area of the Stafford car park combined with the main car park area.

40. THE CHAIR: And are there any other options if they don’t want to sell?

41. MR WILLIAMS: We have looked at the other options. We’ve looked at extending this, the main car park; unfortunately the land falls away steeply. It really would be an impossible task to level it such that we could use that for car parking. We have looked at this area, however again the land is falling away very steeply. There’s only an area of about two to three acres that we could utilise but again it would be difficult to use from an access point of view for a free flow of vehicles.

42. MR WIGGIN: What about this?
43. MR WILLIAMS: Pardon?

44. MR WIGGIN: If you go north, above where it says ‘HS’ and keep going.

45. MR MCCULLOCH: If you bring up the aerial photograph again that might – it covers a slightly larger area.

46. MR WILLIAMS: Yes, as you can see from the aerial photograph that is a wood.

47. MR WIGGIN: Yes, but if you go down about two centimetres, I don’t think you own that field, no?

48. MR WILLIAMS: This field here?

49. MR WIGGIN: Yes.

50. MR WILLIAMS: We don’t own that, no. That’s that field there. It’s approximately eight acres. We currently have an informal agreement with Mr Richard Williams of Park Farm where we use that for the two days of the County Show for additional parking and horse rings. He does come to a private agreement with some of our larger clients for them to use it. But, as I say, our agreement at the moment is just based on a handshake. It is agreed from year to year.

51. MR WIGGIN: And is he the same Park Farm as the one…?

52. MR WILLIAMS: He is the same Park Farm that owns this area here, which is the area that we would see as the additional 16 acres that we’re interested in.

53. MR WIGGIN: So he’s already helping you out?

54. MR WILLIAMS: He’s already helping us out, yes.

55. MR WIGGIN: And now you want to take his farmland, do you?

56. MR WILLIAMS: Yes.

57. THE CHAIR: Sandy?

58. MR MARTIN: Have you had discussions with him about whether or not he would be willing to sell?
59. MR WILLIAMS: We have. We put a proposal to him in December last year to buy the 16 acres, which he declined. We have then had subsequent meetings with him, two subsequent meetings where again we discussed the purchase of the 16 acres. He made it clear that he would be prepared to sell us the eight acres that we currently use; however, at the time, he was unwilling to sell us, as I say, those 16 acres. We did say that if he sold us those we would undertake to ensure that we kept the area that we were interested in, in this sort of area, so that we were away from his house and, thus, he could continue to have quiet enjoyment of that. We offered to give him a right of way through that property, that 16 acres that we were interested in taking so he would still be able to access Deer Park Drive and therefore gain access to the 518. We said that we would fence the area to ensure people didn’t stray on to his property. However, he was, as I say, not prepared to enter into a sale at that time other than to sell us the eight acres for which a figure of £60,000 was discussed per acre, which is currently six times the agricultural rate of £10,000 an acre.

60. MR WIGGIN: Sorry, I didn’t hear the offer?

61. MR WILLIAMS: The figure he was looking for was £60,000 an acre for the eight acres. That’s six times the agricultural rate of £10,000 an acre.

62. MR WIGGIN: And can you just tell me if we go to the left of Park Pool there’s another field there. That isn’t a million miles from the corner of the field directly below it, which you own as well.

63. MR WILLIAMS: We don’t own any of this area here.

64. MR WIGGIN: No, you don’t.

65. MR WILLIAMS: We just own up to that track there.

66. MR WIGGIN: That other side road.

67. MR WILLIAMS: That field there is owned, as I understand it, by Richard Williams of Park Farm.

68. MR WIGGIN: Thank you very much.

69. MR MCCULLOCH: Mr Williams, Mr and Mrs Williams of Park Farm have
challenged you on your statement of their unwillingness to sell, haven’t they?

70. MR WILLIAMS: Yes.

71. MR MCCULLOCH: Because they say in their own evidence, which will be heard when this case is concluded, that they’re willing to use reasonable endeavours to enter into an agreement with the showground to license additional land to you. Now, of course, you would welcome a continuation of the licensing of eight acres, but that’s not really your concern is it? Your concern is to replace the 16 acres, which you will lose permanently.

72. MR WILLIAMS: Yes.

73. MR MCCULLOCH: How does a licence from Mr and Mrs Williams compare with the ownership that you have now?

74. MR WILLIAMS: At the moment the entire 100 acres of the showground is freehold so any form of licence would obviously be a much poorer outcome for us. A licence can be revoked at any time. We need in that 16 acres to put in an awful lot of infrastructure. At the moment, the area we’re talking about is just farmland. We would need to bring it up to car parking specification with drainage, with Wi-Fi, with water, with electrical points, etc., etc.

75. THE CHAIR: Why don’t you build a multi-storey on the other side? How much would that cost?

76. MR WILLIAMS: A multi-storey car park?

77. THE CHAIR: Yes.

78. MRS MURRAY: Yes.

79. MR WILLIAMS: That would resolve some of the parking issues but it wouldn’t resolve the camping and caravanning issue, which as I said the Stafford car park is 9.5 acres give or take. Its primary use is for camping and caravanning.

80. THE CHAIR: But if you had a multi-storey you would free up other landmass. So if you had two storeys then clearly your point is valid but if you had four storeys
you’d free up a similar amount of land. Then you’re not being held to ransom by one person. It gives you some options.

81. MR WILLIAMS: Yes, I mean, I couldn’t really see a multi-storey car park working.

82. THE CHAIR: How about a park and ride?

83. MR WILLIAMS: We’ve looked at park and ride. The problem with that is the unique selling feature of the showground is that people can park on the showground. To put that into context, we host the second, fourth and sixth biggest dog shows after Crufts. So the four-day national dog show, for example, we’ve got 15,000 dogs. We can’t exactly bring them in on a park and ride.

84. THE CHAIR: Fair point. Sheryll Murray?

85. MRS MURRAY: Have you looked at the option of a multi-storey car park? Have you discussed this at all?

86. MR WILLIAMS: We haven’t. We didn’t really see it feasible given that we are in open countryside and couldn’t see planning permission be given for that.

87. MRS MURRAY: How high are your buildings on the showground, your permanent buildings?

88. MR WILLIAMS: The front elevation of Bingley Hall, which has a balcony, is basically a two-storey building. Everything else is single storey.

89. MR WIGGIN: Can I ask, Mr Williams, in the bottom left-hand corner, is the land on the other side of what will be the railway also the same owner? So on the left-hand side of the photograph where the cursor is, that big field. That will actually be under the railway if you drop down a bit.

90. MR WILLIAMS: Yes.

91. MR WIGGIN: Is that owned by the same farmer?

92. MR WILLIAMS: No that’s owned by Mr Clarke.
93. MR WIGGIN: Is he interested in selling? Because if you can cross the railway or go under it, your people can still park and walk into the showground in that corner.

94. MR WILLIAMS: They would have quite a considerable walk to come from there. And certainly, I mean, it would be a major undertaking I would have thought to put a subway under the railway at that point.

95. MR WIGGIN: Yes, but it could be a bridge. A bridge is still going to be cheaper than a four-storey car park. Sorry, it’s owned by someone else but you haven’t tried to buy it, is what you said I think?

96. MR WILLIAMS: We have discussed purchasing land off Mr Clarke, more really at the rear of that car park.

97. MR WIGGIN: Okay.

98. MR WILLIAMS: We haven’t actually looked at this field because the other thing that needs to be taken into consideration is that that field is going to be used as a works compound and spoil area during construction. We will lose this five acres and this 9.3 acres of the Stafford car park during construction. We need this land straightaway that construction starts. It’s got to be ready for us to use for car parking as soon as the first vehicles move in. Ideally we need it two years before that so we can prepare the infrastructure.

99. MR WIGGIN: P103(6) please? That is true what you say, but your neighbour is willing to rent land to you so you could have an intermediate solution. Given that HS2 is doing all this work on the south of the railway line, when the time comes to return it to car parking standards, that would be possible, wouldn’t it?

100. MR WILLIAMS: I just feel that that land there, which is basically that land there that you’re talking about, isn’t it?

101. MR WIGGIN: That’s right; that’s why I put the slide up.

102. MR WILLIAMS: It is just too far away. I mean, the distance that people would have to walk from this area under the railway, through this car park. Then you’ve got vehicles moving around in this car park. At the moment the way we do our parking is
that vehicles come in from this end and this end of the car park go to the back of the car park and then come forward and park. If they’re parking down here, I can just see pedestrians threading their way through the moving vehicles. I don’t see that as a practical solution. It’s just too far away.

103. MR WIGGIN: So will the showground shut if you don’t get sufficient parking?

104. MR WILLIAMS: The bottom line is that, if we don’t have sufficient car parking and the use of the Stafford car park for the caravanning and camping, we will be unable to hold 19 events, the biggest events. That represents £500,000 of our turnover. Our turnover is currently on the subsidiary company £1.2 million. We couldn’t continue. And not only would our turnover have been decimated but of course our caterers, our bars, they will be out of business as well.

105. MR WIGGIN: Thank you.

106. THE CHAIR: How many days of the year is the car park at capacity?

107. MR WILLIAMS: It’s used for – the car park over the road?

108. THE CHAIR: No, no, total car park capacity, how many days of the year are you at capacity?


110. THE CHAIR: Thank you.

111. MR MCCULLOCH: And, Mr Williams, you referred to the loss of turnover. The 20 days or 20 events or so, as I understand it, represent something like 70% of the turnover. Is that correct?

112. MR WILLIAMS: Yes.

113. MR MCCULLOCH: So the financial model simply doesn’t work if you lose your biggest events because everything else is dependent on them?

114. MR WILLIAMS: Yes, all we would be left with is a few minor dog shows, the national chrysanthemum show and things that really don’t make any money for us that we almost do as in the public good.
115. MR MCCULLOCH: And the permanent loss of the car parks would represent what percentage of the total car parking area?

116. MR WILLIAMS: Twenty-eight per cent – basically with the loss of the 16 acres, that is 28% of our total car parking area.

117. MR MCCULLOCH: And the loss of business isn’t of course just to the showground, is it? As you mentioned it’s also to the people who operate from the showground, the caterers, the bars, the pubs, but also the wider community. The whole region benefits from the showground. Do you have any anecdotal or actual evidence of what that economic generation is, which is caused by the showground?

118. MR WILLIAMS: Yes, we have never been in receipt of public money nor have put forward for any form of grant aid. Therefore we have never had to undertake a study ourselves. However the Bath & West Showground, which is very similar to us in the West Country, and probably has a similar event calendar as us, has estimated that it puts £164 million a year back into their local economy.

119. MR MCCULLOCH: And of course part of the policy behind HS2 is that it generates economic growth. So if you take out a facility like this, which is generating a very significant economic activity in the wider region, it’s contrary really to the policy purposes of HS2.

120. THE CHAIR: Let’s move on. I think you’ve made that point a number of times. Let’s move on.

121. MR MCCULLOCH: There would also be a loss, wouldn’t there, Mr Williams, of the charitable activity of the showground, which as I mentioned the public benefit to the Committee.

122. THE CHAIR: You’ve made that point already. Let’s move on. Let’s move on to new territory.

123. MR MCCULLOCH: Right. Would you just like to clarify the position concerning Berryhill Wood, Mr Williams?

124. MR WILLIAMS: Yes.
MR MCCULLOCH: That’s to be severed.

MR WILLIAMS: Yes, the 13.5 acres of Berryhill Wood, which is the triangle at the bottom end of the showground. Its main use is during the County Show when it’s used for demonstrating woodland crafts. It’s also a very tranquil picnic area during the show. However, we will have that completely severed. Certainly, in our claim for additional land we haven’t made any claim for that other than about an acre, which rounds, I think, our claim up from 14-point-something or other to 16 acres as there are some activities that are currently undertaken in the wood that we would see being able to continue. Basically, that wood is completely severed. We do not require it back.

THE CHAIR: Sheryll Murray’s got a question, sorry to interrupt you.

MRS MURRAY: You’re saying it’s severed. Does that mean Trent Walk is going to be completely severed?

MR WILLIAMS: Yes, my understanding is that Trent Walk is being severed. However, I believe a subway is being installed under.

MRS MURRAY: So it’s not severed and the woodlands could probably be accessed via Trent Walk?

MR WILLIAMS: They could. However, my experience is that the public is reluctant to walk those sort of distances to see the events that were going on in the wood because they’d have to access land that’s not owned by us. We don’t own Trent Walk. We have no right of way over that.

MRS MURRAY: But they must walk that distance now without the railway being there.

MR WILLIAMS: Yes. The problem you have, this area here, those are the gas tanks. This area here is completely closed to the public because that is a service area, if you like. So with the railway in place, people would have to walk through this service area, access Trent Walk, which we have no authority over, no right of way over, and then come under the subway there and then into the wood.

MRS MURRAY: But those buildings are there already.
135. MR WILLIAMS: Those what, sorry?

136. MRS MURRAY: You’ve said here’s the gas tanks and that.

137. MR WILLIAMS: Yes.

138. MRS MURRAY: I’m actually looking at your map now, not HS2’s.

139. THE CHAIR: Can you give us a reference to that, Sheryll, so we can all see it?

140. MRS MURRAY: Yes, sorry, it’s A289. I can’t see that there are any new buildings because of the railway there.

141. MR WILLIAMS: No, there’s no new buildings.

142. MRS MURRAY: So you’re telling me that it’s all right for them to walk through the gas tanks when the railway is not there but it’s not all right to walk through the gas tanks when the railway is built?

143. MR WILLIAMS: Right, let me explain. This is the Stafford car park again. At the County Show, which is what we’re talking about, this area here will be used for car parking for dog exhibitors and domestic studies exhibitors. This area will be used for our livestock exhibitors and is out of bounds to the public. This is the country pursuits area where we’ve got the country pursuits arena, etc., etc., and that’s the route that the public follow through in to Lower Berryhill Wood.

144. MRS MURRAY: It’s not a lot of difference for them to go down Trent Walk, though, is there, which is on the right?

145. MR WILLIAMS: Right, for them to access this, this is Trent Walk here, this area is all out of bounds currently. We wouldn’t have any public there. We won’t have any public there after HS2 because this is where all our livestock vehicles are amassing, trade stands exhibitors. This is the parking area for livestock and trade stand exhibitors as well as this area here. They have accessed this via this road here, around the side.

146. MRS MURRAY: I’m sorry, sir, but if you’re moving where you’ve said the field where the trade stand exhibitors park, because that’s where the railway will be, then you will have to find an alternative. So that would be removed, the out of bounds area, and
that means you could use Trent Walk?

147. MR WILLIAMS: No. Forgive me, I didn’t perhaps go into the detail I needed to go into. This area is used for trade stand parking for people who are occupying the 400 trade stands on this area here. This area, at the rear of Bingley Hall, is being used by the trade stands that are inside Bingley Hall. After HS2, they will continue to be inside Bingley Hall.

148. MRS MURRAY: So where will they park then?

149. MR WILLIAMS: They would park in this area here, which is what they do now and what they will continue to do because they need to be in close proximity to County Hall. During the County Show, for example, or the Shire Hall Show, Bingley Hall is used for the cattle showing and in that other case for the horse showing. Again, the horse vehicles, the cattle vehicles are all parked in this area and will continue to be in this area. This area here is the wash area, which is where these cattle vehicles are washed out. So under no circumstances would we want public in this area around here and therefore walking down Trent Walk and coming under that subway to access the wood. We would be happy for the wood, as we have already mentioned to Mr Williams, to be actually sold or exchanged with Mr Williams as part of any deal.

150. THE CHAIR: Okay.

151. MR WHITFIELD: Mr Williams, which is the pathway that you want the right of way removed on in the photograph?

152. MR WILLIAMS: The current thing that HS2 are suggesting is that there is a right of way across here, which is across the bottom of the main ring. That’s the main ring. As you can see it cuts through the heart of the showground. As I just mentioned this whole area for the County Show, say, will be covered in 400 trade stands, as it will for the two international motorcycle shows that we do, as it will be for numerous other shows. We just couldn’t have any vehicle traffic crossing from the 518 across over to Trent Walk.

153. MR WHITFIELD: And it’s not an existing right of way at the moment?

154. MR WILLIAMS: No.
155. MR WHITFIELD: I’m grateful.

156. THE CHAIR: I’m keen to hear from HS2.

157. MR MCCULLOCH: So in a nutshell, Mr Williams, you’re not seeking to replace Berryhill Wood. So far as the eight acres which Mr and Mrs Williams allow you to use on a licence, you’re not seeking any greater interest other than continuing the arrangement for the eight acres on a consensual basis. You are simply seeking on an equivalent basis the replacement of the land permanently lost?

158. THE CHAIR: Sorry we’re repeating ourselves. Are you happy for me to go to HS2? I want to hear from HS2.

159. MR MCCULLOCH: Well, I –

160. THE CHAIR: I don’t want you repeating yourself. We’ve taken quite a lot of time and it seems to be a relatively simple matter.

161. MR MCCULLOCH: Sir –

162. THE CHAIR: Sandy?

163. MR MARTIN: Can I just ask you to reiterate what your four points were? Because I’m beginning to lose track of what the four points were, so land replacement, the right of way –

164. MR MCCULLOCH: So land replacement on an equivalent basis.

165. MR MARTIN: Yes.

166. MR MCCULLOCH: And I was about to explain what I mean by equivalent basis. Secondly, an early purchase of the land to be taken to facilitate, with HS2’s support of course, a purchase of alternative land. The third one is a commitment to promote an additional provision to upgrade the access, which is along the top here on Deer Park Drive. Mr Williams could probably explain this; up here, that’s Deer Park Drive. We seek an additional provision. Because of the much greater, the intensified use of traffic up here than before, which Mr Williams can explain if you wish, we need to upgrade that single track lane to a twin track lane, which entails the compulsory purchase of
some narrow strip of land for its widening purposes and of course to give rights over it. It may also require the upgrading of the junction with the A518. That’s our third request.

167. Our fourth request is to remove the creation of the new right of way across the middle of the showground. We don’t need it for our own purposes because we already own it. It’s not clear whether HS2 are seeking that right of way for their own purposes. If so, they haven’t made that clear to us because we don’t see the purpose of them creating that new right at all. It’s not a right which would be exercised by us because, for the reasons Mr Williams has given, that area is thronging with people on showground days. It’s just not an appropriate use of that right of way. Those are the four issues.

168. THE CHAIR: That’s very clear. I’m going to call HS2 and I’ll allow some leniency in summation given I’m cutting you off. Mr Mould?

Response by Mr Mould

169. MR MOULD QC (DfT): Thank you. The starting point is that the Secretary of State recognises that there is a very substantial community value in this showground undertaking and that HS2’s construction and operation will inescapably have a significant impact on that function for reasons that you have had explained to you. This is one of those rare cases where the Secretary of State is persuaded, in principle, that simply paying financial compensation to the showground, given that community value, is not obviously an acceptable solution to the impact. Something has to be done in order to enable the showground to maintain the function that Mr McCulloch and Mr Williams have explained to you today. It is for that reason that the Secretary of State has asked HS2 for some time now to liaise with the showground with a view to examining what the options are to enable them to maintain the car parking capacity that they need in order to support their function including those 20 days a year, I think it was, when the showground is at its greatest level of operation.

170. That has involved a number of things: firstly, obviously, a consideration of whether there are rooms for efficiencies in the use of the land that will remain to the showground in order to enable them to accommodate car parking elsewhere within their holding; secondly, consideration, in the light that that is not able to provide a solution, to
whether there are other lands neighbouring the showground, albeit owned by others, such as Mr Williams, where there might in this case exceptionally be a justification, if agreement cannot be reached, to seek to take compulsory purchase powers in the Bill in order to get in land for that purpose. That is essentially the position that we have reached. If I put up P108(9), you’ll see that the position is recorded in a letter from HS2 Ltd on behalf of the Secretary of State to Mr McCulloch, 108(9)? That’s 108(7); that’s Mr McCulloch’s letter I think.

171. THE CHAIR: Presumably under compulsory purchase the land wouldn’t be purchased at such a premium because whilst the showground, if we’re accepting, is a six-time multiple, might be prepared to pay that, the state wouldn’t.

172. MR MOULD QC (DfT): Well, as I understand it the land that we were told Mr Williams, the neighbouring landowner of Park Farm, was willing to sell at a point to the showground by a private treaty, that land is land that Mr Williams has made available for use for car parking and for other showground functions in the past. So the valuation of that land in the open market, which is as you know, the land compensation test – that land may well attract a value over and above agricultural use in the light of the fact that it has an established function as part of the showground. It may not simply be a case of agricultural use. I can’t say for sure but that’s a very obvious valuation question that would need to be addressed. But I’m afraid the letter I was going to show you unfortunately doesn’t seem to be on the system because it was a convenient summary.

173. Let me just explain briefly what it said. What it said was it acknowledges the public interest in maintaining the showground function. It acknowledges that there have been efforts between the two Mr Williamses, shall I say, to try and reach agreement on land acquisition from Park Farm and as yet those haven’t borne fruit, and a recognition that it is appropriate in those circumstances for the Secretary of State to bring forward an additional provision as part of this process in order to enable the Secretary of State, if agreement fails, and I emphasise that – if agreement fails – to exercise powers as far as is necessary in order to enable the function of the showground to be secured by that process.

174. But I want to acknowledge this at this point – it is a very serious thing in any case for a public body to acquire by compulsion a third party’s land not directly for the
purpose of that public body’s undertaking but to accommodate the impact of that undertaking on another party. It is not unknown but it is the exception. It does mean that if that additional provision is brought forward for you to consider, through a petition brought by Mr Williams against the additional provision in due course, you, as you’ve indicated today, will require the most clear cut and convincing justification. You will need to be persuaded in particular –

175. THE CHAIR: Okay, we’re straying in to AP2. Martin, you have a question?

176. MR WHITFIELD: I think you may well have just clarified that, Mr Mould. You are satisfied that the Secretary of State has power, without this Committee instructing it to be part of AP2, to make it part of AP2?

177. MR MOULD QC (DfT): Yes.

178. MR WHITFIELD: Our role will come subsequently.

179. MR MOULD QC (DfT): That’s right. That’s exactly right.

180. THE CHAIR: And we will both parties at that juncture?

181. MR MOULD QC (DfT): Yes.

182. MR WHITFIELD: That’s fine.

183. MR MOULD QC (DfT): We, at the moment, are persuaded. I say ‘we’; the Secretary of State is persuaded, that the focus of the additional provision and the land that is identified within Mr Williams’s holding for that purpose, should be upon equivalence of function rather than equivalence of landownership. Because what matters here in the public interest is that the function of the showground should be maintained. If that can be achieved with the showground receiving a net reduction in its overall landholding then that net loss of land can of course be compensated through money. I make that point because Mr McCulloch, in my submission, goes too far if he sees equivalence as being equivalence of property. It’s equivalence of function that is the important thing.

184. As regards the second of his asks, that is to say whether the Secretary of State should now acquire the existing car park, that is a matter in my submission that needs to
be considered carefully in conjunction with the continuing negotiations in relation to the discussions and negotiations with Mr Williams. It’s not something that ought to be addressed free from that. I’m not saying that the Secretary of State won’t agree to early acquisition of that land.

185. THE CHAIR: I think the only thing that remains then is the right of way issue.

186. MR MOULD QC (DfT): Yes, that is an issue that at the moment I accept there’s no clear-cut explanation or justification for that. Indeed, it’s been overtaken to a degree by events. I would suggest that unless HS2 can justify the retention of that as part of the AP scheme that we can bring forward that I will tell you now that we will forgo the retention of that power in the Bill. So unless we can justify it as part of the development –

187. THE CHAIR: That’s very helpful. Sandy, did that answer your question?

188. MR MARTIN: Well, not really Chair, no. I am intrigued, because if we look at P103(6) you will see the little pink markings across the middle of the showground there. There is some purpose for which HS2 feels they need to have control over that line across there. However, if you then go to P103(7) you will find that that has disappeared and there is no indication of any right of way along there at all. So I am not quite clear why that was part of the Bill but it clearly wasn’t in order to establish a right of way. I don’t understand where the supposition that a right of way was expected came from.

189. MR MOULD QC (DfT): No.

190. MR MARTIN: Can Mr Smart enlighten us at all?

191. MR MOULD QC (DfT): I don’t think that he can. My understanding is that at a time it was felt that it was a right that would be a useful facility for HS2 for construction purposes. But I’m indicating to you, and I hope in not too an elliptical way, I am not able to see a clear-cut justification for that.

192. MR WIGGIN: Au contraire, when the Mould family are next in Staffordshire, they will be able to visit the County Show without paying simply by sticking to the right of way. I think that is why the showground is so keen that it should be removed.
193. MR MOULD QC (DfT): Yes.

194. MR WIGGIN: It’s absolutely detrimental and it rather fits with what you were saying a few moments ago about the function.

195. MR MOULD QC (DfT): Yes.

196. THE CHAIR: I think I’m going to caution the Committee. Mr Mould has made it clear the position, I think to the satisfaction of the petitioner. It is a curiosity but there are bigger issues and we need to move on. Sheryll, have we covered off the issues?

197. MRS MURRAY: Yes, it was just to check that it wasn’t for access to any utilities for anything.

198. MR MOULD QC (DfT): No.

199. THE CHAIR: We don’t know so let’s move on.

200. MR MARTIN: Chair, we have had a further point which is the fourth of Mr McCulloch’s asks which is a widening of the lane at the top.

201. MR MOULD QC (DfT): Yes, indeed, I was just coming to that. Again, as he’s explained, that is very closely bound up with the proposal that the land to the east and possibly to the south within Mr Williams’s ownership should be brought into the showground function. Clearly, if that is to be done, and as I’ve indicated, the Secretary of State is persuaded that he should promote an additional provision in the event that agreement cannot be reached. Then considerations of providing adequate access will obviously be integral to the promotion of that. So Mr McCulloch has my assurance on that point that that will be considered as part of the continuing work what I’ll call for these purposes the AP scheme.

202. THE CHAIR: Thank you.

203. MR WIGGIN: Could I ask a question about value? Given that we heard that the eight acres at the top was worth £480,000 and given the location of Park Farm, do you think if the Secretary of State compulsory purchased that eight acres they would pay more or less than the figure we’ve heard today?
204. MR MOULD QC (DfT): I think that the most likely outcome is that the Secretary of State would pay broadly the same amount; that is to say, around £500,000. But I would not wish you to take that as a commitment.

205. MR WIGGIN: Just your advice?

206. MR MOULD QC (DfT): It is a matter that would require a due diligent consideration within the context of the land compensation code. But for the reasons I gave to you earlier in the light of the facts that have been explained to you, where that land has historically been had a functional value to the showground in addition to the agricultural value, I would suggest that a valuer applying the market value rule, looking for example at whether there’s a marriage value involved in that land –

207. MR WIGGIN: Of course, if it was sold privately the seller could attach conditions such as if it was ever used for building they would get an additional uplift. Whereas if it’s compulsory purchased they’d lose that right.

208. MR MOULD QC (DfT): Yes.

209. MR WIGGIN: They’d simply get the right if it was ever sold.

210. MR MOULD QC (DfT): You point to one of, no doubt, many reasons why as I say it is highly desirable here that the parties should seek to reach agreement on this. And may I finish just by saying this, because I know Mr Bedson and his client Mr Williams are in the room, I hope perhaps it’s some reassurance. It is in the highest degree desirable that the three parties here should negotiate with a view to seeking an arrangement that is acceptable to all three of them. That may mean that everybody to some degree has to accept that the best is the enemy of the good because this is the kind of situation where some degree of give and take is always necessary. But HS2 and the Secretary of State, for their part, I can tell you will have that objective in mind. That is to try to avoid having to exercise any powers that are obtained under an additional provision by virtue of having reached a mutually acceptable agreement.

211. THE CHAIR: You do have a right to have a summary. However, I’d suggest to you it might be better to pass on that and for us to hear the Williamses. It will either work out to your client’s favour or you’ll be back in front of us for AP2. This is the
missing bit of the jigsaw.

212. MR MCCULLOCH: If I may, sir, I would like to respond on two points. The first is that we do acknowledge the seriousness of asking HS2 to promote a provision that acquires land of a neighbour. Mr Williams is a good neighbour. He’s a member of the society and we have a consensual arrangement with him, which we wish to continue. So I would like to acknowledge that on the record.

213. THE CHAIR: Thank you.

214. MR MCCULLOCH: The second issue, which goes really to the gravamen of what this is all about, we welcome HS2’s willingness to promote an additional provision and we wondered whether it would be necessary in the light of that even to appear today to argue the case for the additional provision. But the issue for us is whether the additional provision which the promoter talks about goes far enough. Otherwise, we’ll have to ask you to promote a further additional provision to enlarge upon the additional provision.

215. THE CHAIR: I understand. We’re now going into AP2.

216. MR MCCULLOCH: Well, actually, it’s more than that. It’s vital to us that the additional provision has the scope to it to satisfy our needs. Okay? Now there are three elements to that which I do want to register. The first…

217. MR WHITFIELD: I don’t mean, well, I do mean to interrupt you. Can I raise a point of order, CHAIR: whether or not as a Committee we can direct an AP or whether or not that rests with the Secretary of State as we adjudicate the petitions that flow from it.

218. THE CHAIR: We cannot. I think we’ve heard from the petitioner. We will now move to the next petitioner.

219. MR MCCULLOCH: Sir, can I –

220. THE CHAIR: We are now moving to the next petitioner, sir. Thank you. Mr Bedson?

221. THE CHAIR: Mr Bedson?
Richard and Julie Williams

Submissions by Mr Bedson

222. MR BEDSON: Mr Chairman, ladies, gentlemen, good morning. Yes, we’re presenting the petition on behalf of Richard and Julie Williams of Park Farm. There are two Richard Williamses, obviously, a little confusing; I’ll try and make sure we’re sticking with the same one when I’m referring. So Park Farm has been in the Williams family for many years. They went out of dairy production some years ago and they diversified into a lot of other areas. If we can go to 288(8) please, it will show their land holding in green.

223. The property comprises six residential dwellings, all shown pink in this area here. They also own the residential dwelling down the drive here, and it’s the home to Richard and Julie Williams, and their daughter Claire and her family. There are four other dwellings rented out on assured short-hold tenancy agreements.

224. It was until 10 years ago a dairy farm, but it diversified, so on two occasions throughout the year, the site is currently used for a major equestrian event run by British Eventing. Now these tend to be over one weekend in late March, and a further weekend in late July, both events covering three days, plus set up and wind down etc. In fact, we can see that at 288(21), if you can pull that up, please. That’s a brochure from the two horse trials that they run. They’re very significant events, there are 750 riders per event turn up and it uses all of their land.

225. It’s also a centre of excellence in the training facility for AP Webb Ltd, who have specialist plant and machinery hire to the railway sector. If we look at 288(17) please.

226. THE CHAIR: I’m conscious that the Committee are only meeting until 12; can you cut to the chase and say what your client wants?

227. MR BEDSON: I will do. I’m describing what goes on at the farm because it’s all rather important on the basis of land take that has been proposed under a potential AP. So, any land lost to us is vital. The family is suffering as well as the showground are.

228. THE CHAIR: You’ll do better for your client if you do as I request and cut to the chase and say what you want.
229. MR BEDSON: I will do that. We’ve received assurances on most issues here, from HS2, which we are pleased to say. The one remaining issue is actually the size of the underbridge; if we can go back to 288(8) please, thank you. There’s an underbridge there on Trent Walk which HS2 have agreed to give, it’s 4.2 metres in height, which is the reasonable endeavours clause. To get Mr Webb’s machinery and equipment underneath, we really need 4.6 because otherwise we can’t get low-loaders with kit underneath that underbridge.

230. In fact, if we look please at 288(16), the alternative access out of the site is along the boundary of the showground and turning left down Deer Park Road. That’s a very tight junction around there. There’s also an oil pipeline running up through here, so to get lorries out here and down a right of way there will involve a remodelling of this and potentially some works over the oil pipeline, so we’re simply asking for a slightly deeper underpass along Trent Walk, essentially.

231. If we move to the showground issues now, this obviously has come as some great shock and concern to us. The Williams family have – in fact, if we can go back to the previous plan, please, that’s the salient one for this, 288(16) – the Williams family have, for 20 years or more, rented this field on a licensed basis to the showground. The showground has never been short of parking as a result of that, and that’s been done in a neighbourly fashion without ransom; for many years, I think they charged £1,600. It went up recently to a bit over £2,000 for the two days of the County Show.

232. It’s only six days a year that that land is rented from the Williams family. It’s not that often and I can speak with some knowledge of the County Show because I’ve organised the gate stewards there for many, many years. Many of our office staff go there and man the gates on the County Show, so I do know something about the show, and they are a great supporter of the show.

233. Now, HS2 comes along and it takes away these two areas here, which we believe is about 15 acres or thereabouts, five acres here and probably nine acres here, so 14 or 15 acres. Mr Williams has indicated in the past that he would be willing to divest himself of this land at an agreed rate, so we’re very happy to do that, if we can agree terms.

234. THE CHAIR: Why haven’t you agreed terms?
235. MR BEDSON: Because we only had one offer letter and it didn’t get –

236. THE CHAIR: So it was too low?

237. MR BEDSON: Yes.

238. THE CHAIR: How much will you accept?

239. MR BEDSON: That’s rather putting us on the spot, sir.

240. THE CHAIR: Well, that’s the point of this.

241. MR BEDSON: Mr Mould mentioned a figure a minute ago, around half a million pounds, which may be something that we can talk around.

242. THE CHAIR: What’s the total offer now?

243. MR BEDSON: I’m sorry?

244. THE CHAIR: What’s the total offer now? Because I thought it was around that figure, was it not? Mr Wiggin did some calculations and –

245. MR BEDSON: Well, that’s for that field, but there’s a number of other things they want; they want to acquire some land in here, which we don’t think is necessary. I think the point is that the main car park here at number 3, whilst it is used for 18 to 20 days a year, I don’t think it’s full for 18 to 20 days a year. If it was at capacity for 18 to 20 days a year, they’d been knocking on Richard Williams’s door more often for the green land, but it’s only about six days a year that they use that green land.

246. THE CHAIR: Sheryll Murray?

247. MRS MURRAY: I understood it was at capacity for 18 to 20 days a year, from the evidence we heard just now. Could I ask, do the Williams family use this same field that’s outlined that’s let for parking when they hold their events?

248. MR BEDSON: They use that field for a number of reasons, yes. They grow haylage on it; they use it for the equestrian event that they have.

249. MRS MURRAY: So would they be looking to form a reciprocal agreement to the
one that the showground have with them, when they put their events on that you’ve highlighted?

250. MR BEDSON: It’s not a question of us, but I can see that being quite likely.

251. MRS MURRAY: Okay. And that could be incorporated into any private arrangement that came along?

252. MR BEDSON: Yes, I don’t see why not. But the Williams family have said all along they’re very happy to continue the arrangement that they’ve had for the last 20 years. They’ve never ransomed the showground. They’ve never sought to be difficult; they’ve always been very, very neighbourly. And that’s the crux of this, really. And it seems that the robbing Peter to Paul doesn’t sit very comfortably with a neighbour that has always worked with them.

253. MR WIGGIN: So could I ask, sorry, given what you’ve just said, the showground offered them £60,000 an acre for area 4, didn’t they, which is £480,000?

254. MR BEDSON: I don’t think they did.

255. MR WIGGIN: You don’t think they did?

256. MR BEDSON: No.

257. MR WIGGIN: I’m sure that’s what they told us earlier.

258. THE CHAIR: That’s what we were told.

259. MR WIGGIN: Right. So apparently, that was the other way round, that was what –

260. THE CHAIR: I misunderstood that point as well. I thought they’d been offered six times the value, which is £480,000 which is half a million.

261. MR WIGGIN: So that’s not right. But given that the showground has never been turned down, why wouldn’t they sell a bit more at that extraordinarily high price? It’s rather a good deal, isn’t it? No one else will pay that.

262. MR BEDSON: At that sort of level, we may be able to reach a deal, but I’m not
sure that that’s actually been offered; I think that’s the point.

263. THE CHAIR: Would you mind, Mr Mould, to clarify, or would you prefer to hold your powder dry, as I normally encourage, to the end?

264. MR BEDSON: It would be helpful to know.

265. THE CHAIR: Are you happy to intervene?

266. MR MOULD QC (DfT): Me? Yes.

267. THE CHAIR: Sorry. I was just suggesting – normally I encourage you to only do something at the end. I was just wondering whether you would be –

268. MR MOULD QC (DfT): I know, it was the shock of the new almost that –

269. THE CHAIR: I’m unsure whether you’re genuinely shocked or highlighting my contradictions. Can you help me please, Mr Mould?

270. MR MOULD QC (DfT): Yes, of course I can.

271. THE CHAIR: Thank you.

**Response by Mr Mould**

272. MR MOULD QC (DfT): First of all, just to clarify my understanding of what has been offered and discussed in the past, my understanding of the evidence from the showground a few moments ago was that Mr Williams had made an offer to sell the black land on the –

273. MR BEDSON: Which Mr Williams?

274. MR MOULD QC (DfT): Your Mr Williams, the owner of Park Farm, made an offer to sell the black land to the showground, suggesting that the price might be £60,000 an acre, and as you did the calculation, 60 times eight, was 480. I suggested – I rounded it up to half a million.


276. MR MOULD QC (DfT): Simply to answer your question and I did make clear
that that was in the context of suggesting that that might be, prima facie, a basis for a land compensation settlement. But in terms of private treaty, if both of the private parties, that is to say the owner of Park Farm and the showground, if they are interested in reviving negotiations, for at least the sale of that land on appropriate terms from Mr Williams of Park Farm to Mr Williams of the showground, on behalf of the showground, then HS2 would be entirely comfortable with seeking to assist them in reaching appropriate terms on that, and obviously a recognition that, provided that the sum of money is one that is broadly acceptable within the scope of the land compensation regime, the price payable would, for obvious reasons, fall to the Secretary of State because he would be funding the acquisition if it did come to an additional provision.

277. So that, on the face of it, you might think, might go some way towards resolving the issues of function that you heard mentioned earlier.

278. MR WIGGIN: Exactly.

279. MR MOULD QC (DfT): Then the question would be whether there’s a residual area of land beyond that black land that the showground require in order to maintain their function at the busiest times of year, whether Mr Williams is willing to treat for the sale of an appropriate additional piece of land, no doubt, sensibly co-located with the showground boundary, and then, of course, the question of whether the price payable for that should be agricultural, or whether it should be agricultural-plus.

280. And within the scope of the land compensation code – forgive me, this point I think may help you – any acquiring authority has a degree of flexibility recognising the value to the public of reaching agreement on acquisition rather than the more onerous costs of having to go through compulsory purchase and compensation. Because you save the costs of people like me, if you can reach agreement, rather than have to go through the whole gamut of potentially a lands tribunal hearing, and that kind of thing.

281. MR WIGGIN: There is another element to this as well which is that, if you cease to be involved in this, if we and the Secretary of State decide that eight acres is sufficient because, from a taxpayer’s point of view, for those extra days, land could be rented, then that money disappears and we’re back to agricultural value. So, from Mr Bedson’s client’s point of view, Mr Bedson’s Mr Williams, getting this deal done now
is very much in his interests, isn’t it?

282. MR MOULD QC (DfT): Well, to coin a phrase, you may very well say that.

283. MR WIGGIN: I did, but I want you to.

284. MR MOULD QC (DfT): I wouldn’t seek to quarrel with that, as an assessment of the position.

285. MR WIGGIN: Thank you. Because once the taxpayer has gone away, it’s coming out of the showground’s pocket, or probably not.

286. MR MOULD QC (DfT): Yes.

287. MR WIGGIN: Thank you.

288. THE CHAIR: Mr Bedson, would you like to move on to your next petitioner?

289. MR BEDSON: For which we move onto your next petitioner, I presume?

290. THE CHAIR: Sorry, Mr Mould, that was an intervention, you’re right, but do you really have to say more?

291. MR MOULD QC (DfT): Well I was just going to cover the point about the height of the underbridge.

292. THE CHAIR: Sorry, I didn’t hear you.

293. MR MOULD QC (DfT): The height of the underbridge.

294. THE CHAIR: Thank you.

295. MR MOULD QC (DfT): I can deal with that very quickly. Can I just put up the current assurance on that, P1053(1). Hopefully, we’ve got this one. All I was going to say was I am able to substitute for the number 4.25 towards the bottom of the page, the number 4.6, which I think is what Mr Bedson asked for.

296. MRS MURRAY: Excellent.

297. MR BEDSON: So may we take away from this then that there will be no
promotion for an AP acquisition of this land, whilst we discuss?

298. THE CHAIR: No.

299. MR MOULD QC (DfT): No.

300. THE CHAIR: No. We had a total misreading of the situation.

301. MR MOULD QC (DfT): Would you like me just to explain why that is?

302. THE CHAIR: No, I think you’ve made it very clear; we can re-read it. Let’s move to the next petitioner. Nice try, Mr Bedson. Mr Bedson, can I just confirm, are you representing all the remaining petitioners, including the Moore Partnership?

303. MR BEDSON: Yes.

304. THE CHAIR: Thank you very much. And are we seeing everybody? Are we considering everyone or have you settled any of these?

305. MR BEDSON: We’ve settled some. Late last night.

306. THE CHAIR: Could you go through and tell me what you’ve settled, so we know what –

307. MR BEDSON: Sorry, did you say –?

308. THE CHAIR: Sorry, my hearing’s not very good today. Are we seeing them all today?

309. MR BEDSON: No, we’ve dealt with the Green family. We’re not seeing Garrett.

310. THE CHAIR: Right.

311. MR BEDSON: The others have minor points.

312. THE CHAIR: So we’ve got Matthew Weaver, Richard Weaver, Plants and others, and the Moores, so we’ve got four more to do in the next 45 minutes.

313. MR BEDSON: Yes, but a lot of them are very brief now.

314. THE CHAIR: Let’s do the Weavers, let’s get – and there’s no witnesses?
315. MR BEDSON: No.

316. THE CHAIR: Excellent.

**Mr R and Mrs H Plant; Mr and Mrs E Anderson; Mrs S Marginson**

**Submissions by Mr Bedson**

317. MR BEDSON: Exactly. So the first one is in respect to the Plants, Marginson and Anderson family at Walton House Farm. I don’t have the number for that plan, which is the AP plan, the exhibit number.

318. Some of these points have been issued. It boils down to a footpath and the capacity of the bridge largely, and some noise fencing. What we have here is a footpath currently that comes down footpath 32, it goes through this particular farm next door here and goes along to the underbridge under the motorway. Now, clearly HS2 severs that at this point here.

319. The proposal was to send it up the farm drive and down the bottom of the garden, which, as you can imagine, filled our clients with dread. There is a proposal to reroute it there which is a little bit further way which is a bit better, but we’re still not terribly comfortable about it. This is an equestrian unit, amongst other things, and they also grow some corn, and they’ve got a lot of stables and DIY liveries here. What we don’t really want is this bridge which will be the overbridge to the remainder of the land down at the south of the railway – we don’t really want the conflicts of members of the public walking over there with horses and livery etc.

320. The alternative route that we’ve suggested, and there’s probably a better plan that we can bring up on that, actually takes it out to the Eccleshall Road, down the Eccleshall Road and over the bridge and back down this side. The only not quite so pretty part of that route is where it crosses over the bridge over the new road.

321. I was involved a while ago in a case, acting for a local authority who had omitted in a search to disclose a footpath going through a property. The claim was huge.

322. MR WIGGIN: Yes, they are.

323. MR BEDSON: Because the footpath went right across the bottom of the garden,
and they didn’t know about this until a load of brightly coloured cagoules went past one morning when they were having coffee, and it was a real shock to them. This is very similar, and what we will have here, the market town of Stone is here, you can see the houses. We get a lot of dog walkers there as it is. What we’re trying to avoid is people coming to look at the weekends to see how the railway’s being built, of which there will be droves. And it’s a real, real concern for us to have the footpath there.

324. MR WIGGIN: Is there a reason that that bridge is there?

325. MR BEDSON: This bridge?

326. MR WIGGIN: Yes.

327. MR BEDSON: Yes, it is actually. If we go to the client’s plan, which is A210(5). So the client’s ownership is edged blue and red, here.

328. MR WIGGIN: Got you.

329. MR BEDSON: So the bridge crossing over there is their access from this side to that side. At that point there, that’s a wind turbine which is a very costly investment, something they’ve invested hugely in and gives them a nice return, thank you very much. The cable from that goes straight across the trace and into this building here. On which there is also a solar array, and within which, there is also a biomass boiler. So there’s a lot going on.

330. The request in respect of the bridge is that it needs to be of sufficient tonnage and sufficient capacity to get an 80 tonne crane over, which is necessary to service that wind turbine.

331. MR WIGGIN: Eighty tonne crane?

332. MR BEDSON: Yes.

333. MR WIGGIN: Oh, you have got to be joking. That’s going to cost a fortune.

334. MR BEDSON: Well that’s the crane size we are told is required to service that turbine.

335. MR WIGGIN: Twice the legal limit.
336. MR BEDSON: Highway limit, yes, but bridge limit for sure. What HS2 have said to us is that they are looking to provide an alternative but, if we don’t, that turbine may end up getting shut down and dismantled and gone, which means penalties on feed in tariffs, etc.

337. THE CHAIR: Okay, point well made. Right, any more points?

338. MR BEDSON: Yes. If we go back to 1079(4) please. Thank you. There’s a couple of assurances here to get rid of this tree planting and replace it with a hedge; we would ideally like some noise barriers across here as well. I’m familiar with a number of clients’ properties that are adjacent to the West Coast Main Line cutting, and it is desperately noisy. And yes, people get used to it, but an equestrian centre, right on top of a cutting, we would like to see some noise barriers. There are none at present.

339. THE CHAIR: Okay, well we’ll hear from HS2, it’s a clear request. Any more points?

340. MR BEDSON: Thank you. I think that largely covers the points.

341. THE CHAIR: Brilliant. Mr Mould?

**Response by Mr Mould**

342. MR MOULD QC (DfT): I’ll deal firstly with the footpath. The alternative, as you know, you’ve heard, would be to take the footpath down the Eccleshall Road. You heard some evidence many weeks ago now; that’s quite a busy road and so it would require those using the footpath, probably for recreational purposes, to share that with a carriageway. It would also mean, because of the levels just off the plan to the left here, where I’ve got my cursor, just to the west of the railway line, the levels there are such that it would be necessary to provide steps which obviously means that the footpath wouldn’t be accessible to people who are not able bodied, so there are those two reasons why we do not think that that is an acceptable alternative.

343. Mr Bedson has told you his client’s concerns about the alternative solution that we willing to promote. Over to you to decide which of those you think is the right course.
344. As regards to the weight limit on the bridge, we were told it was 70 tonnes, actually it’s gone up to 80. Maybe there’s a precautionary principle being applied there, but I had been told, actually, I hear what Mr Wiggins says, that to get the bridge up to a capacity to accommodate 70 tonnes would not actually add significant to the cost over the 44 tonnes which is the highway standard. Whether 80 tonnes would tip the balance, I’m afraid I can’t help you because that’s the first time I’ve heard that number, but there is some room there to increase its carrying capacity over and over the 44 tonnes.

345. THE CHAIR: Excellent.

346. MR MOULD QC (DfT): And the final point, sorry –?

347. MRS MURRAY: I just wondered whether Mr Bedson could clarify whether it is 70 or 80?

348. MR BEDSON: My apologies for that, I thought it was 80. I can clarify that point.

349. MRS MURRAY: So it’s 70?

350. MR BEDSON: Seventy’s in the bag.

351. THE CHAIR: Let’s assume it’s not going to be a problem. You seem to be quite pragmatic.

352. MR WIGGIN: Once it’s back on the road, it can’t cross any other bridge.

353. THE CHAIR: Right, Mr Mould, final point?

354. MR MOULD QC (DfT): P678, noise. This is a very simple answer, but I just need to show you the plan. Although the notation on the east side of the railway to the north and south of the petitioner’s dwelling, which is here, suggests that there’s a gap in noise attenuation, just at the point where the railway passes, in fact, that’s misleading. As you can see, the cutting there is at its widest point and the cutting would provide noise attenuation.

355. The proof of that is in the fact that the contour doesn’t bulge out as it passes that point, so there is, actually there, quite effective noise attenuation. The chart, which I
won’t take time to show you now, the chart shows that the property is currently affected by noise from the motorway and the degree of noise change through running HS2 in that cutting will be to add a decibel to the existing noise levels in the daytime and two decibels to the existing noise levels at night, so there isn’t going to be a problem.

356. THE CHAIR: Excellent. Thank you very much. Sandy?

357. MR MARTIN: Can I just go back to the footpath, because I am a bit concerned about this, and I don’t want us to make the wrong decision? Can we go back to 659? Or that one will do. So, Mr Mould, can you explain? It’s made it slightly more difficult by the fact that we don’t have any maps which show the alternative route.

358. MR BEDSON: It’s 208(5) might show you better, which is actually the neighbour’s plan. I can show you exactly there.

359. MR MARTIN: So that’s where the current footpath is.

360. MR BEDSON: Across to there, down the Eccleshall Road.

361. MR MARTIN: Over a major road, over the bridge.

362. MR BEDSON: And we could build a ramp there.

363. MR MARTIN: Down a ramp and alongside the motorway. That’s going to be a lovely footpath, isn’t it?

364. MR BEDSON: Well it currently goes along there anyway, and it goes through there, so it is a diversion for that bit, yes. But for the clients living here, to have that so close to them and their equestrian centre where they’re teaching people to ride, and they’ve got liveries and all the rest of it, the general public, with their dogs, mingling with horses is a bit of a nightmare there, really.

365. THE CHAIR: Okay I think we’ve done that one. Right. Let’s move to the next petitioner. What tab are we on, please? Tab 7. Mr Bedson if you could tell us tab were’ on, or Mr Mould?

366. MR BEDSON: I’m not sure I know the tabs, actually. Matthew Weaver.

367. MR WIGGIN: Mathew Weaver?
368. MR MOULD QC (DfT): Tab 6. Tab 5, sorry.

369. MR WIGGIN: Tab 5.

Matthew Weaver Ltd

Submissions by Mr Bedson

370. MR BEDSON: Okay. If we could bring up 207(1) please. No, sorry, 207(6). Thank you. So Matthew has a dairy farm here. It is an intensive dairy farm; they’re just investing in some new robotic milking machines. They have 350 acres here in a ring fence with some additional land elsewhere, fourth generation coming through, and just changing the farm system now.

371. Now, importantly, they have a lagoon here, because they take in digestate from anaerobic digesters plants around the Midlands, and that has been the subject of some significant investment over the last few years, and the digestate is then spread on their land in lieu of fertiliser. It saves them something in the order of £40,000 per year.

372. Now, we’ve had an assurance through reference conduits, but we want to make sure that those conduits can be put in place and that they will actually be built. There is a bit of a ‘seek to use reasonable endeavours’, rather than just ‘reasonable endeavours’, which is concerning to us.

373. THE CHAIR: We’re happy with reasonable endeavours. Is that your only point?

374. MR BEDSON: No. The bridge here, we think we’ve bottomed out the issue on the bridge, but we’re not quite sure because HS2 haven’t got the assurance to us yet. We’re requesting that the bridge be flipped from there to this point here, for the simple reason that walking cows to graze is nearly an extra kilometre by the time they’ve gone all the way round there. So we need the bridge at that point there, not that point there. We think HS2 are going to give that assurance to us; Tim’s nodding. That should –

375. THE CHAIR: He’s nodded; we take that as the assurance. Is there anything else?

376. MR BEDSON: So the bridge is going to be moved?

377. THE CHAIR: That is the assurance that’s been given.
Response by Mr Mould

378. MR MOULD QC (DfT): Yes, it’s just running through the Government’s process now, but I’m going to say to you that that is going to be the arrangement.

379. THE CHAIR: Thank you very much. Let’s move to the next petitioner.

380. MR MOULD QC (DfT): And we’ll take out the word ‘seek to’ from the assurance.

381. MR BEDSON: Thank you.

382. THE CHAIR: That’s helpful.

383. MR BEDSON: It is, thank you.

384. THE CHAIR: These things happen, don’t they? Now we are comfortable with reasonable endeavours, let’s not stray.

Richard Weaver Farms Ltd

Submissions by Mr Bedson

385. MR BEDSON: The next one is on Richard Weaver and again, the remaining point here is in respect to a bund; if we could go please to 209(6). We’ve had a lot of assurances over the last few days and hours relating to this which I think they’re as good as we’re going to get. What we’re requiring here is a bund across here, because the railway is at grade, it comes off an embankment and into a cutting. There’s three houses up there in which the family and the extended family live, plus planning consent on some of the barns, and it’s less than 200 metres up there.

386. THE CHAIR: Is this a noise issue or a visual issue, or both?

387. MR BEDSON: Bit of both really, but we’re suggesting that instead of made up ground in this area that a bund is built across here. Now, we’re told that there’s a Western Power Distribution cable across here, but that’s going to have to be rerouted anyway, because of HS2. I suspect it is on a wayleave agreement which means we can serve notice to quit, followed by notice to remove under the 89 Act, so we could get the electricity company to move it anyway. We would like a bund across there.
388. THE CHAIR: That’s very clear. Anything else?

389. MR BEDSON: There was something drafted in that.

390. THE CHAIR: Anything else? HS2?

Response by Mr Mould

391. MR MOULD QC (DfT): We like the idea of being able to get rid of some of our excess excavated material. We do need to make sure that we don’t jeopardise important utilities, but an assurance is being taken through our internal governance processes to marry those two talks together and I expect to be able to issue that to Mr Bedson in the next few days.

392. THE CHAIR: Excellent. Next petitioner?

393. MR BEDSON: Thank you. The Green family, we have assurances, so we’re happy with those. The last one is Paul Moore, now again –

394. THE CHAIR: Sorry let’s just be very clear. We’re not doing Green at all?

395. MR BEDSON: No.

396. THE CHAIR: So no need to mention them. So where are you and which tab?

397. MRS MURRAY: The last one.


400. THE CHAIR: So Richard and Hana Plant?

401. MR BEDSON: We’ve done those, sir.

402. THE CHAIR: Sorry, that was – so this is our last one, the Moore Partnership.

403. MR BEDSON: Yes.

404. THE CHAIR: Okay, thank you. Sorry for confusion, I think a problem with my hearing.
405. MR BEDSON: We presented on this the other day. I believe there are some assurances coming again, but I haven’t seen them. The main point here is, if you recall, it’s the 625,000 chickens and however many million dozen eggs that was per year; I forget the figure. The main point here is one of noise; we are deeply concerned about the noise. Now, I know Mr Thornely-Taylor wanted to present on this, and I think the issue was that he was suggesting that the railway would not be perceivable from in the shed. They’ve done some noise measures within the sheds, and he was suggesting that you wouldn’t hear the railway.

406. I found that hard to believe. I’m not a noise expert, but when you go in those sheds at night, and it is dark and the fans are off and it’s an ambient temperature, you can hear a pin drop, and a train rushing by, not many metres away –

407. THE CHAIR: We’ve done this before, haven’t we? Any other points, new points?

408. MR BEDSON: What we’re asking for is some noise mitigation there. The client’s comment is, ‘We’ve never had a problem in the past with chickens being spooked by noise. If it starts in the future’ –

409. THE CHAIR: Okay, we’ve done this in the past; we’re not going to do it again. Are there any other points? Mr Mould, do you need…?

Response by Mr Mould

410. MR MOULD QC (DfT): I was just going to mention one thing which may be of some assistance to Mr Bedson’s clients on this. I did ask the project, yesterday I think, to offer Mr Bedson an assurance that monitoring will be carried out within the sheds during the commissioning of the railway: in other words, when the railway trains are being run during a period of about a year and a half or so, just before we come into operation.

411. The advantage of that would be that if the noise assessment we’ve done, which
shows that there isn’t going to be a problem, turns out in practice to be wide of the
mark, then there’s an opportunity to consider whether some sort of mitigation should be
introduced along the lines that he’s suggested. I would just obviously point out that if
we’re talking about genuine nighttime noise environment, HS2 trains don’t run from
midnight until five in the morning. But that monitoring assurance is on its way to Mr
Bedson, if it hasn’t already arrived, and hopefully that will give his clients some
reassurance.

412. THE CHAIR: Okay, thank you. I think we’ve concluded. The Committee will
now sit in private. Thank you very much.