MINUTES OF ORAL EVIDENCE
taken before the
HIGH SPEED RAIL BILL COMMITTEE
on the
HIGH SPEED RAIL (WEST MIDLANDS – CREWE) BILL

Monday 29 April 2019 (Afternoon)

In Committee Room 5

PRESENT:

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

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IN ATTENDANCE:

James Strachan QC, Lead Counsel, Department for Transport

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WITNESSES:

Alex Booth QC
Charles Cole

IN PUBLIC SESSION
# INDEX

<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staffordshire County Council and Lichfield District Council</strong></td>
<td>6</td>
</tr>
<tr>
<td>Submissions by Mr Booth QC</td>
<td>6</td>
</tr>
<tr>
<td>Response by Mr Strachan QC</td>
<td>12</td>
</tr>
<tr>
<td><strong>Kings Bromley Parish Council</strong></td>
<td>18</td>
</tr>
<tr>
<td>Submissions by Mr Cole</td>
<td>18</td>
</tr>
<tr>
<td>Response by Mr Strachan QC</td>
<td>20</td>
</tr>
</tbody>
</table>
1. THE CHAIR: Before we commence the agenda, I believe HS2 want to say something on Common Lane?

2. MR STRACHAN QC (DfT): If it’s convenient to the Committee, because I did say I would give you an update today about where we’d got to.

3. THE CHAIR: Wonderful, very convenient.

4. MR STRACHAN QC (DfT): So, I will try and do this as quickly as I can. Would it help just to have the plan back up? P1257(5), just to remind you of it. The Common Lane diversion that the AP2 introduces restores Common Lane on this alignment here. As I indicated on the last occasion, if I go to P1257(6), whilst that addresses the concerns about the permanent closure of Common Lane, it creates some challenges in construction because we can’t have that open throughout the construction period.

5. And I must correct something I said last week. I was asked for how long that closure was and I turned for assistance; I think I was told 18 months. That is the period of the construction of Common Lane itself; the total period when the Common Lane diversion would be closed is 36 months. That’s the expected closure and I apologise for indicating it was 18 months on the last occasion. I’ve told Mr Lewis, who was here last time around when I said it, when the NFU were in. So that, at the moment, it’s anticipated that that would result in the closure of Common Lane for 36 months. Traffic would then have to go up Common Lane and past the Richard Crosse Primary School, which you heard about on the last occasion.

6. However, I did say we were looking at solutions and I referred you to option seven, P1257(8), and that, you’ll recall, takes a link from the A515 from this roundabout that we’re creating in any event, and goes across to Crawley Lane on this sort of alignment, and I said we were in discussion with petitioners and affected landowners. The positive news for the Committee is that there is, as far as we’re aware, no in principle objections at the moment from either the landowners or indeed the authorities in so far as they’re able to give views about it currently. There’s nothing – a showstopper – at the moment; we would need to get the necessary consents. We would need to acquire the land from the landowner and I’m going to give you very shortly a
joint statement on behalf of the affected landowner which I hope is encouraging.

7. Mr Wiggin last week raised with us the possibility of making the connection across this part, which is land we already take as part of the borrow pit; you’ll recall I showed you that a moment ago and connecting into the land here. We are in the process of working that through. At the moment, that also looks to be a possible alternative solution so we’re obviously grateful for raising it.

8. I emphasise, ‘possible’ because we haven’t done in the time available all the necessary detailed work to show you could do it. You would need to connect into the road about 160 metres down from the roundabout for safety reasons. And you would take land here, I think this part of the track is something we only have temporary rights over, so we would need to speak to the other landowner there. But I’m told that she is, at least in principle, encouraging about option seven, so we need to raise that with her.

9. And then, up at this point, we will need to widen the road slightly to get round this bend but, the Committee will be pleased to hear, that property there is one we’ve actually acquired under the need-to-sell scheme. So, the pieces of the jigsaw look at least to give us another possibility. So, that combined with the positive news about option seven, which is this arrangement, and the potential for an alternative arrangement, suggests to us we’re in a good position to bring forward a solution that satisfies everyone. I can’t tell you we have got to that final position as yet for the reasons I’ve just explained, but if I could just put up the statement from the landowner – the affected landowner – that may give some further assurance.

10. This is slightly out of turn because this is a joint statement by the promoter and the petitioners for Miss Fielding who is appearing later, but the relevant part of the statement –

11. THE CHAIR: Sorry did you say ‘is’ or ‘was’?

12. MR STRACHAN QC (DfT): It is slightly out of turn because I wasn’t intending to read out all of this statement which relates to –

13. THE CHAIR: Sorry that was the wrong ‘is’ I was referring to. You said it was slightly out of turn.
14. MR STRACHAN QC (DfT): Yes.

15. THE CHAIR: I didn’t hear whether Fielding was or is attending.

16. MR STRACHAN QC (DfT): She is not attending.

17. THE CHAIR: She is not attending.

18. MR STRACHAN QC (DfT): She has asked us to read out this joint statement. The first part of it relates to her petition on another matter, so I wasn’t necessarily going to read it out.

19. THE CHAIR: I think we’ll trust you; it sounds very disorderly but probably sensible, so carry on.

20. MR STRACHAN QC (DfT): Thank you. The reason I say that is the second part of the joint statement by the promoter and Joy Fielding and David Plith, who are the owners of the option seven land – and they have said, ‘The landowners are willing to discuss the sale of their land subject to contract and by agreement to the promoter for the purposes of the construction of a new road, subject to an agreement on reasonable terms’. And so that, I hope, provides at least a level of comfort and assurance that we are, as I said, in a good position to pursue either of those two alternatives. And I hope, I probably don’t need to take any more of the Committee’s time. That is the update.

21. THE CHAIR: So other petitioners that have petitioned on Common Lane, presumably you’ll communicate all of that to them? So, whilst they are welcome to still petition, it would seem sensible for those petitions to focus on other issues that may be remaining in their minds or actuality, rather than the ones that you’ve already dealt with.

22. MR STRACHAN QC (DfT): We will certainly do that. I’ve already indicated it to Staffordshire County Council who are about to appear on this issue, so I think they’re at least aware of the updates that I’ve given you. And we have something to say about the fallback option of AP2, and why we think it’s still a relevant fallback, but we are not anticipating, for the reasons I’ve indicated, that we will need to rely upon it if either of these two other options come forward.

23. THE CHAIR: Any questions?
24. MR WHITFIELD: Can I just see whether HS2 will clarify that some of this land purchase is certainly outwith AP2, which means, on my understanding, it’s technically outwith the ability to petition from those that don’t own the land, but may have an interest, or an overall interest, in the scheme? Are HS2 satisfied of both their and the Government’s legal position with regard to some people potentially losing the ability to petition over this, which lies outside of AP2?

25. MR STRACHAN QC (DfT): Yes, for this simple reason: this proposal would still require planning permission, which is one of the approvals necessary. So, if anyone were concerned –

26. MR WHITFIELD: They could come back at that stage.

27. MR STRACHAN QC (DfT): They would be able to make objections to the planning permission to the relevant authority, and the authority would take them into account and decide whether or not to grant the consent. So, the assurances are subject to obtaining the necessary approvals, but that alternative process would mean no-one’s disenfranchised from the process.

28. MR WHITFIELD: Excellent, I’m grateful

29. THE CHAIR: Thank you very much. With that, we’ll move to Staffordshire County Council and Lichfield District Council. I previously thought they were petitioning together but there may be a statement. Is that the case, Mr Booth?

**Staffordshire County Council and Lichfield District Council**

**Submissions by Mr Booth QC**

30. MR BOOTH QC: No, sir, we are petitioning together. I have Lichfield District Council and the County Council, as I say, sat behind me, so to speak. I appear on behalf of them both. Mr Thompson is also here to the extent you need any assistance from an officer of Staffordshire County Council and I do, in a moment, want to address you briefly in relation to Common Lane. But first if you could bring up slide 2, please, of the Council’s slides. First, the good news, which is that of the eight petitioning points raised by the County Council, agreement has now been reached between the parties as regards two through to eight, save in relation to issue seven. As per Yarlet School, the
County Council hasn’t received an assurance, but we are aware that the school itself has received an assurance, and we’re content to leave matters to them in that context.

31. So, all I need to address you on is issue one, Common Lane, and in that regard I’m going to look to take matters as swiftly as I can. As I say, Mr Thompson is here, but I’m going to address the Committee.

32. THE CHAIR: Could I just hold you up on Yarlet School; we’re hearing lots, what is that remaining issue?

33. MR BOOTH QC: Well the issue certainly, as I understand it – and I say that because Yarlet School, I understand, have raised a number of points. The only point that we were concerned with was the issue as to when the replacement access was going to be provided, i.e., we know that a replacement access is intended to be provided, but what we were concerned to ensure was that there would be no use by HS2 traffic of the existing access until the replacement access had been provided.

34. THE CHAIR: Very helpful, thank you.

35. MR BOOTH QC: So as regards Common Lane, I know the Committee is very well-versed on the issues, I know Mr Martin and the Chair have seen matters on the ground. The short point is that Staffordshire County Council is content with option seven – very supportive of option seven, as indeed is the District Council, as indeed is Kings Bromley Parish Council, who are also here and will speak to you in their own right.

36. What we are concerned about, however, is the basis on which HS2 is offering to provide option seven. In the first instance, how they provide this is, of course, a matter for them and, obviously, it would be most desirable if they are able to acquire the necessary land by agreement and then obtain the relevant planning permission and any approvals under highways legislation.

37. However, if this doesn’t prove possible and, in particular, if acquisition of the land by agreement does not prove possible, then there needs to be a fallback as to how the land is acquired, because the assurance currently provided by HS2 contains no fallback in that regard. In fact, it expressly disavows any potential AP3 or any other mechanism
by which the relevant land could be acquired by way of compulsory purchase powers. So if they aren’t able to acquire the land by agreement and we simply fall back on AP2, and option three, and in particular on the three-year period of closure which Mr Strachan has informed the Committee of this afternoon, now we say that is wrong and there needs to be a fallback so that HS2 are required to exercise powers to at least try and effect delivery of option seven.

38. It won’t happen, absent either a further assurance from HS2 or a direction from the Committee. We’ll be left with a scenario where we simply fall back on option three. So we say there should be a requirement that HS2 is required, in the absence of agreement – and I can’t stress this enough – we’re very keen that they reach agreement with the landowner, but if they can’t they should be required to promote either a TWAA or an AP3. Obviously, AP3, I’m not sure the Committee would welcome it, but it would just be a successor to AP2, and TWAAAs have, of course, often been promoted supplemental to Hybrid Bills of this type and, indeed, I’m aware of at least one that happened in Phase One of HS2.

39. So that is our position. It’s also the position of the District Council and it is also the position of the Parish Council. And I want very briefly, if I may, to explain why we say this is the case. Can we move to slide 3 please? This is a plan that I know the Committee’s familiar with. You saw it last week in the context of the NFU appearance and I know everyone’s – I can’t make the mouse work. There we are. Once Common Lane is closed, in the absence of either option three or option seven, traffic will move back up Common Lane, along Crawley Lane, around up into Kings Bromley and, crucially, past the primary school.

40. If we turn to slide 6, very briefly, one can see the aerial which shows that road, and one can see the markings outside the school. Common Lane moving, sorry Crawley Lane rather, moving into Kings Bromley, past that school, before it turns sharp left.

41. THE CHAIR: Mr Booth, to save you time, I think we’ve been through this before and we are very, very aware of the problem and the implications of the other scheme not going ahead. So, we know this in fine detail.

42. MR BOOTH QC: I won’t go through it in any more detail save to point out as follows. In terms of Crawley Lane, I am aware that when the site visit was undertaken,
of course that was out of school term time, there isn’t any parked traffic as per the morning peak. What we have on slides 7, 8 and 9, are examples of the traffic conditions that the HGVs of varying flavours are going to have to negotiate in the absence of option seven being available. Now, that’s Crawley Lane as one comes into Kings Bromley. Now I have, on slides 11, 12 and 13, examples of traffic generated by the dairy. I know you will have seen HGVs before; you are familiar with these type of vehicles. That’s a stock photo, I should say, that’s generated by the dairy. That’s the type of vehicle that does serve and take away the product.

43. So those are the vehicles that are going to be seeking to negotiate that very constricted area. And so we say, whilst it is obviously desirable that agreement is reached, there has to be some teeth behind that, and we do say that if there is the prospect of compulsory purchase powers being exercised, that should serve to grease the wheels, if you like, of any negotiation that takes place because, in circumstances where the parties are aware that if they don’t reach agreement, compulsory purchase powers may fall to be used, then that does promote an agreement in and of itself.

44. So, I apologise for taking the Committee’s time, but we did just want to put before –

45. MR WIGGIN: The County Council have compulsory purchase powers too, but they haven’t used them.

46. MR BOOTH QC: Well, no, Mr Wiggin, that’s absolutely right. This issue only came up very recently. This is a situation of HS2’s making and, in these circumstances, we do not see it as appropriate; indeed it’s never been suggested that it would be appropriate for the County Council to effectively – I suppose this does sound pejorative, doesn’t it – necessarily, but clean up the mess left by HS2, that can’t be right.

47. MR WIGGIN: But that’s not the case because HS2 have told us they’re going to do everything they possibly can, and you and I and everybody else, are perfectly content with that. What you’re saying is that, if they fail, then something should be done, and my riposte to you is that, if they fail, there is something that your clients could do too.

48. MR BOOTH QC: That is right, we could do it. But I still, in those circumstances, on behalf of the County Council, don’t see why it should not be HS2 that do it.
49. MR WIGGIN: They are going to do it, but if they don’t was what you were worried about.

50. MR BOOTH QC: No, but all they’re committing to do is enter into negotiations. And we’ve seen what is said, and we’ve seen the joint statement, and the statement suggests that the parties have no in principle objection to reaching agreement, and that’s incredibly encouraging. But, of course, there’s no agreement as to price, and that statement refers to ‘reasonable terms’, and what reasonable terms appear to HS2 may be very different from what appears reasonable to the landowners. And so, in those circumstances, a statement of goodwill, encouraging though it is, falls very, very, far short.

51. MR WIGGIN: But you have just added significantly to the price HS2 are willing to pay because you have refused to rule out using your own compulsory purchase powers. If those were hanging over the deal, that would in essence make it easier for HS2 to succeed.

52. THE CHAIR: Can I just check? I don’t think you have, on behalf of your client, ruled out a compulsory purchase; you have just said you prefer someone else deals with it, so it is still hanging over –

53. MR BOOTH QC: Absolutely, to the extent that Sword of Damocles is ever there in the background; it is still potentially there. That said, we still do not see why it should not be HS2 that –

54. THE CHAIR: Sheryll’s got a question, I think.

55. MR BOOTH QC: Sorry, Mr –

56. MRS MURRAY: Very clearly, it would be in the interests – if for any reason HS2 didn’t deliver, it would be in the interests of the County Council to enact their compulsory purchase powers, to put this route in place, on behalf of their council tax payers, am I right?

57. MR BOOTH QC: Mrs Murray, that must be right. That must be right. But, of course, you will appreciate that with Staffordshire County Council, as with local government across the board, there are financing issues and resourcing issues, and it
simply isn’t a scenario – we are not in a position to say, in the event that HS2 is unable to deliver and if negotiations are unsuccessful, that we will have exercise powers, and we will have sorted matters out in sufficient time such that there isn’t a closure of Common Lane. And there’s no reason why HS2 cannot promote their own, and this is a situation of their making.

58. MRS MURRAY: I’m sure Mr Strachan, on behalf of HS2 would be happy to confirm later that HS2 are prepared to do everything they possibly can, within the confines of AP2, to ensure that that route gets put in place.

59. THE CHAIR: It’s an assertion and I think something for Mr Strachan to take up. Martin, you’ve got another question?

60. MR WHITFIELD: I wonder, Mr Booth, what you expect this Committee to do, given that presumably you accept that the proposed resolution is outwith the AP2? The only thing, in my naive opinion, that we could do would be, as you say, about an AP3, which you’ve suggested is unattractive to us. We can’t force HS2 to do something outwith the Bill and the limits on the Bill which give us the powers of the Petitions Committee, can we?

61. MR BOOTH QC: No, but you’re in a position – at the very least, I would have thought, in terms of reporting on this matter – to indicate that, as far as you’re concerned it would be appropriate and desirable that, if they do not wish to pursue AP3, that they should seek to pursue compulsory purchase powers or certainly, at the very least, not rule out the exercise of compulsory purchase powers, as they’re currently seeking to do. We would say it’s appropriate for you to make a statement to the effect that they should go further and say that, in the event they cannot, you see no reason why they should not.

62. MR WHITFIELD: If I push you then further, is it not then more appropriate – and I’m not saying we would do this, but is it not more appropriate to say that this Committee could report that the proposal that goes via the primary school is unacceptable?

63. MR BOOTH QC: Yes, that is helpful in and of itself, up to a point. But I suppose our concern sits, or is grounded, in the assurance that HS2 are currently making; they say that they recognise that option seven is preferable in various respects to option three,
that is to say the AP2 scheme. But what they then say is that there cannot be any question that they should be under no obligation to exercise any compulsory purchase powers. And we say that cannot be right, firstly, because what it does is undermine any negotiations they may have with the landowners, because the landowners know that they can hold out for whatever price.

64. THE CHAIR: Sorry, Mr Booth, I think we’ve covered that already. Sandy?

65. MR MARTIN: Yes, Mr Booth, were you not reassured by Mr Strachan earlier on, when he said that notwithstanding that option seven is still clearly the preferred option, if necessary, it is entirely possible that an alternative could be built through the land that has been set aside for the borrow pit, which would not require –

66. MR BOOTH QC: Well, that has come forward very –

67. MR MARTIN: Very recently.

68. MR BOOTH QC: If there’s going to be some sort of commitment to that effect then, of course, we would want to consider that and that could conceivably provide a great deal of reassurance. However, at the moment – and I don’t seek to criticise Mr Strachan at all – it’s slightly back-of-a-cigarette-packet stuff, because no detailed work has been done on it. And so I can’t, on behalf of the County Council, take any meaningful comfort from it as yet. I mean, we’re entirely happy that whatever solution is provided, seven or 7A, if we call it that, if that comes forward prior to closure of Common Lane, we will be happy.

69. But the fact of the matter is as matters stand now, and we’re here having to make our case before this Committee on the factual matrix that currently stands. And, as matters stand, there is no agreement with the landowners; there is no confirmation from HS2 that they can provide the 7A route, so to speak. So, what we are faced with is the prospect of neither one of those two options coming to pass and option three, the AP2 scenario, with its three-year closure period, being what is left for us to face.

70. THE CHAIR: A very clear case. Let’s hear from HS2 to see if they can relieve us from this quagmire.

Response by Mr Strachan QC
71. MR STRACHAN QC (DfT): Can I just give you a little bit of context? It is, of course, as I’ve already indicated, a situation where we are seeking to deliver an option through constructive dialogue with all those affected. And resorts and threats to compulsory purchase, whilst not precluding them, they remain – as I’ll come back to you – a possibility. Whilst not precluding them at this stage, I would suggest it is striking the wrong tone for all those stakeholders who are all there who want to find the correct solution, which we are trying to facilitate.

72. What I have shown the Committee indicates that those aren’t mere aspirations on my part; there’s a genuine willingness on everyone affected to come to a suitable arrangement. And, for that reason, the invitation for the Committee to direct – resort to compulsory purchase, at this stage, I would suggest, is striking the wrong tone for that situation.

73. THE CHAIR: But that’s not what’s being asked, is it? We clearly know what everybody’s preference is; it’s what happens if both those preferences fail and the Committee, if they are going to make a decision, have to do that now. So, I was rather hoping you’d just say, ‘All options are on the table and these are not our preferred options. There is also the option of the County Council doing something. But, prior to that, if we fail to purchase the strip of land A and fail to purchase the strip of land B, before we went to the County Council to ask for compulsory purchase, we would have these strategies.’

74. MR STRACHAN QC (DfT): Sorry, you put it rather better than I. I was explaining that certainly that is my understanding. There are a number of options on the table: there’s option seven; there’s the alternative on land, subject to those points I made; and thereafter there is, of course, the option of the County Council resorting to compulsory purchase powers.

75. THE CHAIR: How about your option – that’s what you’ve been asked, not the County Council – what are the options that you’ve got in between those two? Or are you saying you’re ruling them out and, if so, why?

76. MR STRACHAN QC (DfT): No, we haven’t ruled out resort to compulsory purchase; that’s not what the assurance says. All we have not included in the assurance is that we’ll be required to resort to compulsory purchase as part of our assurance. And
the reason why, at the moment, we have not suggested we’ll be required to resort to compulsory purchase powers are the one I’ve already given you about where we’ve already got to in relation to negotiations. And, secondly, a concern about timing of resorting to compulsory purchase powers, bearing in mind the construction programme I’ve indicated.

77. But what I was going to suggest, if it assists, if the County Council obviously takes a more emphatic view about the need to deliver one of these options – if it assists, we would be prepared to meet the reasonable costs of the County Council pursuing the compulsory purchase procedure, if they consider it necessary. So, they wouldn’t actually be exposed to the cost of the process; they would have the ability to resort to it if they needed to, and they would be funded in that way, if they needed to. So, I hasten to add again, we don’t see any of this as actually likely to be necessary, but that gives them at least a comfort that they won’t be out of pocket if they needed to resort to those powers.

78. THE CHAIR: I think Sheryll’s got a question and then I might ask for some feedback because it may – I don’t know; it may have reassured your client, it may not have done. I could see the case for both, but let’s give you some space to think about that and Sheryll can ask a question.

79. MRS MURRAY: Well I scribbled down actually, why can’t HS2 request the County Council apply for compulsory purchase on their behalf and reimburse them? So, the council tax payers will not be burdened financially for the provision of this and I think you’ve answered my question. So just to clarify completely, if your negotiations couldn’t deliver either option seven or the alternative on HS2’s own land that they’ve already required, and compulsory purchase was necessary, you are able to ask the County Council to compulsorily purchase the land and you will reimburse them with any financial costs for them to deliver that. Am I correct?

80. MR STRACHAN QC (DfT): That’s what I’ve indicated. The words I used were ‘reasonable costs’, but you appreciate why we say that.

81. MRS MURRAY: Yes, absolutely.

82. MR STRACHAN QC (DfT): In essence, that is the situation that I was
suggesting.

83. THE CHAIR: Can we just briefly flip over to Mr Booth for any commentary on behalf of your client, or you may wish to bring in your witness?

84. MR BOOTH QC: Well I’m going to bring in Mr Thompson in a moment just to ask if he has anything he would like to say in relation to that proposition. The only point I would make in relation to the costs’ proposal which is now being advanced is that, of course, I’m sure the Committee would understand and HS2 would understand that reasonable costs in that context must, of course, include the costs of process; that is in getting the necessary powers, promoting the compulsory purchase order, the costs of construction, in so far as it’s left to us to construct this road, and also the cost of any mitigation necessary in relation to the construction of the road. All of that, I’m sure Mr Strachan would agree, would fall within reasonable costs, potentially.

85. THE CHAIR: Well let’s let him agree to that or not and then we can move on, on a certain basis.

86. MR STRACHAN QC (DfT): We would still be intending to construct the road and we would be funding the compulsory purchase, the acquisition, of the necessary land to enable the road to be constructed, by us. So, we wouldn’t be asking the Council to construct the road and provide the mitigation for it; we would be funding the reasonable costs of the compulsory purchase and, of course, the land that’s acquired consequent to a compulsory purchase order.

87. I’m conscious that I’m explaining this to you; we’d be happy to reflect that in an updated assurance to the County Council, subject to their reaction to it. I think, in fairness, the proposal that Mr Wiggin has raised about the use of our land also needs to be reflected in the assurance because it’s another option which we’d seek to pursue, if it worked, so I’ll just need to get the confirmation on that. But both of those things can be reflected in an updated assurance.

88. THE CHAIR: Shall we hear from Mr Thompson?

89. MR THOMPSON: I’m happy to, thank you, Chair. Certainly, the suggestion that the County Council promote this order, the CPO, is a new one that hasn’t been raised to-
date in discussions with HS2. I mean, yes, it’s a possibility. I guess there’s a risk for HS2 admitted with that and so, I guess, if they were going to ask us that, they’d need to consider that risk in terms of timescale. It’s probably not the most desirable solution from the County Council’s point of view, but it is a solution – but it’s not risk-free. So for HS2, because obviously the timelines, are going to be dependent on the County Council then, in terms of delivering this, which could impact upon HS2’s own programme.

90. THE CHAIR: Can I summarise what I think we’ve agreed? There are two routes that are preferable and everyone agrees they’re preferable. Sending HGVs via the school is wholly unacceptable. And then – if I can insert something – HS2 should make all reasonable endeavours within its own powers to sort out the problems, within their own powers. And if that is not possible the County Council are prepared to exercise their powers, if fully funded, and that would be fully funded by HS2. So, effectively, what Mr Strachan is agreeing is that, having worked through any other processes that could, you could keep it in-house. Whilst I wouldn’t say it was HS2’s problem, it’s in many ways the solution to the community’s problem as a result of HS2.

91. That seems to me to be sensible and any further deliberation, I think, probably is excessive from the Committee.

92. MR STRACHAN QC (DfT): Certainly, from our perspective, what you’ve encapsulated is essentially what we’ve been discussing. The only qualification I’ve got to that is about the ability to use the alternative route, but if that’s the view the Committee’s come to – you’ve just characterised it as unacceptable; we would characterise it as viable, but undesirable, bearing in mind the alternative options.

93. THE CHAIR: I think I was expressing the Committee’s position rather than HS2’s, just to be clear. Is there anything else, Mr Booth? We’ve come to the end of Common Lane, I think. Was there anything else that you were petitioning on? I’ve got a bit confused. I’ll come to Martin. Sorry, there’s two Martins effectively. Was number eight an issue as well?

94. MR BOOTH QC: The last comment, very brief comment, on Common Lane was just this, Chair, which was, given what’s being said, I’m being asked and I think it’s appropriate that if we might just reserve our position just to consider what’s been said
with the potential, I’m certainly not anticipating it, but if it was absolutely necessary, we could come back before 15 May with any further thoughts on it?

95. THE CHAIR: Martin’s got a question and then I’ll come back on that.

96. MR WHITFIELD: Mine’s really just to HS2. Am I right in thinking that we can bind HS2 in our report in relation to a route across the borrow pit, but we would struggle to bind HS2 across land that’s not part of AP2 if the matter were not to be resolved in some other place?

97. MR STRACHAN QC (DfT): That’s certainly the case. The only way to bind us to take a route across someone else’s land is to require, for example, an alternative provision. And, in relation to the borrow pit, that’s certainly land that’s proposed for acquisition. I’ve made the point about the link which currently is taking temporary possession, rather than permanent possession. So, that is something –

98. MR WHITFIELD: But can I just ask on behalf of asking legal advice for me, as a member of the Committee, should I be concerned about anything in the report that rests on land that isn’t subject to an AP or the original Bill, by way of binding HS2? Should I have concerns about that?

99. MR STRACHAN QC (DfT): If it’s outside the Bill, absent agreement, in principle, yes, that’s not assured delivery, if I can put it in that way. But, yes, I hope that helps you with the answer but, as I’ve indicated, I hope this is, again, helpful. Taking on board your summary, it would probably be sensible for us to reflect that from what we understand to be a suitable assurance, which we can circulate to the –

100. THE CHAIR: If HS2 could circulate something – if, essentially, he has to reserve the right to come back, if that can be in a letter format, rather than taking evidence from you again, that I think would be acceptable to the Committee. I don’t want to set the precedent of extending petitioners time and time again and I think it can be effectively done offline with a short exchange of letters.

101. MR BOOTH QC: Thank you.

102. THE CHAIR: Does that…?
103. MR BOOTH QC: Yes, we were only going to address you on item one, Common Lane. The other seven issues we’ve either reached agreement with HS2 or, as I said, in relation to issue seven, which was Yarlet School, we are leaving matters to Yarlet School; the assurance has been offered to them.

104. THE CHAIR: Okay, thanks. Let’s get the next petitioner. Apologies Martin.

**Kings Bromley Parish Council**

**Submissions by Mr Cole**

105. MR COLE: That was a very interesting discussion that we’ve just sat through and takes on board a lot of the issues that we’ve got down to address towards the Select Committee. I think that, to start off with, Chairman: thank you, we’ve picked up today that you and another member of the Committee came along to Kings Bromley and looked at the Common Lane situation, and the entrance onto Crawley Lane, and I’m sure that has helped you to take your own view about the difficulties that the original proposals from HS2 would bring during the construction phase. So, thank you for doing that.

106. Secondly, I actually would go along with your words that keeping the lane open past the school was unacceptable, and I agree with the words that you have used on behalf of the Select Committee. When we put in our petition, we had absolutely no agreement forward in terms of what was the best option to relieve the problem. All we knew was that, for the construction period, that was not going to be possible to – it would be difficult to bring traffic past the school and we’ve produced statistics and whatever which, no doubt, you’ve seen in the petition. Since then, very late in the day, discussions have taken place with HS2, which includes the landowners affected and also the Parish Council. And up until the end of the last week, there were no real assurances going forward about what was going to happen.

107. We’ve seen the words on the assurance that’s been put forward this afternoon and, actually, we’re really pleased to see that. And from our point of view – and it’s a very simple message – we would wish constructive discussions to take place with the landowners to come to some amicable agreement before we got into compulsory purchase issues or whatever. From the Parish Council’s point of view, those discussions
are, to a large extent, out of our control; what happens between HS2 and Staffordshire County Council on compulsory purchase is an issue that we can have a view on, but not a deciding factor.

108. But the actual landowners concerned, together with lots of landowners in the Kings Bromley Parish, face considerable disruption because of HS2, and that is why we hope that a considered and satisfactory solution can be brought with the landowners to make option seven happen. We, as a Parish Council, did not favour option seven to start with because of the further disruption it gave to landowners affected but, if we go along with the assurances – and we know they’ve said they don’t necessarily totally agree or totally disagree with it – at least there’s a basis for further discussion and, as I say, we hope that discussion can happen quickly, amicably and come to a satisfactory conclusion for all parties, without going down any compulsory purchase, if that is the case.

109. So, to some extent, we are pleased and relieved from when I produced my document on Friday to what has happened today, that there appears to be some progress and progress in the right direction because, from the Parish Council’s point of view, option seven is an option that we are more than happy to live with. As I say, it wasn’t necessarily our first option, but one that we can see going forward.

110. So the reason that we’re here today really, following on from option seven being a favourable solution, is what happens if there’s no amicable solution? We wanted to be here, not to go away and leave it, because we wanted you to make sure that what happens afterwards is as important as what has happened before. And there’s no point in me going over the discussions that you’ve just had because you appeared to be laying down a way forward to try and get a solution to that issue. What I would ask is that if there is any discussion, any letters appertaining to this – you’ve given the opportunity to both sides, Staffordshire County Council and HS2, to go back and think about and produce any further information they want to – if we could be copied in on that, because we think it’s important the Parish Council be involved in that, to know what’s going on, really. Because it’s very important to us, not just for the landowners concerned, but for the rest of the village what’s going to happen.

111. THE CHAIR: In previous reports, we’ve previously encouraged the district
councils to engage with the parishes more fully and generally, and I’m sure neither HS2 nor the County Council would want to do anything other than keep you copied in, so I think we can presume that that is going to happen. We’re not going to issue a report until the end, so I don’t think it’s necessary to direct them on that issue specifically, but I notice a nod of assent from HS2 and I’m confident that Staffordshire County Council, listening to the totality of the debate, will do likewise.

112. MR COLE: Well certainly we’ve kept very close to Staffordshire County Council and the District Council in all the decisions that were taken, so from that point of view, I’m sure that that will happen. But, as I say, it’s important for us to make sure that we keep in the loop so that we can reassure the parishioners about what’s actually happening to a key part of our village. So that was really the reason that we came along this afternoon, is to try and establish a way forward if option seven failed, because the only other option we have on the table is go back to option three, which meant three years, we understand, closure of Common Lane with all the traffic then coming back through the village.

113. Now, from the discussions that we’ve had or what we’ve just been listening to, we see there is a way forward and so, to some extent, that takes away our concerns, because if they have been taken up by others as well, rather than just Kings Bromley Parish Council taking that on board.

114. THE CHAIR: Excellent. Thank you very much. I don’t think there are any questions, so the Committee will now sit in private. Order, order.

115. MR STRACHAN QC (DfT): I’m so sorry. Miss Fielding –

116. THE CHAIR: Sorry, just pause a second. Apologies, I’ve been disorderly in trying to close the meeting early thinking things were clear. I do have to come back to you, Mr Strachan.

**Response by Mr Strachan QC**

117. MR STRACHAN QC (DfT): I’m very sorry; it’s my fault. What I indicated was Miss Fielding asked us to read the joint statement, and I only read you the first part because the earlier part related to her particular petition. If I could just put it on the
screen and read it out for the sake of the record. Thank you very much.

118. The other part of the joint statement from the promoter and the petitioners in relation to Joy Fielding, Joy Fielding Farms and Mr Stoney concerns wetland habitat creation and woodland habit creation. ‘The Petitioners acknowledge the assurances offered by the Promoter, subject to parties working together to resolve the issues relating to woodland and wetland with an intention that the land is secured before petitioning in the Second House’. That’s all I wanted to –

119. THE CHAIR: Very clear thank you very much. If everyone’s happy, am I allowed to move into private? Thank you very much. Apologies for my error. Order, order.