

## **TRANSPORT AND WORKS ACT 1992**

**The Transport and Works (Applications and Objections Procedure)  
(England and Wales) Rules 2006**

### **Statement of Case made in relation to the proposed Chiltern Railways (Bicester to Oxford Improvements) Order**

**Statutory Objectors:**

**Mr John Crosfield Vernor-Miles and  
Mr Robert Edward Sawyer (as Trustees  
of the Water Eaton Estate)**

**Reply Address:**

**Mr R E Sawyer  
c/o C R J Anstey Chartered Surveyors  
Oakapple Farm  
Marsh Gibbon  
Bicester  
Oxon  
OX27 0AL**

**Status of Statutory Objectors:**

**Freehold owners of affected land and/or  
beneficiaries of rights in land.**

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Oakapple Farm  
Marsh Gibbon  
Bicester  
Oxon  
OX27 0AL

**Status of Statutory Objectors:** Freehold owners of affected land and/or  
beneficiaries of rights in land.

We, C.R.J. Anstey, Chartered Surveyors, are instructed to prepare a Statement  
of Case for and on behalf of the Trustees of the Water Eaton Estate.

This Statement represents the case that will be presented to the Public Inquiry  
into the proposed Chiltern Railways (Bicester to Oxford Improvements) Order  
which will commence on Tuesday 2<sup>nd</sup> November 2010.

#### **General Background:**

The Water Eaton Estate comprises a land holding totalling some 725 acres or  
thereabouts.

Some 462 acres is share farmed with Messrs Smith of Northfield Farm, Water Eaton  
whilst the remaining land is let on various forms of Licence or tenancy.

There are six detached dwellings located on the Water Eaton Estate being:-

Water Eaton Manor – a Grade 2\* Listed Jacobean Manor House of very considerable  
charm and history (including a Grade 1 Listed Chapel, together with a Dovecote and  
Long Barn lying within the curtilage).

The Dower House – A Grade 2 Listed Jacobean Dower House.

Manor Cottage – Attractive traditional stone built cottage.

The Lodge – Attractive stone built Lodge House lying at the entrance to Water Eaton Manor.

Middle Farmhouse – A traditional stone built farmhouse of Georgian origins with Victorian additions situated to the north of the Estate and closer to the Oxford-Bicester railway line.

Middle Farm Cottage – A detached brick built Victorian cottage lying in the vicinity of Middle Farmhouse.

The main access to the Water Eaton Estate is by means of a concrete access drive taken off the Oxford-Banbury Road (A4165) although the existing railway crossing 23M3C Water Eaton (being the rail crossing due to be closed under the Chiltern Railways proposals) provides an important alternative vehicular access to the Water Eaton Estate, especially for the occupants of both Middle Farmhouse and Middle Farm Cottage given that flood waters can occasionally make the main Estate access impassable to the south of Middle Farm.

The Trustees therefore welcome the provision of a bridge in order to maintain and secure this important alternative access to the Estate subject to the comments set out below:

**1. Lack of detailed design information:**

Whilst the Trustees acknowledge that detailed design for a Transport and Works Act Scheme is not undertaken until the Order powers are gained they wish to make it clear that they regard this to be a most unsatisfactory situation.

Such a lack of information means that the Trustees are placed in an invidious position and could well find themselves significantly prejudiced should the Order be approved without details of the construction being negotiated. For instance, there is no detailed information on the construction and design details of either the proposed bridge; the bridge access ramps; or the access road.

There is no design information to satisfy the Trustees that heavily loaded agricultural and commercial vehicles will be able to negotiate the approaches to and off the bridge or safely negotiate the ramps.

**2. Lack of information re: Accommodation Works:**

Similarly there is a significant lack of information regarding accommodation works all of which are of prime importance to the Trustees.

### **3. Uncertainty over future:**

No guarantees have been given with regard to funding of the proposed railway improvements and this again places the Trustees in an invidious position.

For instance even if the scheme proceeds is it possible that funding will be removed for the proposed bridge that is designed to serve both the Water Eaton Estate and neighbouring owner of Northfield Farm, Water Eaton?

Even if funding is provided for the proposed bridge will other accommodation works be reduced in type or scale in order that budgets can be achieved by Chiltern Railways?

### **4. Future use of Water Eaton Park and Ride:**

The Trustees are concerned over the uncertainty regarding the future use of the Water Eaton Park and Ride, part of which is currently leased by the Trustees of The Water Eaton Estate to the Oxfordshire County Council specifically for Park and Ride use and for no other commercial purpose whatsoever.

The Trustees have been advised that if the Order is made, this will only authorise Chiltern Railways to carry out the works specified in the Application and "*...any other works considered to be ancillary to the authorised works*"...

To the Trustee's knowledge such "*other works*" have not been identified and there is a concern that Chiltern Railways might acquire rights over part of the existing Park and Ride so as to make commercial profit or gain either for the benefit of Chiltern Railways or any other third party.

The existing covenant limiting the existing use of the Park and Ride for non-profit making purposes must be extended to include Chiltern Railways.

**Document 1** attached to this Statement of Case provides an extract from the Lease drawn up between the Trustees of the Water Eaton Estate and Oxfordshire County Council. This clearly shows that Oxfordshire County Council are allowed to make use of the Park and Ride facility solely as a Park and Ride and for no other profit making or commercial concern.

### **5. Water Eaton Railway siding:**

The Trustees have similar concerns as to the proposal by Chiltern Railways to extend the existing Water Eaton railway sidings on to Water Eaton Estate land.

There is no reason why Chiltern Railways or any other third party should benefit financially as a result of provision within the Order to extend the Water Eaton railway sidings leaving the Water Eaton Estate without any financial benefit.

## 6. Water Eaton Estate water supply:

The Trustees are concerned at the failure by Chiltern Railways or its Agents to provide any comfort or safeguards relating to the Water Eaton Estate water supply which currently passes beneath the existing railway track with the benefit of an easement.

The original easement was drawn up between the Water Eaton Estate and British Rail but now falls under Network Rail Lease No. 00229062.

The original Agreement was dated 31<sup>st</sup> December 1963 and allowed for a 2" (50mm) water pipe to cross beneath the existing railway line at 27M3C near station at Islip.

This is the **only** water supply into the Estate and serves Water Eaton Manor; Middle Farmhouse and four other detached properties as well as the farm building and the farmland.

For the period 1963 to 1988 a payment of £1 per annum was made to British Rail.

With effect from 1<sup>st</sup> January 1989 the payment was increased to a sum of £15 per annum and this payment remains in charge to the present day.

Evidence to this effect is contained within **Documents 2, 3, 4, 5 and 6** attached to this Statement of Case and detailed within the Documents List at the end of this Statement.

Chiltern Railways have indicated that they might be prepared to enter into a suitable agreement with the Trustees to safeguard the water supply during the construction works but this is an insufficient safeguard. The Trustees believe that the water supply should be placed within a culvert of sufficient diameter to allow for a spare pipe to be located next to the "live" water pipe in order that any leaks can be quickly and safely repaired and that a supply of water can be maintained to the Estate at all times.

This is the arrangement that was made with the Highways Agency when the nearby A34 trunk road was constructed.

If such arrangements are not made at this time there is a possibility that a serious water leak beneath the embankment could take place at a future date thus destabilising the embankment and requiring significant structural works to be undertaken so as to ensure the repair of the pipe. This would not be in the interests of either Chiltern Rail or Network Rail.

Assuming that the water supply remains beneath the railway embankment the Trustees feel that Chiltern Railways should also be liable for consequential loss of water supply and any costs/damages arising therefrom both during the construction works and thereafter where such losses or costs arise as a result of actions undertaken by either Chiltern Railways or Network Rail.

The Trustees believe that if Chiltern Railways are unable to agree to the accommodation works and safeguards referred to above then Chiltern Railways should provide the Water Eaton Estate with a new water supply taken off the mains supply which currently runs in the Oxford-Banbury Road in proximity to the Water Eaton Park and Ride.

#### **7. Ducting for future services:**

The Trustees believe it is only sensible and reasonable for other ducting to be put in place through the railway embankment so as to allow for future supplies and services such as gas.; electricity and communication networking.

#### **8. Overhead high voltage electricity supply:**

The Trustees are concerned that no information has been provided by Chiltern Railways regarding the existing high voltage overhead lines which are currently situated in close proximity to the proposed bridge.

The Trustees maintain that the existing overhead lines should be buried and placed beneath the railway as they present a danger to high sided vehicles and loads that will be using the proposed bridge to access both the Water Eaton Estate and Northfield Farm, Water Eaton.

The Trustees are not aware that any Health and Safety analysis has been undertaken by Chiltern Railways with regard to the retention or burying of these high voltage lines and feel that further information should be provided at this stage of proceedings.

#### **9. Repair and maintenance liability:**

The Trustees are concerned that Chiltern Railways has given no assurances that either Chiltern Railways or Network Rail will undertake future liability for the repair and maintenance of both the proposed bridge and the ramps on either side of the bridge assuming that the Order is approved. It is most important that neither the Trustees of Water Eaton Estate nor the owners of Northfield Farm, Water Eaton should have any repair or maintenance liability in this respect.

#### **10. Security:**

The Trustees are concerned that no statements or guarantees have been given by Chiltern Railways with regard to the issue of security.

At present the access to the Water Eaton Estate over the existing level crossing is an important access not only for agricultural purposes but more importantly for the occupiers of both Middle Farmhouse and Middle Farm Cottage. Whilst the bridleway gate remains open at all times the main gate allowing vehicular access is locked.

The Trustees need assurances from Chiltern Railways that this high degree of existing security will not be compromised should the new bridge be built. Some similar system of locked vehicular gates must be put in place together with adjoining fencing to ensure that security is not compromised and that unauthorised vehicular access to the Estate will be prevented.

#### **11. Surface water run off and drainage:**

The Trustees are concerned that the Order does not appear to address surface water flows and run off either from the proposed Water Eaton Station or the proposed Water Eaton siding site.

Even if surface water is temporarily retained with attenuation ponds to be constructed within the boundary of any development it is almost certain that overflows will need to be taken through ditches and water courses on the Water Eaton Estate and these in turn will need to be maintained so as to prevent localised flooding.

The Trustees seek assurances from Chiltern Railways on this matter together with details of how such drainage will be improved and/or maintained.

#### **12. Impact of noise and visual intrusion:**

The Trustees are concerned about the increased noise and visual intrusion from the upgrading of the railway line will impact on the quiet enjoyment of those living at both Middle Farmhouse and Middle Farm Cottages and will also impact upon the capital values of those properties.

The Trustees do not consider that the anticipated impacts of the scheme have been adequately examined by Chiltern Railways or explained within the Environmental Statement submitted as part of the Order application, and will be seeking compensation for any loss in capital values.

#### **13. Water Eaton Estate Shoot:**

The Trustees are concerned that Chiltern Railways have not adequately considered the impact of the proposals on the Water Eaton Estate Shoot which will result in either the downgrading or cessation of the Shoot and subsequent loss of income to the Estate.

**Document 7** attached to this Statement provides evidence of the concerns expressed by the Syndicate that currently shoots over the Water Eaton Estate.

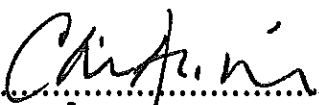
#### **14. Professional costs:**

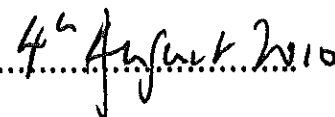
The Trustees are aggrieved by the legal and professional costs that they have had to incur as a result of the Chiltern Railways proposal and the fact that they are unable to recover such costs.

The Trustees believe that this is totally unreasonable and unfair. The Trustees have only sought to protect their interests and to seek further information by way of consulting with Chiltern Railways and their Agents and find that they are significantly prejudiced in financial terms by having to employ professional advisors whose costs cannot be recovered.

**15. Right to amend and expand the Statement of Case:**

The Trustees reserve the right to amend and add to this Statement and to add to any of the above points as well as provide further documents or evidence in support of those points as may be necessary in advance of the Public Inquiry.

Signed..........

Dated..........

**C.R.J. Anstey, Chartered Surveyors authorised to sign for and on behalf of the Trustees of the Water Eaton Estate.**

## LIST OF DOCUMENTS

- Document 1: Extract from the Lease between the Trustees of the Water Eaton Estate and the Oxfordshire County Council relating to land at Gosford, Kidlington, Oxfordshire (now forming part of the Water Eaton Park and Ride)
- Document 2: Copy of a letter to Mr R E Sawyer from Vernor-Miles & Noble dated 23<sup>rd</sup> February 1988 relating to the British Rail water pipe easement
- Document 3: Copy of invoice from British Rail Property Board to Sawyer Trustees dated 20<sup>th</sup> November 1987 relating to the water pipe easement
- Document 4: Copy of a letter from British Rail Property Board to Sawyer Trustees dated 5<sup>th</sup> February 1988 relating to a proposal to increase the charges for the easement payment from £1 per annum to £15 per annum with effect from 1<sup>st</sup> January 1989
- Document 5: Copy of a letter from Vernor-Miles & Noble to British Rail Property Board dated 29<sup>th</sup> February 1988 confirming the increased charges relating to the water pipe easement
- Document 6: Copy of an invoice from Network Rail to the Sawyer Trustees dated 7<sup>th</sup> December 2009 relating to current charges made for the water pipe easement
- Document 7: Copy of an email dated 6<sup>th</sup> May 2010 from Mr C Dalley relating to the Northfield Shooting Syndicate (this is the Shooting Syndicate that shoots over both the Water Eaton Estate and Northfield Farm, Water Eaton)

DATED

2001

TRUSTEES OF THE WATER EATON ESTATE

- and -

THE OXFORDSHIRE COUNTY COUNCIL

---

**L E A S E**

relating to

**LAND AT GOSFORD KIDLINGTON OXFORDSHIRE**

---

C J Impey  
Solicitor to the Council  
Oxfordshire County Council  
County Hall  
New Road  
-Oxford OX1 1ND

THIS LEASE dated

day of

2001

WITNESSES :-

## 1. DEFINITIONS

In this Lease the following expressions

- 1.1. The Landlord: **ROBERT EDWARD SAWYER** of  
Water Eaton Manor Oxfordshire OX2  
8HE and **JOHN CROSFIELD**  
**VERNOR MILES** of 5 Raymond  
Buildings Grays Inn London WC1R  
5DD being the Trustees of the Water  
Eaton Estate
- 1.2. The Tenant: **THE OXFORDSHIRE COUNTY**  
**COUNCIL** of New Road County Hall  
Oxford OX1 1ND
- 1.3. The Term: 45 years from the date of this Lease
- 1.4. The Rent: One Peppercorn per annum
- 1.5. The Permitted Use: a park and ride car park and strategic  
transport/parking use with ancillary  
facilities having regard to the  
statutory functions of the Oxfordshire  
County Council (or its successors in title)  
as strategic planning and highway  
authority and the provision of waste  
recycling receptacles for use by the  
general public **PROVIDED** that such use  
or uses shall not entitle the Tenant to  
carry on any trade business or activity  
conducted for profit
- 1.6. The Demised Premises: the land shown edgedgreen on the Plan being  
part of Water Eaton Estate
- 1.7. The Plan: the Plan attached to this Lease

VERNOR MILES & NOBLE  
SOLICITORS

J. C. VERNOR MILES · PAUL WILLIAMS  
S. G. NASH

5, RAYMOND BUILDINGS,  
GRAY'S INN,  
LONDON, WC1R 5DD

TELEPHONE: 01-242 8688  
01-242 5861

TELEX: 21143

FAX: GPO 01-831 9041

DX: 459 LONDON

YOUR REF:

OUR REF: S.610/31

23 February 1988

R E Sawyer Esq  
Water Eaton Manor  
Oxfordshire  
OX2 8HE

Dear Robert

The estate has paid £1.00 a year to British Rail for 25 years for a water pipe easement - see copy Invoice dated the 20 November 1987. Having left the "rent" unaltered for 25 years, British Rail now propose an increase to £15.00 a year - see attached copy proposal dated the 5 February. I suspect you have little option but to agree to the increased rent which will be reviewed annually, and increased in line with inflation. You may however, like to discuss with Carter Jonas whether there is any alternative.

In the past we have paid the annual charge ourselves, out of petty cash, as it was not worth claiming reimbursement from the estate, but with an increase fee of £15.00 a year I would like to tell British Rail to send their annual Statement of Account to Carter Jonas.

Yours sincerely,

Encs





British Rail Property Board

INVOICE

ACCOUNT No. 7-00 0569399

PLEASE QUOTE IN ALL COMMUNICATIONS

INVOICE TAX POINT DATE 20 NOV 1987 PAGE 1

SAWYER TRUSTEES  
PER VERNOR MILES NOBLE SOLICITORS  
5/6 RAYMOND BUILDINGS  
GRAYS INN ROAD  
LONDON  
WC1R 5BP

VAT Registration No. 232 1646 92

All enquiries to: Estate Surveyor and Manager British Rail Property Board

GT. NORTHERN HOUSE  
79/81 EUSTON RD  
LONDON NW1 2RT

TEL: 01-837-4200  
EXT 4036/4037

DESCRIPTION	PROPERTY NUMBER	DATE DUE	AMOUNT	VAT RATE	VAT AMOUNT
***** CURRENT ITEMS ***** SLIP - 2" WATER PIPE AT 27M C NEAR STATION PAYABLE ANNUALLY IN ADVANCE OR PERIOD 01/01/88 TO 31/12/88	137840005	01/01/88	1.00		
TOTALS			1.00		

*Pa 11.12.87*

Payments should be made by the date due and no reminders will be sent. Action may be taken within the terms of your Agreement to recover any outstanding amounts without necessarily giving further notice.

AMOUNT DUE

1.00

Rec'd 10/2



# British Rail Property Board

Eastern Region  
Great Northern House  
79/81 Euston Road  
London NW1 2RT  
Telephone 01-837 4200 Ext

C.J. Smith B.Sc. A.R.I.C.S.  
Estate Surveyor and Manager

SAWYER TRUSTEES,  
PER VERNOR MILES NOBLE SOLICITORS  
5/6 RAYMOND BUILDINGS  
GRAYS INN ROAD  
WC1R 5BP.

RECORDED DELIVERY

SUBJECT TO CONTRACT

vlt E/W/DCA/13784/0005  
olt

Date 5 Feb 88

Dear Sirs

PRIVILEGE OF : 2" water pipe @ 27m 3c near Sta at ISLIP

AGREEMENT DATED : 31<sup>ST</sup> December 1963

I refer to the above facility which I believe you may now be enjoying.

The Board are carrying out a review of Agreements affecting railway property with the object of adjusting the payments thereof to bring them into line with current values.

The revised charge for the above arrangement is now £15<sup>00</sup> per annum the acknowledgement to be paid annually in advance with effect from the 1<sup>ST</sup> day of January 1989.

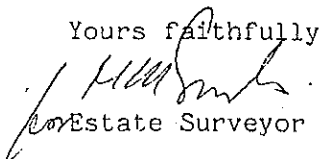
It has been the practice to implement rent reviews at not less than three yearly intervals but this can prove time consuming for both parties and can result in comparatively large increases. The Board have therefore decided that in future it would be fairer to simply maintain the value of the rent/acknowledgement received for this facility and I propose doing this by increasing the annual payment each year only in line with the rate of inflation for the previous year.

If you wish to continue with the tenancy/licence, will you please sign the duplicate letter and return it to me within 28 days of the date of this letter.

If you do not wish to continue with the tenancy/licence, I should be grateful if you will advise me accordingly within the same timescale.

I enclose a stamped addressed envelope for your reply.

Yours faithfully,

  
for Estate Surveyor & Manager

I (full name, capitals) . . . . .  
of (full address) . . . . .  
. . . . .

accept the terms set out above for the proposed agreement.

Signed . . . . .

Date . . . . .

VERNOR MILES & NOBLE  
SOLICITORS

J. C. VERNOR MILES · PAUL WILLIAMS  
S. G. NASH

5, RAYMOND BUILDINGS,  
GRAY'S INN,  
LONDON, WC1R 5DD

TELEPHONE 01-242 8688  
01-242 5861  
TELEX 21143  
FAX: GP3 01-831 9041  
DX 459 LONDON

YOUR REF E/W/DLA/13784/0005  
OUR REF 8.610/31

British Rail Property Board,  
Eastern Region,  
Great Northern House,  
79/81 Euston Road,  
London, NW1 2RT.

19th February 1988

Dear Sirs,

Sawyer Trustees  
2" Water pipe at 27m 3c near Station at Islip  
Agreement dated 31st December 1963

We thank you for your letter of 5th February and return  
copy completed and signed as requested.

Would you please send annual invoices in future to:-

R.E. Sawyer, Esq.,  
Water Eaton Manor,  
Oxfordshire, OX2 8HE.

Yours truly,

cc Mr. R.E. Sawyer



INVOICE



SAWYER TRUSTEES  
PER VERNOR MILES NOBLE SOLICIT  
C/O R E SAWYER  
WATER EATON MANOR  
OXFORD  
OX2 8HE

All enquiries to  
Network Rail  
Accounts Receivable  
(Commercial Property)  
PO Box 4278  
4 Travis Street  
Manchester M60 3BP

WITHOUT PREJUDICE  
Tenant Ref.  
0569399/MAP/1250354  
Tax Point Date:  
07/12/2009  
VAT Reg. No.:  
798 6509 56

Tel: 0161 880 3318  
ACCOUNT QUERIES ONLY

Page: 1

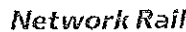
DESCRIPTION	LEASE NUMBER	DUE DATE	AMOUNT	D/D	VAT RATE	VAT AMOUNT
***** CURRENT ITEMS *****						
ISLIP - 2 INCH WATER PIPE AT 27M 3C NEAR STATION Rent Back-Dated Charge FOR PERIOD 01/01/09 TO 31/12/09	00229062	01/01/10	1.23	#	15.00%	0.18
ISLIP - 2 INCH WATER PIPE AT 27M 3C NEAR STATION Rent FOR PERIOD 01/01/10 TO 31/12/10	00229062	01/01/10	30.32	#	15.00%	4.55
TOTAL CURRENT ITEMS			31.55			4.73
(ITEMS MARKED # INC VAT TO BE RECOVERED BY DIRECT DEBIT) TOTALS			31.55			4.73

Payments should be made by the due date and no reminders will be sent. Action may be taken within the terms of your Agreement to recover outstanding amounts without necessarily giving further notice.

AMOUNT DUE

36.28

Network Rail Infrastructure Limited  
Registered Office: Kings Place, 90 York Way, London N1 9AG  
Registered in England & Wales. No. 2904567



IMPORTANT

Please detach the slip opposite and return it with your payment to:

Network Rail  
PO Box 4278  
4 Travis Street  
Manchester M60 3BP

SAWYER TRUSTEES  
PER VERNOR MILES NOBLE SOLICIT  
C/O R E SAWYER  
WATER EATON MANOR  
OXFORD  
OX2 8HE

A/C No.

0569399

AMOUNT DUE

36.28

Please make all cheques payable to:  
Network Rail

NOT FOR PAYMENT TO BE  
TAKEN BY DIRECT DEBIT

Electronic remittances can be sent to  
Fax no. 0161 880 3989 or emailed to  
AccountsreceivableCP@networkrail.co.uk

Please do not write or stamp below this line

05693990101100000003628

## Chris Anstey

---

**From:** Chris Anstey [chris@ruraland.co.uk]  
**Sent:** 06 May 2010 15:43  
**To:** 'Chris Dalley'  
**Cc:** 'Robert Sawyer'; 'Merlin Smith'; 'Merlin Smith'  
**Subject:** Northfield Shooting Syndicate

Dear Mr. Dalley,

I write further to our telephone conversation this morning to confirm that both The Water Eaton Estate and Merlin Smith reluctantly agree your proposal to heavily discount the shoot rents over their respective land for the 2010/2011 Season.

Your offer is a payment to each of my Clients for the 2010/2011 Season in the sum of £1,000.00 inclusive of VAT as opposed to the anticipated payment to them each of £3,625.00 plus VAT.

You have made it clear that neither you, as Shoot captain, nor your shoot members are prepared to risk the very considerable capital outlay needed to support your usual bird numbers and shoot days given the proposals put forward by Chiltern Railways re: Project Evergreen 3 and that surveys and other line work have already interfered with habitat and caused disturbance to game birds. You are therefore not prepared to risk heavy financial losses despite Chiltern's assurances that the 2010/2011 Season will not suffer in any way.

My Clients find themselves caught in an invidious position but they acknowledge the long-standing and good working relationship that has existed between them and the Shoot for many years. They acknowledge your situation and accept your offer, and all they ask is that you be prepared to support any claim for losses or damages that they might make against Chiltern Railways arising in respect of lost shoot revenues. They might ask you to prepare written evidence, or even appear at the proposed Inquiry, to justify your position, and they hope you will be prepared to support them in this way.

In the meantime I hope that we can all move forward.

With regards,

Christopher Anstey.

06/05/2010