

On behalf of: Applicants/Claimants  
J.A Dilcock  
12th statement of witness  
Exhibits: JAD14  
Date:17 April 2023

**Claim No. QB-2022-BHM-000044**

**IN THE HIGH COURT OF JUSTICE  
KINGS BENCH DIVISION  
BIRMINGHAM DISTRICT REGISTRY**

**Between:**

- (1) HIGH SPEED TWO (HS2) LIMITED**
- (2) THE SECRETARY OF STATE FOR TRANSPORT**

**Claimants**

**-and-**

- (1) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANTS ON, IN OR UNDER LAND KNOWN AS LAND AT CASH'S PIT, STAFFORDSHIRE SHOWN COLOURED ORANGE ON PLAN A ANNEXED TO THE ORDER DATED 11 APRIL 2022 ("THE CASH'S PIT LAND")**
- (2) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANTS ON, IN OR UNDER LAND ACQUIRED OR HELD BY THE CLAIMANTS IN CONNECTION WITH THE HIGH SPEED TWO RAILWAY SCHEME SHOWN COLOURED PINK, AND GREEN ON THE HS2 LAND PLANS AT <https://www.gov.uk/government/publications/hs2-route-wide-injunction-proceedings> ("THE HS2 LAND") WITH THE EFFECT OF DAMAGING AND/OR DELAYING AND/OR HINDERING THE CLAIMANTS, THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES AND/OR EMPLOYEES**
- (3) PERSONS UNKNOWN OBSTRUCTING AND/OR INTERFERING WITH ACCESS TO AND/OR EGRESS FROM THE HS2 LAND IN CONNECTION WITH THE HS2 SCHEME WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT, WITH THE EFFECT OF DAMAGING AND/OR DELAYING AND/OR HINDERING THE CLAIMANTS, THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES AND/OR EMPLOYEES WITHOUT THE CONSENT OF THE CLAIMANTS**
- (4) PERSONS UNKNOWN CUTTING, DAMAGING, MOVING, CLIMBING ON OR OVER, DIGGING BENEATH OR REMOVING ANY ITEMS AFFIXED TO ANY TEMPORARY OR PERMANENT FENCING OR GATES ON OR AT THE PERIMETER OF THE HS2 LAND, OR DAMAGING, APPLYING ANY SUBSTANCE TO OR INTERFERING WITH ANY LOCK OR ANY GATE AT THE PERIMETER OF THE HS2 LAND WITHOUT THE CONSENT OF THE CLAIMANTS**
- (5) MR ROSS MONAGHAN (AKA SQUIRREL / ASH TREE)**

**AND 58 OTHER NAMED DEFENDANTS AS SET OUT IN THE SCHEDULE TO THE PARTICULARS OF CLAIM**

**Defendants**

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**TWELFTH WITNESS STATEMENT OF JULIE AMBER DILCOCK**

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**I, JULIE AMBER DILCOCK**, of High Speed Two (HS2) Limited, Two Snow Hill, Snow Hill Queensway, Birmingham, B4 6GA **WILL SAY** as follows:

1. I am a solicitor of the Senior Courts of England and Wales and employed by the First Claimant as Head Counsel - L&P Disputes. My role involves advising the First Claimant and instructing and assisting external legal advisers advising and representing the First Claimant and in that capacity my role includes instructing our external legal advisers, DLA Piper UK LLP, in relation to the conduct of these proceedings. I am authorised to make this, my Twelfth Witness Statement, on behalf of the Claimants.
2. I make this statement pursuant to paragraph 13 of the Directions Order dated 15 March 2023 (the “**Directions Order**”). Paragraph 12 of the Directions Order required any person seeking to amend (including discharge) the Injunction Order, or oppose any applications made by the Claimants to file and serve a statement of case and any evidence upon which that person seeks to rely by emailing or posting it to the Court and the Claimants at the addresses listed in the Directions Order by 4pm on 11.04.2023. The only submission received by the deadline specified in the Directions Order was a document from D36, Mr Mark Keir, headed: “Grounds for Defence of Mark Keir Defendant No. 36” (“**D36 Grounds**”). That document refers to a number of exhibits, which were not filed or served by the deadline and which were only received by the Claimants at 19:16 on 14.04.2023. This late submission (without the permission of the Court) of the exhibits that were required to understand and respond to the matters set out in the D36 Grounds has severely limited the time available for the Claimants to respond. D36 also submitted a document entitled: “Grounds for Defence of Mark Keir Defendant No. 36” (“**D36 Second Statement**”) at 19:16 on 14.04.2023 without the permission of the Court. It is the Claimants’ position that the contents of that document and the associated exhibits are entirely irrelevant to these proceedings as set out further below.
3. This statement has been prepared with the Claimants’ legal representatives.
4. This statement contains matters that are within my own knowledge, whether directly or resulting from matters reported to me – both orally and in writing. Where matters

are based upon information received from a third party I identify the third party source and why I believe the truth of the matters stated.

5. There are now shown and produced to me marked **JAD14** true copies of documents to which I shall refer in this statement and which can be found at <https://www.gov.uk/government/collections/hs2-route-wide-injunction-proceedings> (the “**RWI Updated Website**”). Page numbers without qualification refer to that exhibit.
6. This statement has been produced in response to the D36 Grounds and the D36 Second Statement. Paragraph numbers in the format [#D36G] in this statement are references to the paragraph numbers of the D36 Grounds. I have sought to respond to the points raised by D36 only where relevant or useful to do so in the context of these proceedings. Where no response has been made in this statement to a matter in the D36 Grounds or the D36 Second Statement, it should not be taken that the Claimants agree with that point.
7. As to [5/D36G], paragraph 15 of the Injunction provides as follows:

**Further Case Management**

15. This Order will be reconsidered at a hearing to be listed on approximately a yearly basis between 15 and 31 May to determine whether there is a continued threat which justifies continuation of this Order. It will be the Claimants’ responsibility to arrange such a hearing and to place details of any such hearing on the HS2 Proceedings Website.

The timescales in the order were drafted by reference to the hearing, which took place in May 2022. Accordingly, it was always envisaged that the review would take place between 15 and 31 May and D36, having been served with the Injunction, has been aware of the timing of the review since the Injunction order was made in September 2022. There is no “*note of panic*”.

8. As to [6/D36G] and [7/D36G], the new category of persons unknown (D68) is neither vague nor contorted and the reasons for the Claimants seeking to add this are clearly articulated in the witness statements already filed and served in support of the Claimants’ application. The new category is not aimed at all protest or campaigning

against HS2 as D36 alleges. It is quite clearly aimed at persons obstructing, impeding, hindering or delaying works or activities authorised by the HS2 Acts by unlawful means with the intention of causing damage to the Claimants. This would not prohibit any lawful protest or campaigning.

9. As to [8/D36G], the Claimants' video evidence (which is contained in Exhibit JD6 to the Witness Statement of James Dobson ("Dobson 1")) has been available since 27.03.2023 at the link set out in paragraph 5 of Dobson 1 (<https://vimeo.com/showcase/exhibit-JD6>) and provided on the RWI Updated Website:



### 108. Notice of Review Hearing

PDF, 141 KB, 3 pages

This file may not be suitable for users of assistive technology.

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## Details

The following exhibits contain strong and/or abusive language and scenes of violence that some viewers may find disturbing. Viewer discretion advised.

Video exhibit RJ2 can be found by following this link: [Exhibit RJ2](#).

Video exhibit JAD5 can be found by following this link: [Exhibit JAD5](#).

Video exhibit JAD7 can be found by following this link: [Exhibit JAD7](#).

Video exhibit JD6 can be found by following this link: [Exhibit JD6](#).

At the direction of the Court, some documents have been removed or replaced by updated versions. Therefore, document numbering may not be sequential. Click the 'show all updates' link below for details of the changes.

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Published 16 March 2023

Last updated 6 April 2023 + [show all updates](#)

10. The contents of [9/D36G] to [18/D36G] are not accurate – particularly D36's assertion that he has *"yet to see production of any evidence of unlawful behaviour on my part"*. As D36 sets out himself, he was named as a Defendant to the Claimants' application

for an injunction over land at Harvil Road in Hillingdon, which was granted by Mr Justice Barling in February 2018. The Claimants filed evidence in support of that application and the subsequent applications to extend that injunction (both geographically and temporally) through 2019 and 2020 which included evidence of acts of trespass and obstruction by D36, along with threats made by D36 – including threats described as “sinister” by Mr Holland QC, sitting as a Deputy Judge of the High Court, at paragraph 144 of his Judgment at [2019] EWHC 1437 (Ch). D36 attended the hearings and was represented by Counsel who did not dispute the allegations made against D36. In addition, a further possession claim was brought against D36 and others in September 2019 in respect of their persistent trespass on the Claimants’ land in the Harvil Road area, which land was also subject to an injunction restraining trespass.

11. After leaving Harvil Road D36 moved to the Wendover area, latterly to Jones Hill Wood which he cites as his current place of residence and where he also engaged in trespass on HS2 Land. D36 has also posted a video of himself trespassing on HS2 Land at Cubbington Woods, which I have viewed (a screenshot of this is at **page 1**). In the opening of that video he says:

*“We’ve gone through the first part of their fence. We’re pretty much on where the line is supposed to be and as you can see there is more fencing at this side. They really don’t want us in here I guess and they don’t want you in here”*

Later in video he says:

*“Come on people, we need you, we need you, we need you. As yet, there are still some gaps in the fences, come on, come and help us please.”*

Around 10 days later, the land was occupied by a group of activists and the Claimants subsequently obtained an order for possession and an injunction restraining further trespass on the land ([2020] EWHC 671 (Ch)).

12. For completeness, I have set out below some of the incidents of unlawful behaviour of D36 and relevant judicial findings by way of example.
13. In February 2018 the Claimants applied for an injunction over land at Harvil Road in Hillingdon and the injunction was granted on 19.02.2018 by Mr Justice Barling ([2018] EWHC 1404 (Ch), 2018). D36 was a named Defendant (D4) in those proceedings precisely because he had engaged in unlawful activity (trespass and obstruction of

access) and had threatened to continue to engage in that behaviour (examples of the threats I put in evidence in those proceedings are at **pages 2 to 3**). The evidence against D36 was presented in my second witness statement in those proceedings and was not challenged by D36.

14. The Claimants applied to extend the Harvil Road Injunction in 2019 and that application was heard in May 2019 and an order made extending the injunction by Mr Holland QC. Again, the evidence presented by the Claimants included evidence against D36, presented in what was, by then, my fourth witness statement in those proceedings. A copy of the injunction order made in May 2019 is at **pages 4 to 12**.
15. In September 2019, the Claimants returned to Court to seek an order for possession of land in the Harvil Road area as a result of significant trespass by activists, including D36. The land that was the subject of the trespass was at that time also subject to the Harvil Road Injunction (as explained more fully below) and accordingly, the actions of those trespassing were also in breach of the injunction. A copy of the resulting possession order made in those proceedings (in which it can be seen that D36 was named Defendant number 2) is at **pages 13 to 16**.
16. The Claimants returned to Court again in 2020 to further extend the Harvil Road Injunction (the application determined in May 2020 was for a short extension to allow for the preparation of the application that was then heard in August 2020 and an order made in September 2020). The applications again included evidence of unlawful behaviour by D36 (who was named Defendant number 4 to those applications), set out in witness statements given by Richard Jordan.
17. In order to minimise the volume of documents, I have not exhibited copies of all the witness statements from previous proceedings referred to and have instead summarised those incidents in the table below and described some incidents in further detail further below. Evidence of D36's involvement is included within Exhibit JAD14 and referenced in the paragraphs that follow.

<b>Date</b>	<b>Activity</b>	<b>Exhibit</b>
11.11.2017	Trespassed with others and sat in a circle crossed arms to prevent removal.	<b>Page 17</b>
12.11.2017	Trespassed and had to be asked to leave by security after taking a selfie by an oak tree.	<b>Page 18</b>
04.12.2017	Trespassed on the bellmouth entrance to the Harvil Road site to prevent access and egress of vehicles.	<b>Page 19</b>
09.01.2018	Trespassed by entering the bellmouth of the site to prevent access and egress.	<b>Pages 20 to 21</b>
10.01.2018	Trespassed by entering the bellmouth of the site to prevent access and egress.	<b>Pages 22 to 23</b>
11.01.2018	Trespassed by entering the bellmouth of the site to prevent access and egress.	<b>Pages 24 to 25</b>
27.04.2019 to 28.04.2019	D36 and 10 - 15 persons unknown climbed trees on Harvil Road preventing de vegetation works. Incident covered in detail at paragraph 18 below.	<b>Pages 26 to 27</b>
09.09.2019 and 26.09.2019	Trespassed whilst visiting a small protest camp established on the closed U34 PROW and adjacent HS2 Scheme land in breach of the May 2019 injunction order. This incident is covered in detail at paragraph 20 below.	<b>Pages 28 to 33</b>
19.11.2019	D36 and D28 engaged in a lock on trespassing and blocking access from 07:04hrs until late afternoon preventing access and egress and preventing night staff from leaving. This incident is covered in detail at paragraph 21 below.	<b>Pages 34 to 36</b>

<b>Date</b>	<b>Activity</b>	<b>Exhibit</b>
11.02.2020	D36 joined D39 and others in obstructing the access of a vehicle to the site. Through standing in the road and slow walking the vehicle was delayed by 3 hours and 35 minutes.	<b>Page 37</b>
Late March 2020 to early April 2020	Series of trespass and obstruction incidents, some of which are covered in detail at paragraphs 23 to 25 below.	<b>Page 38 to 45</b>
08.03.2021	D36 and others trespassed upon land at Jones Hill wood with the objective of delaying and disrupting works.	<b>Page 50 to 51</b>

18. The events of 27.04.2019 and 28.04.2019 were covered in some detail in my fourth witness statement in support of the Claimants' application to renew the Harvil Road Injunction in May 2019. Approximately 15 to 20 persons climbed the trees on Harvil Road to prevent de vegetation works (in aid of which a road closure had been initiated under Schedule 4 of the Phase One Act) on each of the days in question and refused to come down, preventing the scheduled works from taking place for the duration of the planned road closure. As a result, the works were delayed by a number of weeks as a further road closure needed to be planned. Several posts were made to D36's social media at the time confirming his presence. In one post (a copy of which is at **page 26**) D36 tagged himself alongside D65 as being part of the action. When asked by another activist on his social media post "*won't they just come back when people are out of the trees*" D36 went on to make the following threat in response, which was quoted at paragraph 170 of the September 2022 Judgment (an image of the original post is at **page 27**):

*"Lainey Round no Lainey, these trees are alongside the road, so they needed a road closure to do so. They can't have another road closure (sic) for twenty days. Meanwhile they have to worry BIG time about being targetted by Extinction Rebellion. And what's more they're gonna see more from us at other places on the royte (sic) VERY soon. Tremble HS2, tremble!*



19. Mr Holland QC at paragraph 144 of his Judgment ([2019] EWHC 1437 (Ch)) said of D36 (D4 at the time):

*“For what it is worth, if I was forced to make a decision, I would not remove the 3rd and 4th defendants as named Defendants. They have been guilty of incursions and obstructions in the past. While they have not been guilty of any breach of the terms of this order, as I have stated above, they are still both vehemently opposed to the HS2 project in general and to the works being carried out on the Site in particular. Both are still intimately involved in the protests at the Site. The Third Defendant has been guilty of trespass on the ragwort field and, indeed, has obstructed work on it. She feels that she has a duty effectively to monitor the work being carried out there. The Fourth Defendant has, as I have described above, made what I regard as, I am afraid, distinctly sinister comments on social media.”*

In response to this finding, D36 changed the name on his Facebook Profile to: “Mark Sinister Keir”:



20. The trespass in September 2019 was part of a wider action by a number of activists including the following named Defendants to these proceedings: D32 (Larch Maxey), D33 (Elliot Cuciurean), D39 (Iain Oliver) and D41 (Matt Atkinson). The land that was subject to trespass was part of the Harvil Road site, held by the Claimants either as owners or under temporary possession and subject to the Harvil Road Injunction, a copy of which is at **pages 4 to 12**. The Claimants, its stakeholders and contractors

were undertaking works on the land in connection with the HS2 Scheme. As part of the works, a public right of way that had run across the land had been stopped-up. A number of activists entered the land on 22.08.2019, erected a ladder platform and placed a small boat (named “the Little Polly Higgins” by the activists) on the land, obstructing access to the works compounds on the land. A number of activists occupied the boat and two tents that were also placed on the land next to the boat. The location of the boat and the ladder platform are marked on the plan that accompanied the possession order that was ultimately made in respect of the land on 28.11.2019, a copy of which is at **pages 13 to 16**. D36 was observed by the Claimant’s contractors visiting the boat on the land on several occasions (and therefore trespassing and breaching the injunction) and made three posts on Facebook of videos (once on 09.09.2019 and twice on 26.09.2019) recording his own trespass. I have viewed all three videos and screenshots of the Facebook posts are at **pages 28 to 33**, along with still images from the 09.09.2019 video, which was taken shortly after the possession proceedings were served on the encampment. The injunction warning notices are visible in the footage. A plan showing the position of the boat camp plotted onto the plan to the May 2019 injunction is at **page 36**.

21. On 19.11.2019 D36 and D28 undertook a lock-on direct action at West Gate 3 to the Harvil Road site, preventing vehicular access and egress from 07:04 hrs until the afternoon. The action was described at paragraph 41 of the second witness statement of Richard Jordan filed in support of the 2020 application to extend the Harvil Road Injunction as follows:

*“41. On 19 November 2019:*

*(i) At 07:05, a “lock on” (a technique used by protesters to make it difficult to remove them from their place of protest) was reported at the bell mouth of West Gate 3 (the entrance to plot S232\_064).*

*(ii) Sarah Green (D3) and three other male persons were identified by security officer Mr Hogan. Sarah Green and a young male, later identified as Elliott Cucuirean (D10), were seen to be “guarding” the two locked-on protesters. The two locked-on protestors*

were later identified by members of the security team viewing the images as Mark Kier (D4) and Scott Breen (D13). Photographs of the incident are at **pp. 17 - 18**.

(iii) Mark Kier (D4) and Scott Breen (D13) had secured themselves to a steel pipe filled with concrete and other materials with another pipe inside into which they had inserted their arms and secured themselves to each other. 18

(iv) The police (incident reference number 0926912/19) and an ambulance arrived on site at 08:30. A Metropolitan Police specialist public order protest team subsequently also deployed to the site successfully removed the lock on device, which work was completed during the late afternoon.

(v) This incident prevented contractors from leaving or entering site at a time when there was a shift changeover resulting in significant disruption to site operations on that day.”

A plan showing the incident location plotted onto the May 2019 Injunction plan is at **page 36**. Photographs of the incident are at **pages 34 to 35**.

22. In addition to the unlawful behaviour of trespass and obstruction of access, the action was also a breach of the terms of the May 2019 injunction (a copy of which is at **pages 4 to 12**), specifically paragraph 7 of the injunction:

7. With immediate effect, the Second Defendant and each of them are forbidden from substantially interfering with the Claimants' and/or their agents', servants', contractors', sub-contractors', group companies', licensees', invitees' or employees' access to (or egress from) the Harvil Road Site (or any part of it) from (or to) the public highway at Harvil Road, Harefield in the London Borough of Hillingdon.
8. For the purposes of paragraph 7, acts of substantial interference shall include (but not necessarily be limited to):
  - 8.1 climbing onto or underneath vehicles;
  - 8.2 attaching persons or objects to vehicles;
  - 8.3 standing, sitting or lying in front of vehicles;
  - 8.4 attaching persons to other persons or objects so as to create an obstruction of the public highway or the splay or bell-mouth areas at the Vehicular Entrances;
  - 8.5 attaching persons or objects to the gates at the Vehicular Entrances.

23. Further acts of trespass were committed by D36 in late March through to early April 2020, two of which were described by Richard Jordan at paragraphs 51 to 52 of his second witness statement filed in support of the 2020 application to extend the Harvil Road Injunction:

51. On **23 March 2020** at c.14:40 hrs, one of the security teams reported that protesters had been present throughout the day at the main entrance to the HQ compound in Dews Lane on land falling within plot S232\_036, at the junction with Harvil Road. They had been causing a general nuisance for the duration of the day's work including making access and egress difficult without physically obstructing the gateway. At 14:30 Mark Kier (D4) approached contractors along Dews Lane where de-vegetation works were taking place. He then managed to get his arm between two sections of Heras fencing and hold on to a tree that was due to be removed preventing further works being carried out for approximately 30 minutes. The Police were informed but were unable to attend the site due to resources (CAD number 3441/23/03/2020).

52. On 26 March 2020:

- (i) At 08:46, Mark Kier (D4) accessed Dews Farm on land falling within plot S232\_036, by scrambling underneath the Heras fencing. This was witnessed by one of the security team. The security officer sought to prevent Mr Kier from getting into the works area by moving towards him asking him to leave the works' area. Another security officer joined and Mark Keir sought to complain that the officers were in his personal space. When the officers took two steps back, Mr Keir advanced and took two steps towards them.
- (ii) The security team then placed five barriers around Mr Kier for his own safety, but Mr Kier started to push up against the barriers and forcefully pushed the security manager on site. The security team then maintained their two metre social distancing gap.
- (iii) At 09:16 Mr Kier left the site in the direction of the protester camp. The Police were contacted during the incident (CAD 077826032020).

D36's unlawful behaviour during this period should be viewed in the context of the dates on which it occurred and the wider global situation. 23.03.2020 was the first day of the coronavirus pandemic lock down, when the general public (save for essential workers) were ordered to stay at home unless exercising for one hour or buying food. Posts were made on Facebook by D36 and others about the incidents during this period (screenshots from some of these posts are at **pages 38 to 45**) and videos of some of the incidents were uploaded to Facebook and YouTube. Screenshots from these videos are at **pages 38 to 45**.

24. D36 filed evidence in response to the 2020 application to extend the Harvil Road injunction and did not deny any of the allegations. At paragraph 54 of his Judgment given in September 2020, Mr Holland QC observed that:

54. In paragraph 36.3(i) and (ii) of his Opening Skeleton Mr Roscoe says this:

*The Court is invited to review this full account of that position on the ground. Such is the volume of incidents, any attempt to summarise it would omit the important impression to be gained from the scale of events. This is not a case about protests from time-to-time which inevitably cause a degree of disruption to the wider public: such protests are part and parcel of a democratic society, and must of course be tolerated. This is an attempt, not to articulate views, but a hard-fought and continuous campaign to try to compel the Claimants to stop the work they are mandated to do by an Act of Parliament. It is no exaggeration to say that the protestors appear to be seeking to engage in a war of attrition with the*

*Claimants – of which the security personnel at the Site are at the front line. The very considerable deployment of police resources has also been required.*

Nothing said by or on behalf of any of the Defendants sought to contradict this submission. Nothing in what I have seen or heard falsifies it. Indeed Mr Powlesland accepted the description that this was a “war of attrition” between HS2 and the protesters.

Mr Powlesland was Counsel for D36 (who was named Defendant number 4 in those proceedings).

25. At paragraphs 81 to 83 of his Judgment, Mr Holland QC found that:

81. Having considered all the evidence in these proceedings, it is clear that:

- (i) The Defendants (both unnamed and named) have committed acts of trespass and nuisance by way of obstruction on (collectively) a very significant number of occasions in the past.
- (ii) That course of conduct continues.

- (iii) As stated, there is in my view now at the Harvil Road Site a group of protesters who are determined to continue to wage a ceaseless campaign against what they see as the pernicious effects of the HS2 project.
- (iv) That campaign has involved, and in my view will continue to involve, acts of trespass and nuisance as described. Its aim is not only to express disapproval of the HS2 project but also to seek by acts of “civil disobedience” to hinder or delay it.
- (v) Nothing has changed since the grant of relief in 2018, 2019 or 2020 which would tend to make it *less* likely that the Claimants would be granted relief at trial. Quite the opposite.
- (vi) The final words of Mr Collins D26 when he addressed me were “*You can stick your injunction up your arse*”. However amusing he might have thought those words were, they are clearly indicative of a determination on the part of the protesters to keep up their present activities come what may.

82. Thus I am clear that the risk of further acts of trespass and nuisance is imminent and real.

83. Further, not only do I think it is likely that the Claimants will establish their case for a final injunction at trial, at the moment, I cannot see that the Defendants have any valid defence at all.

26. A costs order was made against a number of the named Defendants, including D36, following the order extending the injunction in September 2020. In response, D36 and a number of other named Defendants sent a “Pledge of non payment” to the Claimants’ solicitors and also posted it on Twitter, in which they stated that they would not pay the costs ordered against them. A copy of the pledge and the Tweet are at **pages 46 to 49**. To date, D36 has still not paid the costs ordered against him.

27. After leaving the Harvil Road area, D36 moved to the Jones’ Hill Wood Protection camp, located to the South of Wendover. The Jones Hill Wood Protection camp was located partly upon HS2 Land and partly upon third party land. The HS2 Land was

initially cleared of activists between the 01.10.2020 and 08.10.2020 in an operation describe in detail at in Jordan 1. Subsequently, significant attempts were made by activists to re-occupy the HS2 Land and to try to prevent de-vegetation works. Numerous incidents of trespass occurred until the summer of 2021 when de vegetation works were completed. D36 engaged in some of these trespasses, an example of which is shown in social media posts at **page 50**, when on 08.03.2021 D36 and others trespassed upon HS2 Land, approximately 70m to the south of Jones Hill Wood close to Bowood Lane (the location is plotted onto the March 2023 HS2 Land Plans at **page 51**). D36 has given the part of the encampment that remains on third party land in this location as his address in the D36 Grounds.

28. Accordingly, the assertion made by D36 at [10/D36G] that he has “*yet to see production of any evidence of unlawful behaviour on my part*” is not accepted.
29. As to [19/D36G] and [20/D36G], the allegations are not accepted by the Claimants. As D36 is aware, there have now been rulings on a number separate occasions in proceedings involving injunction applications by the Claimants (which rulings are referred to in the September 2022 Judgment) and in which D36 has been a named Defendant that have clearly stated that allegations of this nature are not relevant to these proceedings.
30. As to [21/D36G], as I explained in Dilcock 1 and as was the subject of discussion during the hearing in May 2022, the Claimants own both freehold and leasehold land that is outside of LLAU. D36 is conflating two separate matters: the question of land to which the Claimants are entitled to possession and the question of land on which the HS2 Scheme railway may be built pursuant to the powers granted by the HS2 Acts. There is no fetter or limit on the Claimants’ right or ability to acquire or take leases of land. A good example of this is the First Claimant’s registered office at Snowhill in Birmingham. This is outside of LLAU and held on a lease. It is perfectly lawful for the Claimants to hold that property and to operate from it. Further, the Claimants are required by statute to acquire land in some circumstances that is outside of LLAU (under the blight or material detriment regimes, for example).



31. Further still (and as I explained in Dilcock 1), the Claimants have committed to acquiring land and property outside of LLAU under the various Discretionary Schemes set up by the Government to assist property owners affected by the HS2 Scheme. The details of the various Discretionary Schemes are publicly available online at: <https://www.gov.uk/claim-compensation-if-affected-by-hs2>.
32. The Claimants also acquire land by agreement for various reasons, some of which relate to mitigation measures for the HS2 Scheme or for e.g. storage or compounds. Use by the Claimants of any land that is not covered by the deemed planning permission regime under the HS2 Acts is subject to planning control in the same manner as any other land.
33. The Injunction is based upon the Claimants' right to possession of and unobstructed access to its land – howsoever the Claimants have become entitled to possession of that land. The September 2022 Judgment held that the Claimants were entitled to possession of the HS2 Land.
34. Given the foregoing, I do not intend to provide a point by point response to D36's exhibit 2, however, he has separately raised queries about plots LL02 and 1493 and these are dealt with below. I dealt with plot LL04 in Dilcock 4 at paragraph 29.
35. With regard to [22/D36G], I do not consider that the Claimants are obliged to provide explanations to D36 as to the Claimants' rights in respect of each and every parcel of land to which they are entitled to possession simply because D36 has an unfounded and unevicenced belief that the Claimants do not have rights that D36 appears to consider that they require. However, as D36 has cited two specific parcels in this paragraph of his submission, I have briefly addressed them.
36. Taking Park Lodge Farm first, this is plot 1493 and spans map sheets 29, 29-R1, 30, 30-R1, 31, 31-R1 and 31-R2. Plot 1493 appears in "March 2023 Table 3 – HS2 Acquired land non-GVDs" and also appeared in "Revised Table 3 HS2 Acquired Land non GVDs", which formed part of the application that resulted in the Injunction. It is therefore land that was acquired by the Claimants by means other than GVD. The freehold title to Park Lodge Farm is owned by Hillingdon Borough Council ("**HBC**"). They leased the land to individuals. Those individuals served a blight notice on the

Claimants and their leasehold interest was then acquired by the Second Claimant. There was no need for the Claimants to apply for any change of use as the use of the property was not changed following acquisition. Prior to the acquisition, the property was broken into and severely vandalised, rendering it uninhabitable. Since the acquisition, the Claimants (via their managing agents) have undertaken day to day management activities of the site to include manned security, payment of rent and utilities, tree surveys and hedge cutting. Our managing agents have also worked with HBC's rights of way officer to agree and complete a schedule of repairs for the footpaths and bridleways which cross the holding. Where feasible (and with the consent of HBC) grazing and cropping licences have also been agreed with a local farmer to support in the maintenance and husbandry of the land. The lease of this land contained a break right and this right was exercised. As a result, the Claimants' interest in the land came to an end on 01.04.2023, which was after the March 2023 HS2 Land Plans were finalised, filed and served. In view of the fact that the Claimants' interest in this land has now come to an end, the Claimants propose substituting the above listed sheets in the March 2023 HS2 Land Plans with the sheets at **pages 52 to 58**, which reflect the fact that this land is now no longer in possession. The Claimants also propose a corresponding amendment to Table 3 to remove the entry for plot 1493.

37. D36 has also queried the position with regard to Ruislip Golf Course. The golf course appears on map sheets 28, 28R1 and 29. Parts of the golf course have been acquired by GVD as the HS2 Scheme cuts across the southern end of the golf course – for example Land Acquisition Area (“LAA”) S232\_185\_0, which can be seen on map sheet 29. Parts have been taken into temporary possession – for example LAA S232\_080, which can also be seen on map sheet 29. The remainder of the golf course is held by the First Claimant under two leases granted by HBC – these areas are labelled as plots LL02 and LL03 on map sheets 28, 28R1 and 29. These leases are now registered at HM Land Registry under title numbers AGL560820 and AGL547359 and Official Copies for those titles showing the First Claimant as the registered proprietor are at **pages 59 to 65**. The Claimants propose amending Table 3 to insert these title numbers.

38. The golf course is the subject of a wider agreement between the Claimants and HBC, which provides for mitigation works to mitigate the effect of the removal of those parts

of the golf course that are required for the construction of the railway. The land is the subject of a detailed planning permission for the complete redesign of the golf course, a report on which is publicly available and can be found here: <https://modgov.hillingdon.gov.uk/documents/s53613/3359.pdf> and which provides for *“remodelling of Ruislip Golf Course, incorporating: reconfiguration of 18 existing hole course into a nine hole course, short game practice area, putting green and six hole academy course; construction of a single storey rifle range; demolition of existing covered driving bays and construction of replacement driving range, including associated floodlights and safety netting; a new drainage system and associated ponds; ecological and landscaping works; realignment and enhancement of the Hillingdon Trail and creation of a new public footpath; excavation of a new channel for the Ickenham Stream (canal feeder); and other associated works”*. This redevelopment has been well publicised for a number of years and it was therefore open to D36 to find out more about what was planned for this land if he so desired.

39. As to [23/D36G] to [26/D36G], whilst I am unable to respond regarding specific entries as there is no red highlighting on the copy of exhibit 4 that D36 has provided, my understanding is that D36 is alleging that land has been acquired by the Second Claimant by exercise of compulsory powers of acquisition after those powers have expired. It appears that this stems from misunderstandings on the part of D36 as to the way in which powers of compulsory acquisition operate and it also appears that D36 may be confusing land acquired under the Phase 2a Act with land acquired under the Phase One Act. I have already explained the way in which the Claimants’ powers of acquisition operate in Dilcock 11 (paragraphs 34 and 38 to 41) and prior to that in Dilcock 1 and Dilcock 3. For completeness, I am setting out the position again here.

40. D36 has referred to section 10 of the Phase One Act, which provides as follows:

**10 Termination of power to acquire land**

- (1) After the end of the period of 5 years beginning with the day on which this Act is passed—
  - (a) no notice to treat may be served under Part 1 of the Compulsory Purchase Act 1965, as applied by section 4(3) to the acquisition of land under section 4(1), and
  - (b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981, as applied by section 4(4) to the acquisition of land under section 4(1).
- (2) The Secretary of State may by order extend the period under subsection (1) in relation to any land, but may only do so—
  - (a) once, and
  - (b) by not more than 5 years.
- (3) An order under subsection (2) is subject to special parliamentary procedure (as to which, see the Statutory Orders (Special Procedure) Act 1945).
- (4) Schedule 13 contains provision about a right to require acquisition where an order is made under subsection (2).

This section defines the period under which the Second Claimant has compulsory powers of acquisition to acquire the land required for Phase One of the HS2 Scheme. It provides a deadline of 5 years from the passing of the Phase One Act (the Act was passed on 23 February 2017) for the Second Claimant to *serve* notice to treat or *execute* GVDs for the acquisition of land for Phase One. I can confirm that all notices to treat were served and GVDs executed for Phase One prior to that deadline.

41. The dates that appear in the right-hand column of the March 2023 Table 1 – HS2 Acquired Land GVDs (which I assume is the document that D36 refers to as the Claimant’s Exhibit 120 – it is document number 120 on the RWI Updated Website) is the date on which the land in question *vested* in the Second Claimant. As I explained in Dilcock 11, the date on which a GVD is executed is not the date on which the land vests in an acquiring authority. The Phase One Act refers to section 4 of the Compulsory Purchase (Vesting Declarations) Act 1961 (the “**CP(VD)A 1961**”), which provides as follows:

**4 Execution of declaration.**

- (1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves from the end of such period as may be specified in the declaration (not being less than **[F13 months]** from the date on which the service of notices required by section 6 below is completed).

When a GVD is made, it is required to specify a period after which the land that is the subject of the GVD will vest in the acquiring authority. That period must be a *minimum* of 3 months from the date on which notices about the making of the GVD are served on owners and occupiers and others pursuant to section 6 of the CP(VD)A 1961. 3 months is the minimum period, and the period can be and often is longer than 3 months. Accordingly, whilst all GVDs required for Phase One were executed prior to the expiry of compulsory acquisition powers, some of the land that was the subject of those GVDs – particularly those made in the last few months of powers - vested in the Second

Claimant after the expiry of powers. This does not, however, present the difficulties that D36 appears to think that it does.

42. Whilst I am unable to check because there is no red highlighting on the copy of exhibit 4 that D36 has provided, it may be that some of the entries in Table 1 to which he is referring are entries for land on Phase 2a of the HS2 Scheme. All of the LAAs that start with an “A” are on Phase 2a. The corresponding provision for the termination of power to acquire land in the Phase 2a Act is in section 9, but has exactly the same wording as the Phase One Act:

- 9 Termination of power to acquire land**
- (1) After the end of the period of 5 years beginning with the day on which this Act is passed—
    - (a) no notice to treat may be served under Part 1 of the Compulsory Purchase Act 1965, as applied by section 4(3) to the acquisition of land under section 4(1), and
    - (b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981, as applied by section 4(4) to the acquisition of land under section 4(1).
  - (2) The Secretary of State may by order extend the period under subsection (1) in relation to any land, but may only do so—
    - (a) once, and
    - (b) by not more than 5 years.
  - (3) An order under subsection (2) is subject to special parliamentary procedure (as to which, see the Statutory Orders (Special Procedure) Act 1945).
  - (4) Schedule 13 contains provision about a right to require acquisition where an order is made under subsection (2).

This section defines the period under which the Second Claimant has compulsory powers of acquisition to acquire the land required for Phase 2a of the HS2 Scheme. It provides a deadline of 5 years from the passing of the Phase 2a Act (the Act was passed on 11 February 2021) for the Second Claimant to *serve* notice to treat or *execute* GVDs for the acquisition of land for Phase 2a. Accordingly, the Second Claimant’s powers of compulsory acquisition remain live for Phase 2a and land acquisition is continuing.

43. For completeness, the above deadlines do not apply to the First Claimant’s powers to take temporary possession of land under the HS2 Acts.

44. By “TPO” at [27/D36G], I have taken D36 to be referring to temporary possession notices under Schedule 16 of the Phase One Act. At his Exhibit 5, D36 has produced a short list of LAAs, parts of which are shown coloured green on the March 2023 HS2 Land Plans and over which he acknowledges that the Claimants have exercised powers of temporary possession. The point D36 appears to be making is that the Claimant has not made GVDs over those areas of land. This point is of no relevance to these

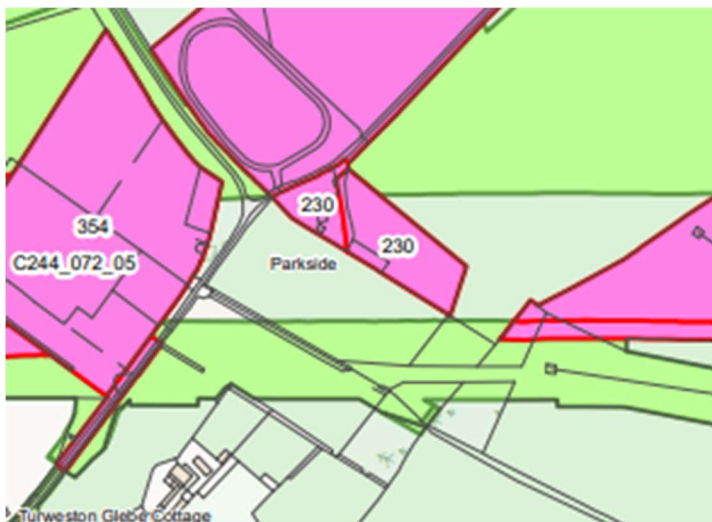
proceedings. Mr Justice Julian Knowles has already ruled in the September 2022 Judgment that the Claimants are entitled to possession of land over which they have exercised the powers afforded to them under Schedule 16 of the Phase One Act and that the right to possession of that land is sufficient to found a right to seek an injunction. It is therefore entirely immaterial for the purposes of considering the Claimants' application for an injunction that the Second Claimant has not made GVDs in relation to that land. In general, the Claimants seek to keep the extent of the land that they take for the HS2 Scheme to the absolute minimum required. Not all land is required permanently. Some land is only required temporarily for Phase One purposes (for example, temporary access, haul roads, environmental monitoring, construction compounds etc.). For completeness, I mention that there will also be some areas of land over which temporary possession has been taken where the Second Claimant has elected to serve Notice to Treat, rather than making a GVD, but where Notice of Entry has not yet been served. The Second Claimant has 3 years after service of Notice to Treat in which to serve Notice of Entry and acquire the land in question if required and is entitled to remain in temporary possession prior to service of any Notice of Entry (and indeed after expiry of the deadline for service of Notice Entry if it is decided that permanent acquisition is not required).

45. As to [28/D36G] and the accompanying Exhibit 6, I note that D36 has again raised points that I addressed in Dilcock 4 in May 2022. Exhibit 6 is a table containing items, which I shall refer to as Item 1, Item 2 etc. for ease of reference.
46. Item 1 – the Chalfont St Giles vent shaft is on sheet 36, not sheet 34 (see also paragraph 12 of Dilcock 4).
47. Items 2, 3, 8 and 9 – D36 is making the same point in each of these in respect of different plots of land. In each case he acknowledges that the Claimants either own the land in question or have rights of temporary possession and therefore (as already ruled in the September 2022 Judgment) the Claimants are entitled to possession and entitled to seek an injunction in respect of that land. It would involve the production of large volumes of documents to fully evidence the position in relation to each of these plots of land, but the queries raised by D36 and the answers thereto are of no relevance to the Claimants' application and there is therefore no requirement to engage in this

exercise. The short and general answer to D36's queries is that when land is acquired by the Claimants, they take subject to third party interests in some cases (for example this is sometimes the case where acquisition is by agreement or under blight etc.). In those cases, in order to take possession as against those third parties where that is required for Phase One purposes, the Second Claimant uses its temporary possession powers. The temporary possession element is the only element showing on the mapping in some cases because the wider permanent acquisition has been excluded from the scope of the injunction application (e.g. because it forms part of the Let Estate).

48. Item 4 – As set out in Table 1, LAA 221\_01 was acquired under GVD 853, which was executed on 25 January 2022 (and therefore almost a month before the end of the Second Claimant's powers of compulsory acquisition under the Phase One Act). A copy of GVD 853 is at **pages 66 to 80**. As explained in Dilcock 1 and repeated in Dilcock 11, there is often a lag between the vesting of land pursuant to a GVD and the registration of title at the Land Registry.

49. Item 5 – By "Parkside", I assume that D36 is referring to this area on map number 68:

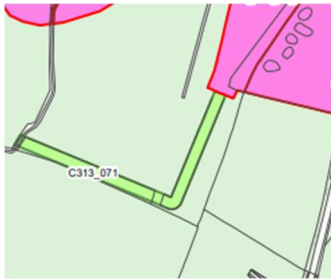


The area marked "Parkside" is not coloured pink or green and therefore the Claimants are not seeking to injunct it. As set out in Dilcock 4, the Claimants are not required to explain why land is *not included* in the application for an injunction. This land is owned by the Second Claimant but is currently let to a third party and has therefore

been excluded from the injunction application as part of the Let Estate (see paragraph 39 of Dilcock 3 and paragraph 39 of Dilcock 11).

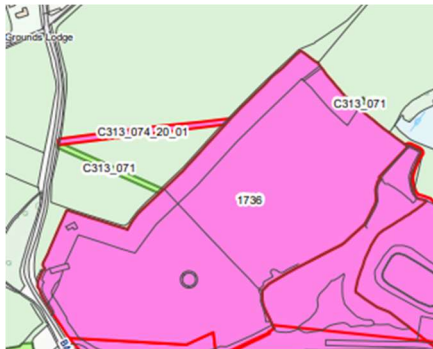
50. Item 6 – this is the same point as Item 5. Illets Farm is owned by the Second Claimant (as D36 observes) but is currently let to a third party and has therefore been excluded from the injunction application as part of the Let Estate.

51. Item 7 – As I explained in Dilcock 4, each LAA comprises multiple Land Acquisition Parcels (“LAPs”). The Claimants do not own all of LAA C313\_071 – they have acquired some LAPs within that LAA and have taken temporary possession of others. For example, in relation to this part (which is only part of C313\_071):



the part shown coloured green has been taken into temporary possession only.

There is a further part of C313\_071 here for example:



and the part shown coloured pink has been acquired by the Second Claimant.

52. I note that the D36 Grounds do not bear a CPR compliant statement of truth.

53. Turning to the D36 Second Statement, the points raised by D36 are all of no relevance to these proceedings. The Claimants’ solicitors wrote to D36 on 06.04.2023 reminding him of the relevant paragraphs in the September 2022 Judgment which ruled that such material was not relevant and a copy of that email is at **pages 81 to 83** These themes



were also the subject of part of the Judgment given by Mr Holland QC in September 2020 in relation to the Claimants' application to extend the Harvil Road Injunction (in respect of which D36 was a named Defendant and represented by Counsel). Mr Holland QC found as follows:

86. So far as there being breaches by HS2 of environmental laws or requirements and the consequences, it is worthwhile reading certain passages from the judgments in the Packham case. That was an attempt, by the well-known naturalist and television presenter Chris Packham, to judicially review the decision of the Secretary of State to give the Notice to Proceed in respect of the HS2 scheme. Of course, the Administrative Court is if anything a more appropriate forum than this court for challenging the validity or lawfulness of the HS2 scheme. The challenge failed on all grounds. In their judgment, in the course of describing the statutory scheme under the Act, the Court of Appeal said this (at paragraphs 16 to 19):

16. *Section 68(5)(a) of the 2017 Act refers to a "statement deposited" in connection with the Phase One Bill in November 2013 under Standing Order 27A of the Standing Orders of the House of Commons "relating to private business (environmental assessment)". Section 68(5)(b) refers to "statements containing additional environmental information" published in connection with the Phase One Bill – supplementary environmental statements – in 2014 and 2015. Both the environmental statement and the supplementary environmental statements were subject to public consultation in accordance with Standing Order 224A. A report prepared by an "independent assessor" under Standing Order 224A, summarising the issues raised by comments made on the environmental statement, was presented to MPs before the Second Reading of the Bill in the House of Commons, and, in the case of the supplementary environmental statements, before the Third Reading.*

17 *Both the environmental statement and the supplementary environmental statements contained detailed descriptions and assessment of the environmental effects of the Phase One works – for example, their effects on wildlife, including European Protected Species and their habitats, and on designated ancient woodlands and other areas of woodland affected by the works authorised by the 2017 Act. Both set out detailed arrangements for the mitigation of those effects where they could not be avoided, and for compensation – for example, by extensive tree planting – where they could not be fully mitigated. Their content was the subject of petitions to both Houses. Among the petitioners were local authorities, and many organisations concerned with the environment – for example, national and local wildlife trusts and the Woodland Trust. The environmental statement also provided an assessment of the performance of Phase*

*One, as proposed to be authorised under the Bill, against the then current legislative, regulatory and policy requirements and objectives relating to climate change.*

18. *As nominated undertaker for Phase One of the project, HS2 Ltd. is under a contractual duty in the HS2 Phase One Development Agreement to comply with the published Environmental Minimum Requirements ("EMRs") for construction of Phase One of HS2. The EMRs are intended to ensure that Phase One is delivered in accordance with the deemed planning permission granted under section 20 of the 2017 Act, with the environmental statement and supplementary environmental statements, and with the requirements of Parts 3 and 4 of the Conservation of Habitats and Species Regulations 2017 ("the Habitats Regulations").*

19. *The HS2 Phase One Code of Construction Practice, issued in February 2017, is a component of the EMRs. Section 9 of the Code of Construction Practice imposes obligations on HS2 Ltd. for the protection of ecological interests, including protected species, statutorily protected habitats, and other habitats and features of ecological importance – such as ancient woodlands. HS2 Ltd. also published, in August 2017, an Ancient Woodland Strategy for Phase One, setting out detailed arrangements for managing the impact of the construction of Phase One on the areas of designated and other ancient woodland in which works are authorised under the 2017 Act.*

87. In considering the challenge brought by Mr Packham on the ground that “the Government’s decision [was] flawed by a failure to consider environmental effects” (referred to as “ground 2”), the Court of Appeal said this (at paragraphs 54, 55, 58 and 61-63):

54. *Before the Divisional Court it was common ground that the Phase One works were lawful. They had been authorised under the 2017 Act. An environmental impact assessment of that phase had been undertaken, in accordance with EU and domestic legislation, including public consultation, during the process of Parliamentary scrutiny. Petitions against the Bill had been brought by local authorities and by national and local wildlife and woodland trusts, and had been heard by Select Committees appointed by each House. The works were subject to regulation by Natural England as competent authority through the operation of the licensing procedures in Parts 3 to 5 of the Habitats Regulations. And they had to be carried out in accordance with the published HS2 Phase One Code of Construction Practice.*

55. *The Divisional Court regarded these propositions as "self-evidently correct" (paragraph 47 of the judgment)...*

58. *Specifically on ground 2 of the claim, the Divisional Court said it would be impossible to construct a project on the scale of HS2 Phase One without causing "interference with and loss of significant environmental matters, such as ancient*

*woodland", and this had been authorised in the 2017 Act (paragraph 81). The environmental impacts of Phase One had been assessed in detail in the Parliamentary process...*

*61...We agree with the conclusions of the Divisional Court. We do not accept that it misunderstood Mr Wolfe's submissions, but in any event we see no merit in the argument as it was presented to us.*

*62. HS2 is an infrastructure project of national significance, with a long and well-publicised history. When the Government made its decision to proceed with the project in February 2020, the factual context in which the Oakervee review had come to be set up in August 2019 was a matter of record. Phase One of the project had passed through a lengthy process of consultation, assessment – including environmental impact assessment – and statutory approval. The process had been punctuated by challenges in the courts, and its lawfulness had been confirmed. Statutory authorisation for Phase One was embodied in the 2017 Act, which referred in several of its provisions to the environmental impact assessment that had been carried out. The Parliamentary process was well advanced for Phase 2a, and would soon begin for Phase 2b.*

*63. The deemed planning permission for Phase One of the project depended on the assessment of environmental impacts and mitigation and compensation measures set out in the environmental statement and the supplementary environmental statements. HS2 Ltd., as nominated undertaker, was under a contractual duty to comply with the EMRs and to ensure that both the construction and operation of Phase One were controlled in accordance with that assessment. It was an appropriately extensive and thorough assessment. Matters raised in representations in the course of the Oakervee review, and to which Mr Packham refers in these proceedings – such as the effects of tunnel boring on water quality and water supply and the possible dewatering of the River Misbourne and Shardeloes Lake, and ecological effects of various kinds – had already been raised in petitions against the Bill. Such effects were addressed in the environmental statement and controlled under the EMRs. These are merely a few examples. But they serve to illustrate the comprehensive coverage of environmental impacts within the approval process.*

88. These passages serve to emphasise the points which I have made (albeit in much less detail) in my previous judgments. So far as this Court is concerned, HS2 is a lawful scheme mandated by the Act. The works carried out under the HS2 scheme by HS2 are lawfully carried out. Parliament carefully considered the likely environmental impacts of the scheme before it sanctioned the works by means of the Act. There are environmental safeguards mandated by Parliament and built into the scheme which Parliament has deemed to be sufficient to avoid or mitigate any environmental damage caused.

89. Thus any challenge to HS2 or the works being carried out on the grounds that they are somehow in breach of UK or EU environmental legislation or have not been the subject of adequate Parliamentary scrutiny, is bound in my view to fail.

90. I have already rejected a submission to the effect that the Defendants' Article 10 or 11 rights include a right to stand on a public highway to monitor HS2's activities on its own land (see paragraphs 88 and 141-147 of my second judgement). I see no reason to change my mind on that point. Further, having rejected the argument in relation to the Defendants standing on a public right of way (onto which, a fortiori, they are lawfully permitted to go) my rejection becomes all the more emphatic when, as now, it is sought to say that this alleged right extends to monitoring by trespassing on private land such as the Harvil Road Site.

91. Further, as the courts pointed out in the Packham case, there is built into the Parliamentary scheme what Parliament regards as sufficient environmental safeguards and it is not for interested members of the public to seek to second-guess what Parliament has decreed to be adequate.

...

92. Further, even if it was to be established that HS2 was breaking the law in some way (and I hasten to add that it has not been established) I do not see how this could amount to a defence to a claim in trespass and nuisance as advanced by the Claimants against the Defendants. I venture to repeat the points I made at paragraphs 132 to 135 of my second judgment.

93. 94. I do not accept any submission made by the Defendants to the effect that the risk or prospect of the Claimants committing a criminal offence or breach of statutory provision if the injunction is granted, could possibly amount to a defence. This is for a number of reasons:

94. Firstly, on the facts, there is no clear proof that any criminal offence or breach of statute will occur if the injunction is granted. The Claimants deny that it will. The Defendants assert that it will. However, the Defendants have not produced any formal statements or specifically prepared expert reports and none of them are experts. I do not therefore accept that there is any strong evidence to the effect that the Claimants are likely to commit any crime or breach of statutory provision if the injunction is granted.


95. Further, even if I was to accept that the evidence showed that there **was** a risk or even a likelihood that the Claimants would carry out some unlawful activity if the injunction was granted, I would not hold that this was a defence to a claim for injunctive relief. As set out above, the Claimants are entitled, by reason of statute, to possession of the Land and the Additional Land. There was, and is, nothing unlawful about the acquisition of the Claimants' rights. The Defendants cannot and do not assert any countervailing right to possession of the Land or the Additional Land. There is no necessary connection between the grant of an injunction to protect the Claimant's rights over the Site and the subsequent commission on the

Site of any crime or breach of statutory provision: the latter is not the inevitable consequence of the former.

(iii) In the words of Lord Toulson in PATEL V MIRZA [217] AC 467, the public interest in maintaining the integrity of the justice system does not, in my view, result in the denial of the remedy which the Claimants seek in these circumstances. If, following the grant of an injunction, the Claimants carry out unlawful activities on the Site, then there are sufficient other remedies available to the law.”

**Statement of Truth**

I believe that the facts in this witness statements are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed  .....

Name: JULIE AMBER DILCOCK

Dated: 17 April 2023

On behalf of: Applicants/Claimants  
J.A Dilcock  
12th statement of witness  
Exhibits: JAD14  
Date: 17 April 2023  
**Claim No. QB-2022-BHM-000044**

**IN THE HIGH COURT OF JUSTICE  
KINGS BENCH DIVISION  
BIRMINGHAM DISTRICT REGISTRY**

**Between:**

- (3) HIGH SPEED TWO (HS2) LIMITED  
(4) THE SECRETARY OF STATE FOR TRANSPORT**

**Claimants**

**-and-**

- (6) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANTS ON, IN OR UNDER LAND KNOWN AS LAND AT CASH'S PIT, STAFFORDSHIRE SHOWN COLOURED ORANGE ON PLAN A ANNEXED TO THE ORDER DATED 11 APRIL 2022 ("THE CASH'S PIT LAND")**
- (7) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANTS ON, IN OR UNDER LAND ACQUIRED OR HELD BY THE CLAIMANTS IN CONNECTION WITH THE HIGH SPEED TWO RAILWAY SCHEME SHOWN COLOURED PINK, AND GREEN ON THE HS2 LAND PLANS AT <https://www.gov.uk/government/publications/hs2-route-wide-injunction-proceedings> ("THE HS2 LAND") WITH THE EFFECT OF DAMAGING AND/OR DELAYING AND/OR HINDERING THE CLAIMANTS, THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES AND/OR EMPLOYEES**
- (8) PERSONS UNKNOWN OBSTRUCTING AND/OR INTERFERING WITH ACCESS TO AND/OR EGRESS FROM THE HS2 LAND IN CONNECTION WITH THE HS2 SCHEME WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT, WITH THE EFFECT OF DAMAGING AND/OR DELAYING AND/OR HINDERING THE CLAIMANTS, THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES AND/OR EMPLOYEES WITHOUT THE CONSENT OF THE CLAIMANTS**
- (9) PERSONS UNKNOWN CUTTING, DAMAGING, MOVING, CLIMBING ON OR OVER, DIGGING BENEATH OR REMOVING ANY ITEMS AFFIXED TO ANY TEMPORARY OR PERMANENT FENCING OR GATES ON OR AT THE PERIMETER OF THE HS2 LAND, OR DAMAGING, APPLYING ANY SUBSTANCE TO OR INTERFERING WITH ANY LOCK OR ANY GATE AT THE PERIMETER OF THE HS2 LAND WITHOUT THE CONSENT OF THE CLAIMANTS**
- (10) MR ROSS MONAGHAN (AKA SQUIRREL / ASH TREE)**

**AND 58 OTHER NAMED DEFENDANTS AS SET OUT IN THE SCHEDULE TO THE PARTICULARS OF CLAIM**

**Defendants**

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**EXHIBIT JAD14 TO THE TWELFTH WITNESS STATEMENT OF JULIE AMBER DILCOCK**

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The documents in this Exhibit are at: <https://www.gov.uk/government/collections/hs2-route-wide-injunction-proceedings>