

IN PARLIAMENT
HOUSE OF COMMONS
SESSION 2005–06

CROSSRAIL BILL

P E T I T I O N

Against the Bill – On Merits – Praying to be heard by Counsel, &c.

TO THE HONOURABLE THE COMMONS OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND IN PARLIAMENT ASSEMBLED

THE HUMBLE PETITION of:

MENDIP RAIL LIMITED

SHEWETH as follows:—

- 1 A Bill (hereinafter referred to as “the Bill”) has been introduced into and is now pending in your Honourable House intituled “A Bill to make provision for a railway transport system running from Maidenhead, in the County of Berkshire, and Heathrow Airport, in the London Borough of Hillingdon, through central London to Shenfield, in the County of Essex, and Abbey Wood, in the London Borough of Greenwich; and for connected purposes”.
- 2 The Bill is promoted by the Secretary of State for Transport (hereinafter called “the Promoter”).

Relevant Clauses of the Bill

- 3 Clauses 1 to 20 of the Bill together with Schedules 1 to 9 make provision for the construction and maintenance of the proposed works including the main works set out in Schedule 1. Provision is included to confer powers for various building and

engineering operations, for compulsory acquisition and the temporary use of and entry upon land, for the grant of planning permission and other consents, for the disapplication or modification of heritage and other controls and to govern interference with trees and the regulation of noise.

4 Clauses 21 to 44 of the Bill together with Schedule 10 make provision for the application with modifications and the disapplication in part of the existing railways regulatory regime which is contained in and in arrangements made under the Railways Act 1993 and associated legislation. In particular, they provide for the disapplication of licensing requirements, the imposition of special duties on the Office of Rail Regulation ("ORR"), the modification of railway access contracts and franchising agreements and the disapplication of railway closure procedures and of the need for consent from Transport for London in relation to impacts on key system assets. Provision is also included to enable agreements to be required as between the nominated undertaker and controllers of railway assets, to govern the basis for arbitration and to provide for the transfer of statutory powers in relation to railway assets.

5 Clauses 45 to 59 of the Bill together with Schedules 11 to 14 contain miscellaneous and general provisions. These include provision for the making of transfer schemes, the designation of nominated undertakers, the devolution of functions and as respects other actions to be taken by the Secretary of State. Provision is also made in particular for the disapplication or modification of various additional miscellaneous controls, for the treatment of burial grounds, for the application of provisions of the Bill to future extensions of Crossrail, for the particular protection of certain specified interests and as respects arbitration.

Your Petitioners and their properties

6 Your Petitioners are Mendip Rail Limited, a private limited company (Company No. 02747203) and specialist rail freight operators, owned by Hanson Quarry Products Europe Limited and Foster Yeoman Limited. Your Petitioners primarily provide a specialist aggregate rail haulage service for building material

companies. Your Petitioners haul over 6.5 million tonnes of rail freight each year and operate over 290 services each week. Your Petitioners' registered office is Marston House, Marston Bigot, Nr Frome, Somerset BA11 5DU. Your Petitioners and their agents are party to access agreements approved or entered into pursuant to sections 17 or 18 of the Railways Act 1993 (c. 43), which are for routes that cross, or use part or all of, the Crossrail routes identified by the Bill.

- 7 Your Petitioners have an interest in access by rail to the following properties, which are subject to compulsory acquisition or use under the Bill:

LONDON BOROUGH OF EALING

Parcels: 153, 166, 172, 175, 176, 179 and 181

Property: Acton

Description: Land, sidings and goods terminal

LONDON BOROUGH OF HILLINGDON

Parcels: 125 and 126

Property: West Drayton

Description: Land, siding and railway

LONDON BOROUGH OF GREENWICH

Parcels: 83, 96, 97, 98, 99, 102, 106, 107, 108 and 109

Property: Plumstead Goods Depot

Description: Depot, office, workshops, works, portacabins, railway siding, hardstanding, public road, footways, yard, land and premises.

- 8 In addition, your Petitioners have an interest in access to railway apparatus and running rights in the areas of the Royal Borough of Windsor & Maidenhead, Borough of Slough, District of South Bucks, London Borough of Hillingdon, London Borough of Ealing, City of Westminster, London Borough of Tower Hamlets, London Borough of Newham, London Borough of Greenwich, London Borough of Bexley, London Borough of Redbridge, London Borough of Barking & Dagenham, London Borough of Havering, Borough of Brentwood and District

of Basildon which, whilst not subject to the compulsory purchase or use proposals of the Bill, are in the immediate vicinity of the proposed works and liable to be injuriously affected by them.

- 9 Your Petitioners and their rights, interests and property are injuriously affected by the Bill, to which your Petitioners object for the reasons, amongst others, hereinafter stated.

Your Petitioners' concerns

- 10 Your Petitioners are not opposed in principle to the construction of the new railway transport system for which the Bill provides, but are greatly concerned as to the impact that the works and system will have on their business and property. The scheduled works detrimentally interfere with and affect the property and apparatus of your Petitioners and their customers at many points along the line of the route.
- 11 Your Petitioners object to the Bill on the grounds that it does not afford sufficient safeguards to the continued and continuous operation of plants and routes used in the daily operation of your Petitioners' and their customers' business in the areas concerned, and that as a result your Petitioners will suffer reduced rail freight carriage tonnage which will be displaced onto the roads.
- 12 Your Petitioners consider it imperative that the powers proposed to be conferred by the Bill should only be exercised so that there is no interruption with or interference to the operation of rail freight services or rail freight customers. If, however, interruption or interference is inevitable then your Petitioners consider that any such interruption or interference should be kept to an absolute minimum and that it is only appropriate that your Petitioners and their customers should be fully compensated for all losses, costs and expenses incurred and suffered as a result.

Site-specific concerns

Acton

- 13 The Acton property is fundamental to your Petitioners' London rail freight business, comprising two rail-served aggregate customers. Yeoman Aggregates and Hanson Aggregates operate aggregate processing, storage and distribution facilities on the site, which together receive over 450,000 tonnes of materials a year via rail. Acton is the major hub for your Petitioners' services on the Great Western Main Line in London. It is "the Paddington" of the freight railway. It is a major freight yard, with connections to both the east and west. Large trains of aggregates, 3.5 million tonnes per year in total, from the Mendip Quarries are split at Acton into two or three separate trains, each for a different ultimate destination.
- 14 Acton is ideal for its function as it is strategically placed so that all rail freight terminals in and around central London and all main lines radiating from London can be reached. It is respectfully submitted to your Honourable House that Acton is the only place in central London that is large enough to accept, break-up and shunt goods trains. The loss of this facility would severely restrict the ability of rail freight services to operate in London. Acton currently serves the following depots - Allington, Ardingly, Battersea, Brentford, Colnbrook, Crawley, Dagenham, Forticrete, Harlow Mill, Parkston, Purfleet, Purley, Sevington, Thames Matex, West Drayton, Woking and soon Plumstead.
- 15 The satisfactory operation of your Petitioners' business to the Acton site depends upon an effective rail connection to allow substantial quantities of aggregates to be brought onto it on a regular basis by train.
- 16 Your Petitioners submit that the Bill should be amended to require the Promoter to provide an alternative that would avoid disruption to the Acton property, your Petitioners and their customers. If site interruption is, however, required for the works authorised by Clause 1 of the Bill, your Petitioners submit that such interruptions should be kept to an absolute minimum and that suitable alternative property and facilities should be made available to your Petitioners by way of

mitigation, either on a temporary or permanent basis depending on the Promoter's proposed long term use of the site.

West Drayton

- 17 The West Drayton site is one of your Petitioners' customer's, Hanson Quarry Products Limited, most important facilities for the storage and distribution of various different types of aggregates, the majority of which arrive at the site by your Petitioners' rail freight haulage services. Some of the aggregate is treated in one of two high output stone coating plants on the site, the most recent of which was installed in 2004 at a cost of over four million pounds. In addition, aggregate is brought to the site via the Grand Union Canal and used for the production on site of ready mixed concrete. A relatively small amount of aggregate is brought to the site by road. Aggregate, whether treated or not, and ready mixed concrete is distributed from the site by road.
- 18 The ownership and occupation of land parcel 125 in the London borough of Hillingdon is attributed in the Book of Reference to Network Rail Infrastructure Limited. This is incorrect in that some of this parcel comprises the railway siding within the West Drayton site, including a building that straddles the railway siding at its eastern end. Aggregates are transferred from rolling stock by means of a hopper and conveyer belt system positioned underneath the railway track as it passes through the building. The siding is not owned by Network Rail Infrastructure Limited except for a relatively small part including land occupied by approximately half of the building that straddles the track and land to the east of it. Your Petitioners' customers, Hanson Quarry Products Limited, are the leasehold owner of the siding and the building over it and they are located within the West Drayton site.
- 19 The satisfactory operation of your Petitioners' business to the West Drayton site depends upon an effective rail connection to allow substantial quantities of aggregates to be brought to it on a regular basis by train.

- 20 West Drayton also provides access to the Colnbrook line, which is heavily used by freight trains serving the aggregates terminal at Colnbrook. These site-specific rail freight services would be severely disrupted by the Promoters' proposed Crossrail services. Your Petitioners submit that the Bill should be amended to require the Promoter to provide an alternative that would avoid disruption to the West Drayton site, your Petitioners and their customers. If site interruption is, however, required for the works authorised by Clause 1 of the Bill, your Petitioners submit that such interruptions should be kept to an absolute minimum and that suitable alternative property and facilities should be made available to your Petitioners by way of mitigation either on a temporary or permanent basis depending on the Promoter's proposed long term use of the site.

Plumstead Goods Yard

- 21 Your Petitioners have an interest in maintaining access and vacant position of the Plumstead Goods Yard for use as a depot. Your Petitioners are currently negotiating the terms of a significant lease of the yard for use as their south-eastern depot and shunting yard in support of services to customers located in the south-east. The Promoter intends to utilise the site for the provision of a working site, the diversion of public works, construction access and operational purposes. It is submitted that these activities could be carried out without interruption to your Petitioners' proposed use of the site. If site interruption is, however, required for the works authorised by Clause 1 of the Bill, your Petitioners submit that such interruptions should be kept to an absolute minimum and that suitable alternative property and facilities should be made available to your Petitioners by way of mitigation either on a temporary or permanent basis depending on the Promoter's proposed long term use of the site.

Network-specific concerns

Capacity

- 22 Your Petitioners operate rail freight services on Network Rail's network and have network access agreements providing access for rail freight to the network. In

addition your Petitioners hold a number of connection agreements providing further access to the network and privately-owned rail freight terminals. These agreements all have various periods to run and are currently subject to negotiation for long term renewal. Your Petitioners are concerned that the Promoter's proposed Crossrail services will create congestion on a network that is already congested, displace your Petitioners' rail freight services in favour of Crossrail services and prevent future rail freight service growth through lack of network capacity. Your Petitioners respectfully submit that the Bill should not be allowed to pass into law without making provision for additional network capacity for the proposed Crossrail services and providing for existing levels of network access to remain with capacity for their future growth.

Facility access

- 23 Your Petitioners have an interest in agreements for station access throughout the rail network, including the proposed Crossrail route, and a number of supplementary agreements for individual facilities. Your Petitioners are concerned that the Promoter, in exercising his rail facility access priority powers provided by Clauses 22 – 32 of the Bill, will modify or void your Petitioners' station facility access agreements so impeding or preventing access to stations. Station access is central to the operation of your Petitioners' rail services as it provides a safe and efficient means of providing locomotives with drivers and ancillary staff in accordance with occupational health and safety requirements. Your Petitioners submit that the Bill should be amended to require the Promoter to provide them with full and continued access to station facilities, or with alternative equivalent station facilities, along the proposed Crossrail route.

Network ownership

- 24 The Promoter is to be provided with the power under Clause 6 of the Bill to acquire compulsorily Network Rail-owned facilities and network throughout the proposed Crossrail route, which will either limit or prevent access to the acquired network and require multiple network access agreements in order to provide a single rail freight service. Further, the Promoter is to be provided with a power

under Clause 45 of the Bill to transfer rail network facilities to a third party. Your Petitioners believe that the entire rail network should remain in the hands of a single party to allow for ease of service integration, efficient timetabling and coordinated maintenance scheduling. Your Petitioners respectfully submit that Clause 6 of the Bill should be amended to ensure that the rail network remains in the ownership of Network Rail.

Great Western Main Line

- 25 Your Petitioners operate rail freight services twenty four hours a day six days a week along the Great Western Main Line (GWML), with up to 22 trains per day using the line into London and 22 trains per day using the line out of London. Your Petitioners are concerned that the Promoter's proposed services along the GWML would severely decrease line capacity and prevent, or significantly reduce, the ability of your Petitioners to operate rail freight services on the GWML. Your Petitioners submit that the Bill should be amended to require the Promoter to provide a minimum of three freight paths an hour in each direction on the GWML lines currently used by your Petitioners and their customers.
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Great Eastern Main Line

- 26 Your Petitioners operate rail freight services twenty four hours a day seven days a week along the Great Eastern Main Line (GEML), with up to 10 trains per day using the line into London and 10 trains per day using the line out of London. Your Petitioners are concerned that the Promoter's proposed services along the GEML would severely decrease line capacity and prevent, or significantly reduce, the ability of your Petitioners to operate rail freight services on the GEML. Your Petitioners submit that the Bill should be amended to require the Promoter to provide a minimum of two freight paths an hour in each direction on the GEML lines currently used by your Petitioners and their customers.

Terminal access

- 27 Your Petitioners' rail freight services are dependant on access to a large number of freight terminals and branch lines along the GWML and GEML for the operation of their business, and without access to these terminals your Petitioners would be unable to deliver freight effectively and therefore would be in breach of their customer contracts. Your Petitioners are concerned that the Promoter proposes to acquire, adjust or remove access to a large number of rail freight terminals along the GWML and GEML, so preventing or severely limiting your Petitioners' ability to operate rail freight services on these lines. Your Petitioners submit that the Bill should be amended to require the Promoter to provide them with full and continued access to your Petitioners' rail freight terminals along the GWML and GEML, or with alternative equivalent facilities.

Environment

- 28 The Promoter, in exercising the compulsory acquisition powers that would be provided by Clause 6 of the Bill in relation to the rail network inside the limits shown on the deposited plans, will be able to prevent your Petitioners from accessing the rail network along the route. A lack of network access by your Petitioners would have the effect each year of displacing up to 4.4 million tonnes of bulk freight from rail to road-based transport, equating to an extra 11 million lorry miles a year and an extra 260,000 lorry journeys a year. This would have a detrimental effect on CO² and other emissions, noise levels and traffic congestion which the Promoters has failed to take into account in assessing the impacts of the proposed works and associated powers.
- 29 Any proposed route diversions or alternative route proposals would result in increased fuel costs, which are currently extremely volatile, and increased greenhouse gas emissions. In the case of proposed diversions a full environmental impact assessment should be carried and the costs of the proposal quantified in comparison with the value of the expected benefits.

Construction

- 30 The Promoter proposes to close temporarily many network sections and terminals along the existing rail network during the construction phase of the works authorised by Clause 1 of the Bill. Your Petitioners are concerned that the Promoter's proposed track closures would limit or remove their ability to operate rail freight services during the works. Your Petitioners submit that the Bill should be amended to require the Promoter to provide them with full and continued access, or with alternative equivalent access, to your Petitioners' network sections and terminals along the GWML and GEML during the carrying out of the works authorised by Clause 1 of the Bill.

Railway matters

- 31 Your Petitioners are gravely concerned that the duties imposed on the independent Office of Rail Regulation by Clause 22 of the Bill (the duty to exercise its access contract functions in favour of Crossrail) will undermine current impartial and open regulation of the railways and in turn create a climate of uncertainty throughout the industry. Clause 22 of the Bill further provides the Promoter with the power to extend the period of operation of the duty without reference to Parliament. Your Petitioners are especially concerned that open and fair regulation of the railways is maintained through an unfettered and impartial regulator so that your Petitioners' timetables, access rights and future rail freight capacity can be determined with certainty in the interests of their customers and the use of rail to carry freight generally.
- 32 Your Petitioners note that Clause 23 of the Bill requires the Promoter to consult with Transport for London and passenger rail service providers likely to be affected by Crossrail before directing the Office of Rail Regulation to specify the minimum operating levels for Crossrail. The operating levels for Crossrail will impact on the ability of other rail service providers, including your Petitioners, to run services along those parts of the existing rail network that will be used by Crossrail services, as track availability will be reduced by the number of Crossrail

services. Your Petitioners submit that the Promoter should not be able to issue directions under Clause 23 without first consulting with rail freight operators likely to be affected by the exercise of the direction and that the Clause should be amended to reflect this requirement. Your Petitioners do not believe that the discretionary power to consult “other persons (if any) as the Secretary of State considers appropriate” is sufficient, as there is no entitlement for rail freight interests to be heard, as there is in the case of rail passenger interests.

33 Your Petitioners are gravely concerned that the Office of Rail Regulation is to further have its regulatory independence interfered with by the operation of Clause 24 of the Bill. Your Petitioners’ specific concern is that the general duties of the Office of Rail Regulation (including the promotion of the use of the rail network for the carriage of goods) are to be overridden by a duty to exercise its functions in a manner that does not impede the performance of any design, construction, financing or maintenance agreement relating to the works authorised by Clause 1 of the Bill. Your Petitioners submit that the Promoter should—

- (a) be required comprehensively to justify the need for these overriding duties;
- (b) not be permitted to modify or override the statutory duties of the Office of Rail Regulation by the operation of this Clause; and
- (c) in the event that your Honourable House considers it necessary to approve these overriding duties, be required to make provision for meeting the full cost of making good any disadvantage or loss suffered as a result of any exercise of the overriding duties.

Your Petitioners respectfully point out that the Bill contains no provisions whereby the Promoter will be specifically obliged to have regard to the interests of your Petitioners’ business, or of their customers.

34 Your Petitioners are concerned as to the disruptive effect which the exercise of powers conferred by Clause 25 of the Bill, the power to amend existing rail facility access contracts, would have on the operation of your Petitioners’ rail freight services leading into and through central London. If exercised, your

Petitioners' and their agents' existing rights of access to the rail network will be modified or extinguished, impeding or preventing the operation of services on the network. Your Petitioners submit that if such a power were to be granted, the power should be tempered with a requirement to provide alternative access to those parties subject to a direction, or for the Promoter to provide full compensation for any loss or cost incurred as a result of the exercise of the power, or both, in order to minimise the impact of the power on rail freight into and out of central London on the east-west routes.

35 Your Petitioners are deeply concerned that the Promoter will be able to object to your Petitioners' and their agents' access contracts already in force, potentially resulting in the access contracts being amended or voided under the powers provided by Clause 26 of the Bill. Your Petitioners and their customers will suffer business instability as a result of the uncertainty created by the Promoter's ability to influence the content or existence of agreed and operational access contracts. The exercise of the proposed access contract objection power by a competitor, such as the Promoter, is an abuse of a dominant position in the market and is inconsistent with Chapter II of the Competition Act 1998 (c.41) and Article 82 of the Treaty of Rome. Your Petitioners wish to ensure the maintenance of the current transparent, competitively neutral and industry-accepted access contract process without the statutorily authorised undue influence, favour or uncertainty proposed by Clause 26 of the Bill.

36 Your Petitioners are again concerned that the Office of Rail Regulation is to have its regulatory independence further interfered with through the operation of the Bill, specifically Clause 27, which provides the Promoter with the power to direct the Office of Rail Regulation to make and amend directions it issues under section 17 of the Railways Act 1993 (c.43) (directions requiring facility owners to enter into contracts for the use of their railway facilities). The proposed power will undermine the confidence the rail industry has in the independence of the Office of Rail Regulation and because of its discriminatory nature places Clause 27 of the Bill in direct conflict with Article 5 of Directive 2001/14/EC, which entitles Member State rail service operators to non-discriminatory rail track access. Your Petitioners will be especially affected by the exercise of this power in gaining on-

going access to track and terminal facilities along and adjacent to the proposed Crossrail route.

- 37 Your Petitioners again submit that the Office of Rail Regulation will have its regulatory independence interfered with by the Promoter through the operation of Clause 28 of the Bill. Under the proposed power the Office of Rail Regulation will be required to consider any representations of the Promoter before adjusting an access contract relating to a competitor of the Promoter, to account for any compensation that may flow from the works authorised by Clause 1 of the Bill. Your Petitioners and their agents are currently party to a large number of access contracts that may be adjusted through the exercise of this power, resulting in the loss of business certainty, an inability to guarantee customer timetables and significant disruption to the movement of freight along/through facilities affected by Clause 28.
- 38 Your Petitioners submit that the provisions of Clause 29 of the Bill are objectionable in that they disapply your Petitioners' and their agents' access rights to the Promoter's facilities, conferred by sections 17, 18 and 22 of the Railways Act 1993 (c.43) while the Promoter through the operation of Clauses 25, 26, 27 and 28 of the Bill are provided with preferential and discriminatory access to facilities currently utilised by your Petitioners and their customers. The powers proposed in Clause 29 of the Bill are in direct contravention of Article 5 of Directive 2001/14/EC, which prohibits, with some minor exceptions, the rejection of facility access requests. Your Petitioners are also concerned that an order made under powers provided by Clause 29 of the Bill will not be subject to annulment through a resolution of either House of Parliament and hence the disapplication of primary legislation will not be subject to any scrutiny by Parliament.
- 39 Your Petitioners are concerned that the provisions of Clause 30 of the Bill will enable the Promoter to prohibit the Office of Rail Regulation, in certain circumstances, from making a direction under section 18 of the Railways Act 1993 (c.43) (access agreements: contracts requiring the approval of the Office of Rail Regulation). The operation of Clause 30 of the Bill will further provide a competitor for facility access, being the Promoter, with the power to modify

proposed access contracts in favour of the Promoter, or to reject proposed access contracts outright. The Promoter, in exercising the power provided by Clause 30 of the Bill, may delay the Office of Rail Regulation from approving an access contract indefinitely. Your Petitioners and their agents will suffer significant disadvantage and delay when making applications for facility access agreement approvals in relation to new and alternative rail freight sidings, depots and customer freight transfer facilities required in order to replace existing facilities that are to be acquired as a result of the operation of Clause 6 of the Bill, if these provisions are approved.

40 Your Petitioners note that the Promoter will, under the provisions of Clause 31 of the Bill, be empowered to direct a railway facility owner to enter into an access contract with the Promoter or any other person for the purposes of the works approved under Clause 1 of the Bill. The powers provided to the Promoter under Clause 31 of the Bill are likely to be exercised to the detriment of your Petitioners and their agents who have significant long term access contracts for facilities, either on or adjacent to the proposed Crossrail route, in places which are likely to be displaced by or be in conflict with the Promoter's new access contracts. Your Petitioners request that the Promoter be required to consult with, and take advice from, your Petitioners prior to making a direction under Clause 31 of the Bill if your Petitioners have an interest in the railway facility that is proposed to be subject to the direction.

41 Your Petitioners note that Clause 32 of the Bill provides the Office of Rail Regulation with the power to amend existing access contracts affected by the creation of a new access contract by the Promoter under the powers provided by Clause 31 of the Bill (power of the Secretary of State to require entry into an access contract) for the purpose of facilitating the operation of Crossrail as the principal passenger service. Your Petitioners are concerned that Clause 32 makes no provision for circumstances where the Promoter's new access contract will disrupt the operation of your Petitioners' existing access contracts to an extent that makes them unworkable. Your Petitioners are also concerned that the provisions of Clause 32 of the Bill do not require the Promoter to provide compensation to

the parties to an existing access contract or to third parties negatively impacted by the exercise of the power provided by Clause 31 of the Bill.

42 There are other Clauses and provisions in the Bill which, if passed into law as they now stand, will prejudicially affect your Petitioners and their rights, interests and property and for which no adequate provision is made to protect your Petitioners.

43 As a general matter, your Petitioners submit that provision should be made for the Promoter to repay to your Petitioners all proper costs, charges and expenses (including the proper fees of such professional advisers as they may instruct) reasonably incurred in consequence of the Bill or of any provision made as a result of this Petition.

Conclusion

44 Your Petitioners submit that the Bill fails to safeguard and protect the interests of your Petitioners and those of their tenants and should not be allowed to pass into law without the issues mentioned above being addressed.

YOUR PETITIONERS THEREFORE HUMBLY PRAY your Honourable House that the Bill may not be allowed to pass into law as it now stands and that they may be heard by themselves, Counsel or Agents and with witnesses in support of the allegations of this Petition against so much of the Bill as affects the property, rights and interests of your Petitioners and in support of other such Clauses and provisions as may be necessary or expedient for their protection or that such other relief may be given to your Petitioners in the premises as your Honourable House shall deem meet.

AND YOUR PETITIONERS WILL EVER PRAY, &c.

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PETITION

of

MENDIP RAIL LIMITED

Against, the Bill – On Merits –

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