

Mark Aanensen

From: Clark, Juliet - REPG [REDACTED]
Sent: 09 April 2026 11:26
To: Alexandra Dillistone; Emma Rodican-Jones
Cc: Samantha Morris; Arundale Damian; O'Connor, James; Nigel Billingsley
Subject: Canal & River Trust - proposed NR Stalybridge to Diggle TWAO [ES-CLOUD_UK.FID12949054]

External email >

Discusses sensitive information >

Contains topics of a financial nature >

Hi both –

As promised, a brief email setting out NR's position regarding the exercise of compulsory acquisition powers in the delivery of a project. NR is committed to an on going exchange with the Trust to, where practicable, enter into voluntary agreements as regards land interests. As you will understand however, NR cannot accept a blanket restriction on compulsory powers unless there is a secured alternative means of acquiring the land/ interest in land that is necessary to deliver the authorised works. To do so will compromise the viability of the project and risk unacceptable programme delays. At this stage of seeking consent for project implementation and given the nature of the interests sought it is not necessarily practical (in terms of time and resource) to commit to overarching terms. However as mentioned I will take instructions on this matter.

The Canal and River Trust are correct in their observation that compulsory powers must be justified in the public interest, and that voluntary agreement must be sought if possible. The Statement of Aims sets out the justification for seeking powers over land, and the nature of the application process is that should the TWAO be made, the SoS agrees that the powers therein are justified in the public interest. Guidance on the Compulsory Purchase Process (Jan 2025) states that acquiring authorities should make every reasonable effort to acquire land voluntarily, and NR (as mentioned) will continue such conversations with the Trust. The Guidance also recognises that failure to reach voluntary acquirement does not prevent a CPO and also that an acquiring authority is not required to exhaust negotiations indefinitely where they would frustrate delivery. As has been discussed at length, NR will not acquire any interest in land except as is justified and required for project delivery.

As discussed in the meeting earlier this morning, NR are committed to an ongoing cooperative relationship with the Trust as regards all areas of Project interface with Trust assets. The Side Agreement will reflect this commitment.

Kind regards

Juliet

Juliet Clark
Legal Director
Parliamentary and Infrastructure Consenting

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