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SPECIFIC ENQUIRIESRe: THE SCARISBRICK ESTATE1. 17 August 1978 Conveyance

4.1.1. This Conveyance reserves rights of way over such part of New Lane Pace track between points A and B on plan as is conveyed for the vendors their successors the owners and occupiers of Banks Marsh Foreshore others authorised by them and in common with all others entitled to like rights.

(i) What was and is the extent of the track conveyed?

(ii) Are the rights still exercised and, if so, by whom?

(iii) Are you able to provide any information about the obligation to maintain the track? The deeds do not contain a covenant on the part of any third party to maintain the track nor do they contain an assignment of the benefit of such covenant. Do you know whether such a covenant has been given and, if so, whether it is annexed for the benefit of the property?

1.1.2. The part of the track conveyed is conveyed together with and subject to mutual rights of way and water contained in clauses 1 and 6 of a Deed of Partition dated 25 October 1926.

(i) Is that right of way still exercised and if so, by whom?

(ii) Is the right to use the water main still used and if so, by whom?

(iii) The said clause 1 also provides that the respective estate owners shall contribute fair proportions of the costs of maintaining the water main. Please specify (a) whether any contributions have been made or demanded (b) if so by whom (c) if so when was the last payment and/or demand (d) if so how much was the last payment and/or demand (e) are there any arrears of the same?

1.1.3. This Conveyance reserves rights of way for agricultural purposes only over Bank Pace tracks between points C and D and E and F on the plan for the vendors their successors the owners and occupiers for the time being of

1.

1.1.1. From the corner of Marsh Road and New Lane Pace to Old Hollow Cottages on the Foreshore.

(ii) Yes, by D. Baxter.

(iii) D. Baxter maintains. The vendor is not aware of any such covenant nor of any assignment of such covenant.

1.1.2.

(i) Yes, by D. Baxter.

(ii) Yes, by D. Baxter.

(iii) The vendor believes that D. Baxter as the tenant of Highbrow Farm and the owner of Old Hollow Farm pays all such costs and the vendor states that it has not been concerned with such payments.

1.1.3.

Banks Marsh Foreshore others authorised by them and in common with all others entitled to like rights.

(i) Are those rights still exercised and if so, by whom.

(ii) Is the maintenance and costs thereof the sole responsibility of the owner thereof. If not, please specify.

1.2. This Conveyance provides that as regards part of Holly Farm, it is subject to and with the benefit of a Decd of Grant dated 23 December 1975 relating to a water main and ancillary apparatus. Have the respective parties' rights, covenants, obligations and liabilities contained therein been performed and observed to date? If not, please specify.

1.3. The whole of the property in this Conveyance is subject to and with the benefit of the rights and liabilities of Charles Ewald Scarisbrick, as owner of the "Protected Land", and his successors under the Scarisbrick Estate Draining Act 1924. Please specify

(i) The extent to which the said rights and liabilities subsist.

(ii) The last time any rates payments and/or demands were made under the said Act and, if so, how much was paid and/or demanded and whether there are any arrears.

(iii) Whether any rights under the Act have been enforced and, if so, please specify (a) when and (b) which such rights were enforced and (c) by whom.

(iv) The nature and dates of any other subsisting liabilities arising under the said Act.

1.4. This Conveyance provides that certain parts of the property are subject to rights of drainage and with the benefit of reservations covenants and declarations contained in conveyances scheduled in the Fourth Schedule thereto.

1.4.1. The conveyance dated 15 April 1937

(i) grants a right of way between points D and E coloured brown on the plan to the east of the Sluice for the River Crossens Catchment Board the owners or occupiers and their respective indertenants and servants with all other persons who have or may thereafter have the like right (a) is the right still exercised and, if so, by whom? and (ii) whose responsibility is it to maintain the said right of way and pay for the same?

(i) The vendor believes such rights are exercised by the various tenants of the Estate.

(ii) The vendor believes the above tenants maintain in accordance with the Tenancy Agreement. The vendor believes the only third party concerned is the North West Water Authority.

1.2. The vendor is not aware but believes that the tenant of Holly Farm will have paid for all water consumed.

1.3. The vendors believes that the Scarisbricks have no retained land and all drainage rights now belong to the North West Water Authority. No drainage rates are paid to the Authority.

1.4.1.

1.4.1.

(i) The vendor believes that such rights are exercised by the North West Water Authority who maintain.

(ii) Provides that the said Board will at all times maintain certain fences in good repair and condition. Has this covenant been performed and, if not, please specify.

(ii) The vendor is not aware.

1.4.2. The conveyance dated 20 February 1948

1.4.2. The vendor is not aware.

(i) Grants and reserves certain rights to lay and maintain drainage pipes. Do these rights subsist and have the maintenance obligations been performed?

(ii) Imposes certain building restrictions and obligations on the County Council to maintain certain fences. Have these obligations been observed and, if not, please specify.

1.4.3. The conveyance dated 5 March 1948

1.4.3. The vendor is not aware.

(i) Reserves the right to lay and maintain drainage. Does this right subsist and have the maintenance obligations been performed.

(ii) Imposes certain building restrictions and obligations to maintain certain fences. Have these restrictions and obligations been observed? If not, please specify.

(iii) Is subject to the tithe redemption annuities and drainage rates. Do the same subsist. If so, please specify.

1.4.4. The conveyance dated 6 November 1974 provides that the County Council will take all necessary steps to prevent trespass on the adjoining land, will maintain a certain fence and a foul drain between points A and B on the plan. Have these covenants been performed and, if so, please specify.

1.4.4. The vendor is not aware.

1.4.5. In the conveyance dated 10 February 1953 the West Lancashire R.D.C. covenants to plant and replant certain trees, provide alternative drainage, erect and maintain certain fences and dig out clean and maintain a certain ditch. Have these covenants been performed and, if not, please specify.

1.4.5. The vendor is not aware.

1.4.6. The conveyance dated 29 May 1956

1.4.6. The vendor is not aware.

(i) Reserves rights of light air drainage and other easements and quasi easements then enjoyed. Do these rights and easements subsist and, if not, please specify.

(ii) Contains certain covenants by the North Western Electricity Board restrictive of user and building. Have these covenants been observed and, if not, please specify.

(iii) Contains covenants by the said Board to erect and maintain certain fencing and to maintain and plant certain thorn hedges and to keep the land conveyed clean and tidy. Have these covenants been performed and, if not, please specify.

1.4.7. The conveyance dated 2 August 1968
(i) Reserves a right of way and a right to construct a street. Do these rights subsist and, if not, please specify.

(ii) The River Crossens Drainage Board covenants to maintain certain stock proof fences. Has this covenant been performed and, if not, please specify.

1.4.8. Save as already stated in answers to enquiries 1.4.1 to 1.4.7, please specify any other rights reservations covenants and declarations which subsist, are capable of taking effect, relate to the property and which have not been observed.

1.5. This Conveyance is generally subject to and with the benefit of any other liabilities rights reservations covenants declarations wayleaves rentals easements and privileges relating to the property or of which the property conveyed has the benefit. Please specify any of the same which have not been set out hereinabove or hereinbelow.

1.6. This Conveyance is subject to and with the benefit of the existing agricultural tenancies cropping licence or other agreements of a like nature. Please specify any of the same, details of which have not already been provided.

2. The 18 March 1931 Conveyance

2.1. In this Conveyance the Scarisbrick Estate Drainage Commissioners covenant to repay to the vendor the proportion of the tithe or tithe rent charge or cost of redemption thereof. Has the tithe or tithe rent charge been redeemed? If so, when? If not, please specify the tithe payable and repayable.

3. The 10 October 1933 Conveyance

3.1. In this Conveyance the River Crossens Catchment Board covenants to refix and maintain a certain fence. Has the said Board performed this covenant?

1.4.7. The vendor is not aware.

1.4.8. The vendor is not aware.

1.5. The vendor is not aware of any such save as already disclosed but the purchaser takes subject to and with the benefit of any such rights subsisting.

1.6. See reply to 1.5.

2.1. The vendor believes that the tithe and tithe rent charge have been redeemed but are unaware of when they were so redeemed.

3.1. The rights and obligations of the River Crossens Catchment Board are now, the vendor believes, vested in the North West Water Authority. The vendor is unaware if the covenants have been performed.

4. The 16 August 1940 Conveyance

4.1. In this Conveyance the right to deposit sludge soil and refuse and related rights of entry are reserved. Do these rights subsist and, if not, please specify.

4.1. See reply to 3.1.

4.2. In this Conveyance the Borough of Southport covenants to erect and maintain certain fences. Has this covenant been performed and, if not, please specify.

4.2. The vendor is not aware.

5. The 14 June 1961 Conveyance

5.1. This Conveyance is subject to all rights or easements and tithe redemption annuity or annuities in respect of the property.

5.1. The vendor is not aware.

(i) Please specify the rights or easements (if any).

(ii) Please give details of the tithe redemption annuity or annuities payable.

6. The 14 April 1965 Conveyance

6.1. In this Conveyance Septimus Rostron & Sons Ltd. covenant to erect and maintain certain fences. Has this covenant been performed and, if not, please specify.

6.1. The vendor is not aware.

6.2. In this Conveyance Septimus Rostron & Sons Ltd. covenant to observe certain building restrictions as to the user of the property. Have these restrictions been observed and, if not, please specify.

6.2. The vendor is not aware.

7. The 22 April 1971 Conveyance

7.1. In this Conveyance certain rights of drainage and related rights of entry etc are reserved. Does these rights subsist and, if not, please specify.

7.1. The vendor is not aware.

7.2. In this Conveyance Crowder-Barden Construction Limited covenants to observe certain restrictive covenants and maintain certain fences. Have these covenants been observed and, if not, please specify.

7.2. The vendor is not aware.

8. The 9 March 1972 Conveyance

8.1. In this Conveyance Crowder-Barden Construction Limited covenants to observe certain restrictive covenants and maintain certain fences. Have these covenants been observed and, if not, please specify.

8.1. The vendor is not aware.

9. The 30 December 1973 Conveyance

9.1. This Conveyance reserves certain rights to light air drainage and support and other easements then enjoyed and rights of access to

9.1. The vendor is not aware.

effect repairs. Do the same subsist and, if not, please specify.

9.2. In this Conveyance Keith Lowry covenants to observe certain restrictive covenants. Have these covenants been observed and, if not, please specify.

10. The 19 June 1981 Conveyance

10.1. In this Conveyance John Darrell Melvin covenants within 80 years if required by notice in writing from the vendor to erect a certain fence. Has such notice been served? If so, has Mr. Melvin performed his obligation?

11. Schedule F acreages and tenancies.

11.1. This Schedule states that Robert Ball under a Lease dated 10 August 1973

(i) Holds 52.550 acres, whereas the Lease states 52.245 acres. Please explain this discrepancy.

(ii) At a rent of £3,800 at £72.31 per acre, whereas the last document concerning rent is an Agreement dated 25 August 1981 providing that the new rent is £2,850. Please explain the difference and supply any further documentation.

(iii) The acreages per Ordnance Survey numbers are different in this Schedule from those in the Lease. Please explain the discrepancies.

11.2. This Schedule states that Richard Braid under a Lease dated 2 February 1978

(i) Holds 9.76 acres, whereas the Lease states 9.85 acres. Please explain discrepancy.

(ii) At a rent of £780 at £79.91 per acre, whereas the last Agreement supplied dated 25 August 1981 states the rent as being £530. Please explain discrepancy and supply any further documentation.

11.3. This Schedule provides that Andrew Caunce holds land at Cabin Lane under a Licence dated 21 May 1985. This Licence is for a period of 18 months expiring on 13 September 1986. Does this Licence subsist and, if so, please explain.

11.4. This Schedule states that Thomas Aughton holds land at Fiddlers Ferry under a Deed dated 10 February 1978 and Tenancy dated 29 April 1969.

(i) Holds 1.690 acres as does the said Deed, whereas the said Deed suggests that

9.2. The vendor is not aware.

10.1. The vendor states that no such notice has been served but is unaware if Mr. Melvin has performed his obligation.

11.1.

(i) Resheduling onto National Grid Ordnance Survey from County Series.

(ii) We enclose Agreement dated 25th July 1984 between the Royal Bank of Scotland Plc (1) Robert Ball (2).

(iii) Resheduled.

11.2.

(i) Resheduled.

(ii) We enclose Agreement dated 28th March 1984 between The Royal Bank of Scotland (1) Richard Braid (2).

11.3. We enclose copy Agreement dated 20th March 1987 between the Royal Bank of Scotland Plc (1) Andrew Caunce (2).

11.4.

(i) Resheduled.

the acreage is 1.735. This may be a mathematical error within the Deed itself. Please explain the discrepancy.

(ii) At a rent of £125, whereas the said deed states it at £76 per annum. Please explain the discrepancy and supply any other documentation.

(iii) There is correspondence suggesting that Mr. Austin will surrender the tenancy. Please clarify whether this will proceed or not.

11.5. This Schedule states that Peter Bond, who held under a tenancy dated 26 November 1985, has died. Please provide names of personal representatives.

11.6. This Schedule states that Andrew Counce holds 94.850 acres under the Tenancy dated 5 August 1985, whereas the said Tenancy states the acreage at 95.580. Please explain discrepancy.

11.7. This Schedule states that Edward Neale Gregson holds under a Tenancy dated 16 September 1985 paying a yearly rent of £11,686, whereas the said Tenancy states a rent of £11,326. Please explain discrepancy and supply any further documentation.

11.8. This Schedule states that Norman Fiddler under a Tenancy dated 7 November 1972

(i) Holds 9.91 acres at Poultry Farmhouse, whereas the said Tenancy states the acreage at 9.981. Please explain discrepancy and supply any further documentation.

(ii) At a rent of £1,500, whereas the last memorandum supplied dated 1 December 1977 states that the rent is £1,000 per annum. Please explain discrepancy and supply any further documentation.

(iii) The acreage by reference to the Ordinance Survey numbers in this Schedule are different from those set out in the said Tenancy. Please explain discrepancy.

11.9. This Schedule states that John Richard Rimmer, under a Tenancy dated 16 April 1958,

(i) Holds 13.690 acres at Vicarage Farm Land whereas the said Tenancy states the acreage at 13.514. Please explain discrepancy.

(ii) At a rent of £1,030 per annum, whereas the last rent increase memorandum dated 14 March 1947 states the rent at £540.40.

(ii) The vendor confirms that the current rent demanded and paid is £125. per annum.

(iii) Mr. Austin is no longer in occupation of the property but the surrender document is not yet signed. The vendor states that an offer for the property has been received.

11.5. The deceased's son, Russell Bond and the deceased's wife. The vendors state that R. Bond has applied to the Lands Tribunal for a new tenancy.

11.6. The vendor is pursuing this matter.

11.7. The vendor confirms that the rent demanded and paid is £11,686 p.a.

11.8.

(i) Rescheduled.

(ii) The vendor confirms that the current rent demanded and paid is £1500.

(iii) Rescheduled.

11.9.

(i) Rescheduled.

(ii) We enclose Agreement dated 26th July 1984 between The Royal Bank of Scotland Plc (1) J.R. Rimmer (2).