

DATED 6th April 1979

THE ROYAL BANK OF SCOTLAND
LIMITED

to

D.A. BATTERSEY

COUNTERPART LEASE

of Cross Bank Cottage and
land adjoining and of sporting
rights over Scarisbrick Estate
at Crossens and Banks in the
Counties of Merseyside and
Lancaster

T H I S L E A S E made the Sixth day of April

One thousand nine hundred and seventy-nine B E T W E E N

THE ROYAL BANK OF SCOTLAND LIMITED (as custodian of THE

D.C.L. AND ASSOCIATED COMPANIES PENSION SCHEME) whose

registered office is at 42 St. Andrews Square Edinburgh

Scotland (hereinafter called "the Landlord") which expression

shall where necessary include its successors and assigns of

the one part and DAVID R. BATTERSEY of Hornby Castle

Hornby near Lancaster (hereinafter called "the Tenant") which

expression shall where necessary include his executors

administrators and assigns of the other part

WITNESSETH as follows

1. In consideration of the rent and covenants on the part of the Tenant and the conditions hereinafter contained the Landlord HEREBY DEMISES AND GRANTS unto the Tenant ALL THAT land forming part of the Landlord's Scarisbrick Estate situate at Crossens in the Metropolitan District of Sefton in the County of Merseyside and at Crossens and Banks in the District of West Lancashire in the County of Lancaster as is more particularly shown coloured pink on the plan annexed hereto including the rearing field and cottage situated thereon known as Cross Bank Cottage (all hereinafter together referred to as "the Property") TOGETHER WITH ALL such rights (hereinafter called "the sporting rights") as are vested in the Landlord of shooting and of the right and privilege of sporting (excluding fishing) in a proper manner all manner of game ground game and wild fowl and of trapping vermin in or upon the said Estate shown for identification purposes only edged black (in solid and broken lines) on the said plan (hereinafter called "the Estate") and comprising a total area of 835 acres or thereabouts EXCEPT AND RESERVING unto the Landlord and any persons whom it may permit at all times the exclusive right of hunting foxes and other beasts of the chase

together with the right to enter the woodlands on the Estate in order to carry out normal forestry operations TO HAVE AND TO HOLD the Property and the sporting rights unto the Tenant from the First day of March 1979 until (and including) the First day of February 1980 YIELDING AND PAYING therefor the rent of ONE THOUSAND TWO HUNDRED POUNDS (£1,200.00) payable in advance on the date hereof without any deduction or abatement whatsoever unto the Landlord or to its Agent or Agents for the time being

2. THE TENANT HEREBY COVENANTS with the Landlord in the manner following namely that he

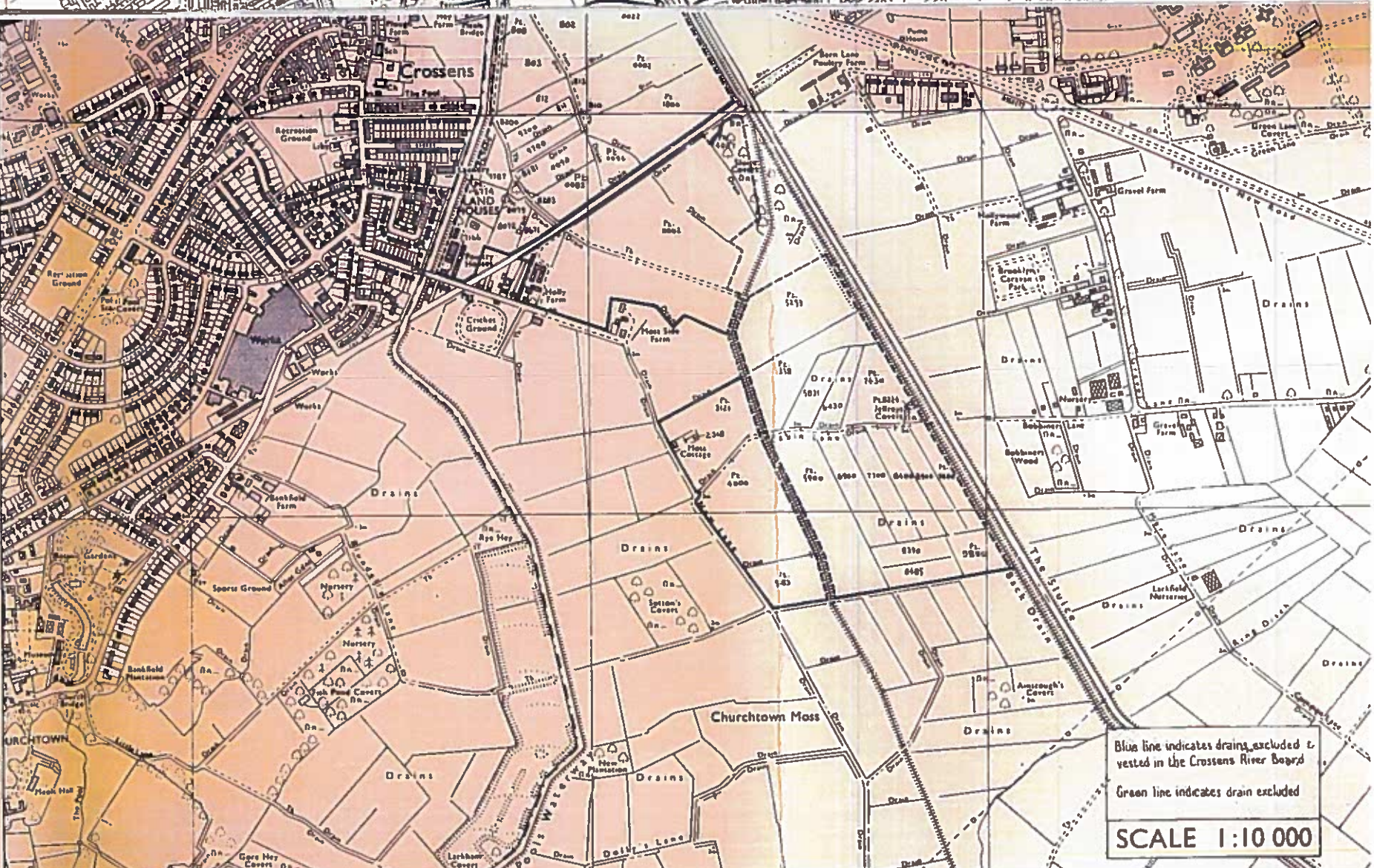
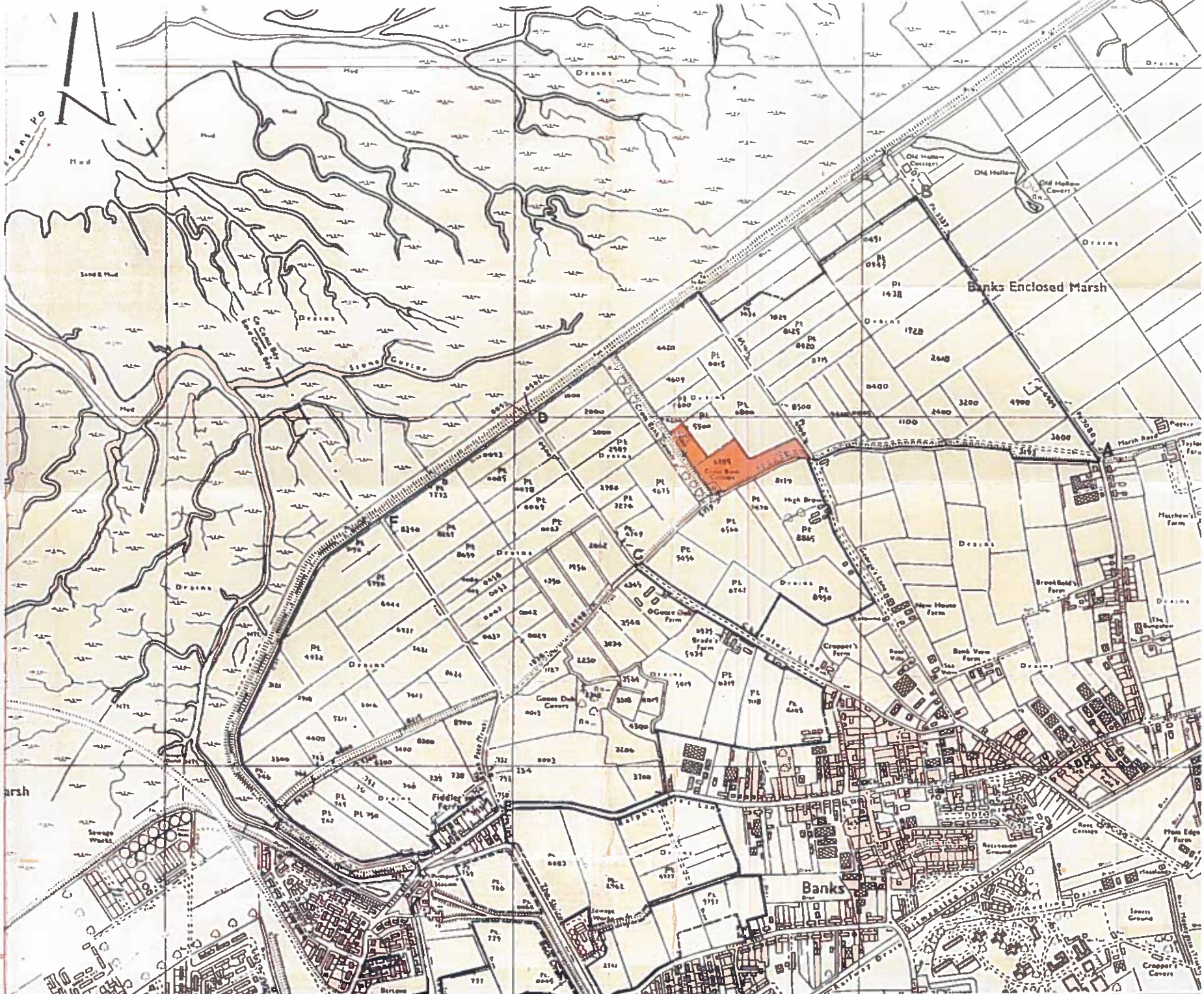
(1) will during the said term pay the said rent hereby reserved at the time and in the manner hereinbefore mentioned

(2) and will at all times during the said term bear and pay all rates and contributions in lieu of rates taxes assessments duties and outgoings whatsoever charged assessed or imposed in respect of the Property rights and privileges hereby demised and granted upon the owner or occupier thereof or any part thereof

(3) and will at all times during the said term exercise the sporting rights in a fair gentlemanly and sportsmanlike manner and at proper seasons of the year and will refrain from shooting on Sundays

(4) and will use his best endeavours properly to control all ground game and exterminate as far as possible all magpies jays carrion crows and other vermin PROVIDED THAT the Landlord or one person authorised by it shall have the right to take steps to control and exterminate ground game and vermin as above by legal methods by day notwithstanding this covenant by the Tenant

(5) and will not at any time kill any protected birds or animals nor allow others to do so or damage molest or destroy the nests of any such protected birds but will take all



Blue line indicates drains excluded & vested in the Crossens River Board
 Green line indicates drain excluded
SCALE 1:10 000

reasonable steps to protect the same

(6) and will not at any time kill any badgers on the Estate

(7) and will not at any time assign sublet or part with possession of the whole or any part of the Property

(8) and will not at any time permit more than ten guns to be used on the Estate except in the case of organised vermin shooting within the control and in the presence of the Tenant

(9) and will use his best endeavours to prevent trespassing and poaching and if necessary at his own cost prosecute any offenders

(10) and will forthwith indemnify the Landlord against any claim for damage to the said woodlands or to property stock or crops of any farm tenant or any other person (in

accordance with Section 14 of the Agricultural Holdings Act 1948 or otherwise) and against claims of any other nature arising out of the exercise or purported exercise of the sporting rights

(11) and will ensure that all persons exercising the sporting rights on the Estate in accordance with this Lease are in possession of current shotgun certificates fire-arms certificates and/or game licences as appropriate or any other certificates or licences as may be necessary from time to time in the exercise of the sporting rights

(12) and will keep records of all game ground game and wildfowl killed on the Estate during any season during the said term and submit these to the Landlord's Agents for the period up till the First day of February 1980 before the end of that February

(13) and will not light fires or do anything which might increase the risk of fire nor leave any gates open

(14) and will at all times during the continuance of the term hereby granted carry out such keeping duties on the Estate as may be necessary properly to rear and preserve an

(15) and will not rear or cause to be reared on the Estate an excessive head of game and that he will before the First day in April submit to the Landlord in writing his proposals for the numbers to be reared in the following season and the Landlord may at its reasonable discretion within 28 days of receiving such proposals refuse in writing to permit such numbers to be reared due to the risk of disease or damage to farm crops

(16) and will immediately notify the Landlord of any outbreak of any notifiable disease amongst the game on the Estate and will at his own expense take all necessary steps to control and stamp out such outbreak

(17) and will at all times during the continuance of the said term employ and pay the wages of a Head Keeper and such assistants if any as may be necessary properly to rear and preserve an adequate stock of game on the Estate having regard to the type of land and farming operations carried out thereon

(18) and will not allow the said cottage to be occupied by anybody whatsoever other than a Keeper employed by him under the terms hereof and that any such Keeper shall occupy the same on the terms of a service occupancy without payment of any kind

(19) and will keep the said cottage in all respects in good tenantable repair and condition and forthwith repay the Landlord's costs of insuring the same to the full rebuilding value thereof during the said term and that the Landlord or its Agents for the time being may enter and inspect and take a schedule of condition from time to time on reasonable notice being given and that in the event that any want of repair be found the Tenant will immediately on receiving

notice thereof cause all necessary works of repair to be carried out at his own cost and in the event that the same are not so carried out the Landlord or its Agents may cause the necessary works to be done and may recover the cost thereof from the Tenant as rent in arrears

(20) and will use the said rearing field for the sole purpose of rearing game for use on the Estate by the Tenant and will at all times cause the field to be kept neat and tidy and at the expiration of the said term will leave the same in good heart and condition

(21) and will immediately notify the Landlord of any outbreaks of any notifiable disease amongst the game on the Estate and will at his own expense take all necessary steps to control and stamp out such outbreak

(22) and will keep all rides and paths in the woodlands on the Estate properly trimmed from time to time

(23) and will at the expiration or determination of the said term for whatever reason deliver up to the Landlord the Property with vacant possession unless the Landlord may otherwise agree in writing together with the sporting rights and will leave on the Estate a stock of game equivalent to that left on the Estate at the end of the previous season and in the last year of the term will not shoot any hen pheasants after the First day of January

3. THE LANDLORD HEREBY COVENANTS with the Tenant that it will permit the Tenant if he shall pay the rent and perform and observe the covenants on his part herein contained quietly to enjoy the Property and rights hereby demised and granted without interruption from the Landlord or any person rightfully claiming under or in trust for it

4. PROVIDED IT IS HEREBY FURTHER AGREED as follows

(1) The Landlord shall not be liable for any work carried out by forestry or timber contractors which may be

detrimental to the shooting or for the removal of hedges and acts of husbandry carried out by farm tenants and in this event no rent abatement shall be allowed

(2) If the rent or any part thereof shall remain unpaid for twenty one days after the due date or the Tenant shall fail to perform or observe any of the covenants in this Lease or shall become bankrupt or enter into any composition with his creditors it shall be lawful for the Landlord at any time thereafter to serve on the Tenant notice in writing determining this Lease and the Lease shall cease and everything herein shall become void without prejudice to the accrued right of action of the Landlord in respect of any breach of covenant by the Tenant and the whole of the rent for the current year shall be retained by the Landlord

(3) The Landlord may determine the sporting rights granted over the Estate or any part thereof at any time upon the Landlord or the Landlord's Agents sending to the Tenant three months previous notice in writing and making reasonable allowance for areas in excess of 10 acres either by substitution of other land or by reduction of rent PROVIDED THAT the amount to be determined in case of differences by a single arbitrator nominated by the parties and failing agreement by the President for the time being of the Royal Institution of Chartered Surveyors AND PROVIDED FURTHER THAT if any notice is served by the Landlord whereby the sporting rights are only exercisable over three eighths of the area of the Estate the Tenant shall have the right to determine this Lease by giving to the Landlord or the Landlord's Agents one month's notice in writing to expire on the same expiry date as the Landlord's notice

I N W I T N E S S whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenant has set his hand and seal the day and year first before written

SIGNED SEALED AND
DELIVERED by the said
DAVID R. BATTERSEY in the
presence of

David R. Battersey

J. B. Stafford
Secretary - 14.3.79.

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