

<b>No.</b>	<b>OBJECTIONS</b>	<b>ADDRESS</b>
1	Environment Agency	Richard Fairclough House Knutsford Road Warrington WA4 1HT
2	Southport Land and Property Company Limited	c/o ET Landnet Limited The Quarry Office Pen Y Garn Cefneithin Llanelli SA14 7EU  Ref: MW/STO/002/1

creating a better place



Lancashire County Council  
PO Box 78  
County Hall  
Preston  
PR1 8XJ

**Our ref:** TW/03/03/01/EST  
**Your ref:** LSG4/MB3/5.46086/MB3  
**Date:** 7 February 2014

FAO Megan Brindle – Paralegal

By email and post

Dear Sirs

**WILDLIFE AND COUNTRYSIDE ACT 1981 – PART III  
CLAIM FOR DEFINITIVE MAP MODIFICATION ORDER  
6 CLAIMED FOOTPATHS, NORTH MEOLS, WEST LANCASHIRE**

We are in receipt of your letter dated 15 January 2014 (received 20 January) advising of six footpath applications on land in the ownership of the Environment Agency.

In considering any right of way application on its land, the Environment Agency would have to assess the impact on the integrity of the flood defence asset and the management/maintenance thereof, potential health and safety liability as well as the impact on the existing users, occupiers and/or tenants of the asset. Five of the proposed footpaths will impact the coastal flood embankment and the sixth is adjacent to the waterway known as The Sluice.

The plans, enclosed in your letter, show the route of the existing footpath along the sea embankment (FPs 38, 39 and 40) to be at the foot of the embankment on the landward side. It was our understanding that the footpath was at the crest of the embankment, which is currently used by the public and as such it is on this basis we respond. Please confirm the correct route of these paths from the definitive plan and description.

We return copies of the plans as requested, on which we have shown the extent of the land in the Agency's ownership, shaded in red.

In response to each of the six proposed footpath applications in the order of your letter:

**1. Claimed Public Footpath from George's Lane to New Embankment** – this proposed footpath joins the embankment where there is a ramp up the side of the embankment. The crest of the embankment could be accessed easily without creating significant health and safety risk or potential risk to structure to the embankment. Therefore the Agency has no objection to a footpath in this location.

Richard Fairclough House, Knutsford Road, Latchford, Warrington, Cheshire, WA4 1HT.  
Customer services line: 08708 506 506  
Email: enquiries@environment-agency.gov.uk  
www.environment-agency.gov.uk



**2. Claimed Public Footpath from Charnley's Lane to New Embankment** – at this location, there is no ramp up the side of the embankment. Consequently any new footpath will have the following implications:

- Any access would be directly up the side of the flood defence, which is steep and would potentially be a health and safety liability.
- Such access would result in damage to the structure of the asset which is an active flood defence.
- Any structure installed to facilitate access up the side of the embankment (eg. steps) will interfere with necessary operations by the Agency to maintain the flood defence (such as routine mowing, vermin & weed control and repairs).

Therefore the Agency objects to a footpath application in this location.

**3. Claimed Footpath from a point on PF 40 to BW 47 North Meols** - The comments to 1. above apply in this location and therefore the Agency has no objection to a footpath in this location.

**4. Claimed Footpath from Ralph Wife's Lane to Station Road** – The Agency do not own the complete route of this proposed path and assume that the neighbouring landowner has been notified. This route has never been used legally as a path.

Other than the Agency staff and their contractors, the only other people authorised to access this land are the members of the Southport and District Angling Association. The Association has the fishing along the watercourse at this location on a long lease (25 years) and any path in this location will significantly disrupt their use of this land. I would be grateful if you could please confirm that you have formally notified the Angling Association of this proposal.

Creation of a footpath will have the following implications:

- Trespass on to the adjacent water course (eg swimming, canoe/boat launching etc.), vandalism and illegal fishing.
- Health and Safety liability as a result of legal and illegal use of the access to the public, occupiers and Agency staff.

c) Interference with the Agency's operations on site.

d) Interference with the Angling Association's use of the site

To prevent unauthorised access, various signs have been in place for some time, erected by both the Agency and the Angling Association (please see attached). Furthermore access on to the proposed path from Station Road is obstructed by metal railings and a locked gate. It should be noted that on the Ralph's Wife's Lane end of the proposed path, there is a sign restricting access, which had been erected by the neighbouring owner some time ago.

Therefore the Agency objects to a footpath application in this location.

Cont/d..


2

**5. Claimed Footpath from a point on BW 47 to PF 40 North Meols** - The comments to 2. above apply in this location and therefore the Agency objects to a footpath in this location.

**6. Claimed Footpath from a point on BW 48 to PF 38 (39?) North Meols** - The comments to 2. above apply in this location and therefore the Agency objects to a footpath in this location.

We trust that this is the information you require in relation to these applications. If you require further information or wish to discuss this further, please contact me on the addresses below.

Yours faithfully



**Tim Whiskard**  
Estates Surveyor

Tel: 01925 542603

E-mail: [tim.whiskard@environment-agency.gov.uk](mailto:tim.whiskard@environment-agency.gov.uk)

File Message Help Tell me what you want to do

**RE: 6 claimed footpaths, North Meols, Lancashire**

Brindle, Megan  
To: tim.whiskard@environment-agency.gov.uk

Tue 18/02/2014 10:22

North Meols claim Plan 1.pdf  
.pdf File

North Meols claim Plan 2.pdf  
.pdf File

Extract of the Definitive Map (First Review).pdf  
.pdf File

Dear Mr Whiskard,

I thank you for your e-mail and for the attached documents. I have now received a response from the Rights of Way Officer dealing with this matter, I also attached further documents.

1. The attached extract of the Definitive Map of Public Rights of Way (First Review) shows the legally recorded route of Public Footpaths 38, 39 and 40 North Meols. The map shows the footpath at the foot of the embankment on the landward side. This is the legally recorded position of the public footpath and it is this route that is shown on the consultation plans originally sent out to the Environment Agency and also on the attached plans titled North Meols claim Plan 1 and Plan 2 – on which the claimed routes are shown to connect to the public footpath at points O, G, R and D. However, it should be noted that at point M the route of Public Footpath 40 appears to coincide with the top of the embankment for a short distance.

On the ground it appears that the public walk along the top of the embankment (presumably to obtain a view out across the marsh) but this route is not legally recorded as a public footpath.

The Definitive Statement that accompanies the Definitive Map describes the routes of Public Footpaths 38, 39 and 40 as being 'along the embankment' but does not specify whether it is along the top or bottom. I have also checked the Parish Survey map, Draft Map, Provisional Map and Original Definitive Map which preceded the Definitive Map (First Review) and all show the route of the public footpath at the foot of the embankment on the landward side.

The objections raised by the Environment Agency to the recording of three of the claimed routes that connect to the New embankment appear to relate to concern about the public walking up the embankment to gain access to the top of the embankment and in particular, concern about the installation of a structure in the embankment to facilitate access up the side of the embankment. Access up the side of the New embankment is not included as part of the claims for the routes shown between points E-F-G and P-Q-R although it could be assumed that the public may walk up the banking to gain access to the unrecorded route along the top of the embankment.

2. The claimed footpath from Ralph's Wife's Lane to Station Road

The Southport and District Angling Association have been notified of the claim and have responded to the County Council's informal consultations.

I note that the Environment Agency refer to the erection of signs and a locked gate and state that the signs have been in place for 'some time'. If the Environment Agency could provide any details regarding the dates that signs were erected or replaced it would be helpful.

Similarly, if the Environment Agency could provide any further details regarding the lease of fishing and access rights to the Southport and District Angling Association that too would be helpful. The Environment Agency state that the Association has a 25 year lease but it would be useful to know when this lease started and whether any formal leases existed with them prior to the current one.

In view of the information provided, please can you let me know if you have any further comments or observations to make.

Kind regards

Megan

Megan Brindle  
Paralegal Officer  
County Secretary and Solicitors Group  
Office of the Chief Executive  
Lancashire County Council  
Telephone: 01772 (5)35604

File Message Help Tell me what you want to do

**RE: 6 claimed footpaths, North Meols, Lancashire**

Brindle, Megan  
To: tim.whiskard@environment-agency.gov.uk

Wed 19/03/2014 14:03

**From:** Whiskard, Tim J [mailto:tim.whiskard@environment-agency.gov.uk]  
**Sent:** 06 March 2014 11:04  
**To:** Brindle, Megan  
**Cc:** Johnson, Andrew  
**Subject:** FW: 6 claimed footpaths, North Meols, Lancashire

Dear Ms Brindle,

Thank you for your email below in response to my letter dated 7 February 2014. In response in the order of your message:

1. I note that the route of the of the Public Footpaths 38, 39 and 40 North Meols on the Definitive Map largely run along the foot of the embankment on the landward side. It would appear that most users of the footpath prefer to walk along the crest of the embankment presumably for the view, which we have no objection.

In theory, we would have no objection to the new footpaths in view of the location of the definitive route. However, we still are concerned that the public will disregard the correct path and continue up the side of the bank to the crest. As stated in my letter, this could result in a health and safety liability in view of the steepness of the bank causing potential injury and potential damage to the bank which is an active flood defence.

This is not a problem at Points D and M (on your plan) where there are ramps up the side of the embankment, which should assist safe access. However as referred to in my letter, we have concerns over the other three paths (Paths INO, EFG and PQR) for this reason.

If the Council could produce some workable solution to prevent any access up the bank in these locations without impacting on the Environment Agency's (EA) management of the asset, then the EA would be prepared to withdraw their objections to the three paths. However, we do not consider that appropriate signing showing the definitive path would deter walkers from accessing the bank.

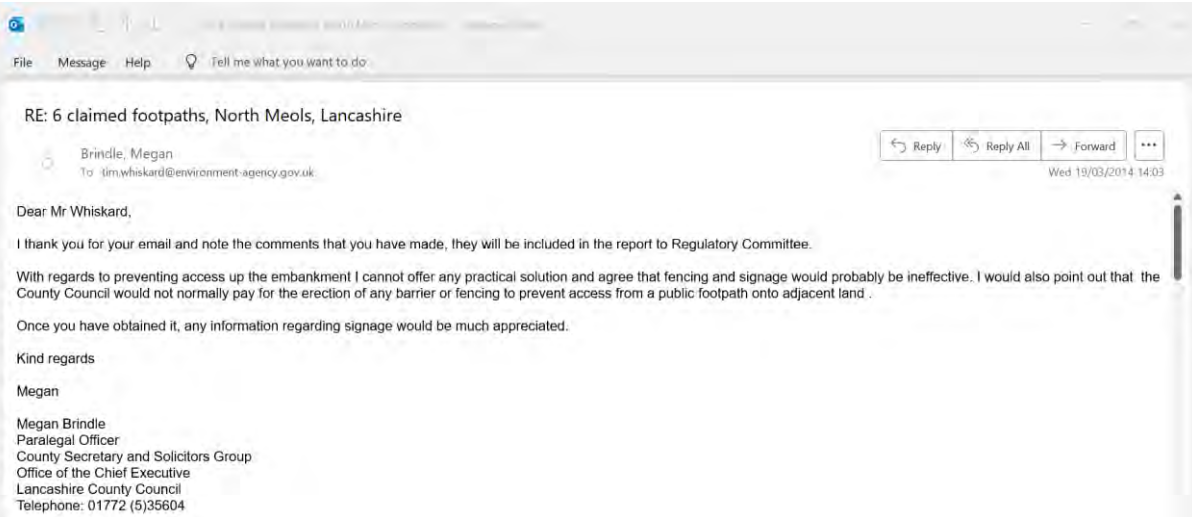
2. I note that the Angling Association have been informed of the application. Southport and District Angling Association have been leaseholders for over 30 years. The lease was renewed for a further 25 years commencing January 2008.

I have requested details of signage and locked gates from my colleagues in Operations Delivery and Asset Management. However, this will be delayed due to emergency asset inspections with the army as a consequence of recent events or secondments to other parts of the country due to the recent flooding. I will forward this as soon as it is to hand.

In the meantime, I trust that the above details will assist you in this matter.

Kind regards

Tim Whiskard



RE: 6 claimed footpaths, North Meols, Lancashire

Brindle, Megan  
To: tim.whiskard@environment.agency.gov.uk

Reply Reply All Forward ...

Wed 19/03/2014 14:03

Dear Mr Whiskard,

I thank you for your email and note the comments that you have made, they will be included in the report to Regulatory Committee.

With regards to preventing access up the embankment I cannot offer any practical solution and agree that fencing and signage would probably be ineffective. I would also point out that the County Council would not normally pay for the erection of any barrier or fencing to prevent access from a public footpath onto adjacent land .

Once you have obtained it, any information regarding signage would be much appreciated.

Kind regards

Megan

Megan Brindle  
Paralegal Officer  
County Secretary and Solicitors Group  
Office of the Chief Executive  
Lancashire County Council  
Telephone: 01772 (5)35604

RE: Banks Enclosed Marsh

Whiskard, Tim <tim.whiskard@environment-agency.gov.uk>  
To: Elliott, Jayne

Reply Reply All Forward

This sender tim.whiskard@environment-agency.gov.uk is from outside your organisation.  
Follow up. Start by 03 March 2025. Due by 03 March 2025.  
You replied to this message on 04/03/2025 08:52.

Proposed footpaths North Meols.pdf .pdf File  
New footpaths.pdf .pdf File  
Document 2 - North West byelaws - with redactions blacked out.pdf .pdf File

From: Elliott, Jayne <Jayne.Elliott@lancashire.gov.uk>  
Sent: 25 February 2025 19:26  
To: Whiskard, Tim <tim.whiskard@environment-agency.gov.uk>  
Subject: Banks Enclosed Marsh

You don't often get email from jayne.elliott@lancashire.gov.uk. Learn why this is important

Hello Tim,

Further to my email this morning I am contacting you with regards to an Order (copy attached) that we are currently in the process of preparing for submission to the Planning Inspectorate. The Order was made in 2014 and advertised in 2015.

The Environment Agency were consulted prior to the Order being made and then notified as an affected landowner once it had been made.

Whilst we have a record of the EA originally objection to the applications in 2013 we have no record of a formal objection being made. Having read through the relevant correspondence I am emailing to check with you that a decision was made not to object to the Order when it was made.

The original concerns submitted by the EA related to the fact that there were no ramps up the side of the embankment to access the crest of the embankment at 3 of the 5 locations where the order routes connected to the public footpath along the New Embankment.

The Orders were made on the basis that public footpath rights already existed along the 5 routes as evidenced by a substantial amount of user evidence between 1978 and 1998. In a response to the concerns submitted by the EA prior to the Order being made it was explained that the recorded route of the public footpath along the New Embankment ran along the base of the landward side of the Embankment and not along the top (where people actually now walk).

The response from the EA indicated that they wouldn't object to the Order if the County Council and no objection was received.

My query regarding the NW bylaws partly refers to this Order as we received objections on the basis that the routes should be recorded as bridleways – although there was no suggestion that there was a claim that horses had used the New Embankment itself.

If you could assist with regards to the bylaws and confirm the EA stance regarding the Order I would be grateful.

Kind Regards,

Jayne Elliott

RE: Banks Enclosed Marsh

Whiskard, Tim <tim.whiskard@environment-agency.gov.uk>  
To: Elliott, Jayne

Reply Reply All Forward

This sender tim.whiskard@environment-agency.gov.uk is from outside your organisation.  
Follow up. Start by 03 March 2025. Due by 03 March 2025.  
You replied to this message on 04/03/2025 08:52.

Proposed footpaths North Meols.pdf .pdf File  
New footpaths.pdf .pdf File  
Document 2 - North West byelaws - with redactions blacked out.pdf .pdf File

Good afternoon Jayne,

Thank you for your two email messages concerning the proposed public footpaths over Banks enclosed Marsh. I can confirm that the Agency's objections over these applications, as outlined in my letter of the 7<sup>th</sup> February 2014 remain unchanged.

I note there is interest in establishing a bridleway along the routes proposed. The proposed routes (as shown numbered 1, 2, 3, 5 and 6) are on land owned by a third party. However, as stated, the Agency's concern is where these paths join on to Agency's land, namely the coastal embankment. The King Charles III England Coast Path runs along the foot of this embankment. This Coast Path is a public footpath and not a bridleway. Therefore if the proposed routes are designated as bridleways, what would the situation be when it reaches the Agency's land? Will horse riders etc. just turn round or continue on to the coast path?

The Agency's embankment is an important coastal defence and the Land Drainage byelaws still apply (Para 25/c/6). Whilst the coast path route is at the foot of the embankment, we note that users tend to walk along the crest to enjoy the views of the outer marsh and estuary.

No doubt the creation of a bridleway along the proposed routes will encourage riders/cyclists to access on to the embankments. These flood/coastal defences are high raised embankments (higher than the raised defences adjacent to the Sluice) with steep sides. Therefore any access by horses will result in damage to bank sides, the crest height, the base of the embankment as well as presenting a significant health and safety risk.

Consequently, the Agency would resist any access by horse riders in the vicinity of the embankment and should the Order be modified to allow a bridleway along the proposed routes, appropriate barriers/gates should be erected to prevent access by horse riders etc. onto the coastal embankment and the Coast Path.

Summary and conclusions of the objection submitted by Yates Barnes Solicitors on behalf of Southport Land & Property Company Ltd

Yates Barnes Solicitors confirm that a deposit under Section 31(6) of the Highways Act 1980 was made in January 1998 and that any evidence and events post 1998 should be ignored. The embankment to the north is owned by Natural England which has signage adjoining the embankment erected by Natural England confirming that the land (Embankment) is private land.

The embankment encased new land to be drained under the Scarisbrick Estate Drainage Act of 1924 which gave to the commissioners statutory rights access to the land for statutory purposes only.

In May 1946 a Tenancy Agreement imposed an obligation upon tenant farmers to prevent to the utmost of his power any new footpaths or encroachments or easements being made over the Holding and to do his best to prevent trespass over any part of the holding. This is in other tenancies also that it is fanciful to imagine that the tenants have ignored such obligations.

Tracks have been used for farm access consistently with an intention not to dedicate them for public use.

The lease of Sporting Rights relates to the whole estate and contains a covenant the "he will use his best endeavours to prevent trespassing and poaching and if necessary at his own cost prosecute any offenders". It is considered such lease dates back to 1923.

Substantial evidence has been adduced by the landowner demonstrating that both private associations and public bodies have required permission to access the tracks.

There is reference in documents to the estates roads and they were acknowledged to be private.

On Conveying part of the land in 1968, 1978 and 1979 private rights of way were granted indicating no public rights existed.

Permission has been sought on George's Lane for access by the Nature Conservancy Council all of which demonstrate beyond any doubt that all parties regarded the Land and the farm tracks as private land and that specific permission was required for access thereto.

There is no mention of any paths shown on the local plan proposals map, nor are they mentioned in a 1990 report by professional surveyors or in 2001 in the Planning Inspectorate's Decision following a public inquiry into the bridleway to the south. It is however difficult to avoid the conclusion that the recollections of the Applicant's witnesses may be coloured by their desire to secure what they may perceive to be a "victory" over Mr Godfrey Crook. The evidence of continuing vandalism referred to by the landowner's witnesses with consequential Police enquiries and prosecution in one instance, are matters that cannot be entirely overlooked when assessing the value of witness testimony.

Yates Barnes Solicitors have considered some witnesses and state a number of witnesses would undoubtedly have enjoyed access over the farm tracks to visit relatives no doubt on a regular basis, or as employees or perhaps as members of a permitted group. Equally, the landowner does not doubt some members of the public, perhaps more in their youth, would have used or played upon the land and farm tracks but it is submitted such user was not "as of right". The landowner would suggest that given the land has for generations been farmed on an intensive scale, was continually occupied by tenant farmers and a game keeper it is extremely unlikely that trespassers would have been ignored or tolerated and that the

recollections of the Landowner's witnesses in advising any strangers that they were trespassing and the land was private is more consistent with the reality on the ground. If provisions of section 31 contended to be able to be satisfied then it is necessary to make the following assumptions:

- i. The tenant farmers have for generations ignored their contractual obligations relating to rights of way and trespass;
  - ii. The Sporting Rights tenant and Gamekeeper ignored their contractual obligations to prevent rights of way and trespass;
  - iii. At some stage the River Crossens Drainage Board and/or the Nature Conservancy Council and/or Natural England and/or the Southport & District Wildfowlers Association were all mistaken in believing the farm tracks were private roads that required permission from the landowner for their use;
  - iv. The Landowner tolerated the breaches of contractual obligations referred to above and took no action on its behalf to prevent trespass;
  - v. The absence of any documentary record or reference to the contrary to the Landowner's submissions cannot be explained;
  - vi. The statutory declarations commencing in 1998 made by the Landowner were false.
- Yates Barnes Solicitors have submitted 15 exhibits to support their objection and 12 witness statements. The exhibits are listed below:

1. 1968 Conveyance
2. 1978 Conveyance
3. 1979 purchase agreement
4. 1987 Specific Enquiries
5. Official copy of register of title LA573927
6. Copy of a letter to Mr Crook with LCC response to any rights of way over his land
7. Lease between Sporting rights and landowner
8. Letter to Southport & District Wildfowlers Association asking whether they are prepared to authorise the use of George's Lane
9. Letter from River Crossens Drainage Board to Southport & District Wildfowlers Association, the board indicated their willingness to grant permission to members of the association to pass on foot over the board's sea embankment
10. 1979 Agreement granting permission to pass and re-pass on foot and not otherwise over the embankment owned by the board
11. Letter dated 12 August 1979 setting out the rule for shooting on the marsh identifying various access points to the Marsh including "E. George's Lane.... NO OTHER ACCESS POINTS TO BE USED"
12. Northern Parishes Local Plan
13. Report from Smith Hodgkinson McGinty
14. Letter from LCC confirming the new embankment is now in the ownership of Natural England
15. Copy of leaflet



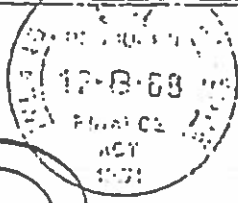


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# Bill of Landedance

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Dorland  
Produced by  
Says  
of Bank  
2 pages  
bills  
Says  
we  
bank  
Regulation  
Admission  
11/8/78

is made the *second* day of *August* One thousand,  
 nine hundred and sixty-eight BETWEEN DENNIS HUMBERT  
FOX-MALE of 2 Raymond Buildings Grays Inn London W.C.1  
 Solicitor and DAVID DRUMMOND of 2 Raymond Buildings  
 Grays Inn London W.C.1 Solicitor (hereinafter called  
 "the first Vendors") of the first part DOUGLAS JAMES  
WATHERSTON ERYBUEGH of 2 Raymond Buildings Grays Inn  
 London W.C.1 Solicitor and the said DENNIS HUMBERT  
FOX-MALE (hereinafter called "the second Vendors")  
 of the second part and RIVER CROSSENS DRAINAGE BOARD  
 whose Office is situate at Westminster Bank Chambers  
 Lord Street Southport in the County of Lancaster  
 (hereinafter called "the Purchasers") of the third  
 part

WITNESSETH as follows:

1. IN consideration of the sum of Three hundred Pounds  
 paid by the Purchaser as to Two hundred and ninety-five  
 Pounds part thereof to the first Vendors and as to  
 Five Pounds the remainder thereof to the second Vendors  
 (the receipt of which several sums the first and second  
 Vendors hereby respectively acknowledge)



332

333

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750

759

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1172

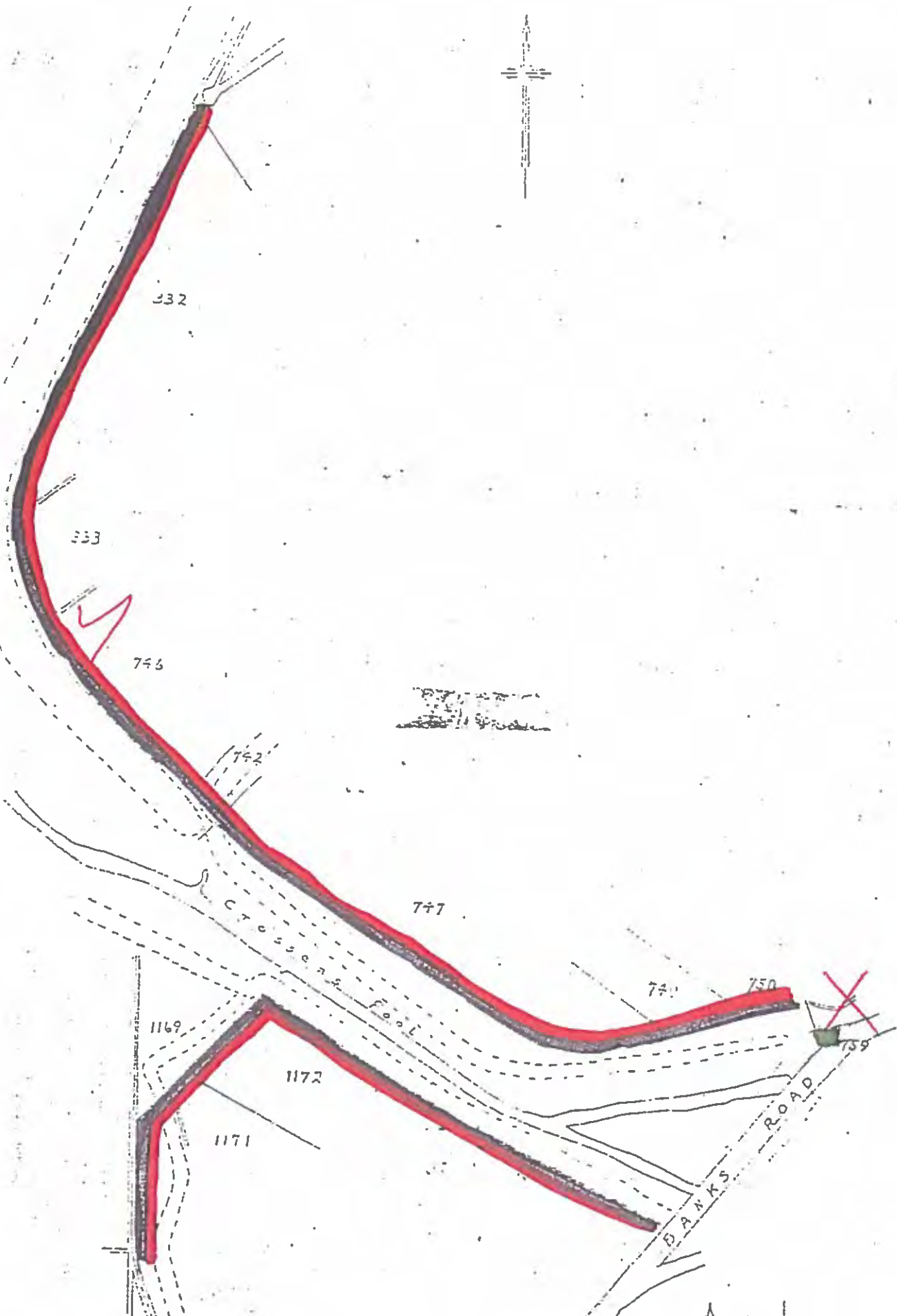
1171

Cressens Pool

DANKS ROAD

Scale 1/2500

Richard  
E. Wright



(i) The first Vendors as Trustees hereby convey unto the Purchasers ALL THOSE several plots of land situate to the west of Banks Road in the parishes of Southport and North Meols in the said County of Lancaster short particulars whereof are set out in the First Schedule hereto and which are more particularly delineated in the plan hereunto annexed and coloured red and identified by the Ordnance Survey Field numbers referred to in the said First Schedule TO HOLD the same unto the Purchasers in fee simple Excepting and Reserving unto the Vendors and their successors in title

(a) a right of way for themselves their tenants and other persons authorised by them over the platts leading to the adjoining lands of the Vendors.

(b) the right to construct a street or streets across the watercourses between the Ordnance Survey Field Numbers 1169 and 1171/1172 (referred to in the First Schedule hereto) to connect the land retained by the Vendors to the north west of the watercourses to the land retained by the Vendors to the south east of the watercourses

(ii) The second Vendors as trustees hereby convey unto the Purchasers ALL THAT plot of land containing .019 acres and being part of Ordnance Survey Field Number 759 in the 1928 edition and being part of the northerly plot of land referred to as coloured green on the plan annexed to an Agreement made the twentieth day of February One thousand

nine hundred and thirty-eight between Charles Ewald Scarisbrick of the one part and the County Council for the Administrative County of the County Palatine of Lancaster of the other part and which said plot of land is coloured green on the plan annexed hereto TO HOLD the same unto the Purchasers in fee simple

2. THE Purchasers hereby covenant with the First Vendors that the Purchasers will henceforth maintain stockproof fences along the full length of the boundary between the land hereby conveyed by the first Vendors and the land retained by the Vendors in Fields 1171 and 1172 referred to in the first schedule hereto

3. THE Purchasers hereby covenant with the Second Vendors that they the Purchasers will henceforth maintain stockproof fences on the boundaries separating the land hereby conveyed from the land retained by the Second Vendors

4. THE First Vendors hereby acknowledge the right of the Purchasers to production and delivery of copies of the documents short particulars whereof are set out in the Third Schedule hereto

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five thousand five hundred pounds

IN WITNESS whereof the parties hereto of the first and second parts have hereunto set their hands and seals and the Purchasers have caused their common seal to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

<u>Parish</u>	<u>O.S. Field No.</u> <u>1928 Edition</u>	<u>O.S. No.</u> <u>1911 Edition</u>	<u>Area</u> <u>Acres</u>
Southport	Pt. 1169	362	.114
"	" 1171	353	.015
"	" 1172	(354) (359)	.440
North Meols	" 332		.324
"	" 333		.083
"	" 742		.027
"	" 746		.156
"	" 747		.389
"	" 749		.062
"	" 750		.41

THE SECOND SCHEDULE

4th April 1923 INDENTURE

Francis Robert Anderton and John Ernle Money (1) Charles Ewald Scarisbrick (2) Sir Tom Talbot Leyland Scarisbrick (3) Everard Talbot Scarisbrick (4) Robert Edwin Smalley Thos. Phillips and Rev. John Edward Reid Cuddon (5) Sir Albert Edward Herbert Naylor Leyland (6) Percy Alfred Leyland Laming and The Rt. Hon. George Viscount Cave (7) Charles Hugh Stobart (8)

29th December 1925	INDENTURE	Rosalie Georgina Cicely Barrett Lennard Scarisbrick (1) John Cyril Bouverie Luxmoore and Robert Carr Dodds (2) the said C. E. Scarisbrick (3) Sir Albert Edward Herbert Naylor Leyland and Owen Johnston Humbert (4)
25th October 1926	DEED OF PARTITION	Charles Ewald Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Sir Albert Edward Herbert Naylor- Leyland (1) the said Charles E. Scarisbrick (2) the said Tom Talbot Leyland Scaris- brick (3) Robert Edwin Smalley Thomas Phillips and The Rev. John Edward Reid Cuddon (4) the said Albert Edward Herbert Naylor Leyland (5) and the Rt. Hon. George Viscount Cave and Percy Alfred Laming (6)
6th January 1947	CONVEYANCE	Charles Ewald Scarisbrick (1) Sir Edward Talbot Scaris- brick and the said Dennis Humbert Fox-Male (2)
28th July 1955	DEED OF APPOINTMENT	The sd C. E. Scarisbrick (1) R. A. Aird (2) D. H. Fox- Male (3) David Drummond (4)

THE THIRD SCHEDULE

20th February 1938	AGREEMENT	C. E. Scarisbrick (1) Lancashire County Council (2)
1st August 1966	ASSENT	The sd D. H. Fox-Male and Bruce Hutchinson Walker (1) and the second Vendors (2)

SIGNED SEALED AND DELIVERED By the said }  
DEMIUS HUBBERT FOX-KALE in the presence }

of:

*P. T. Snell*  
*2 Raymond Buildings*  
*Grays Lane London W.C.1.*  
*Solicitor's Articled Clerk*



SIGNED SEALED AND DELIVERED by the said }  
DAVID DRUMMOND in the presence of: }

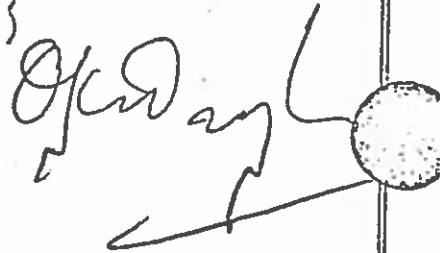
*P. T. Snell as above*



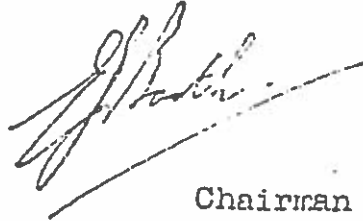
SIGNED SEALED AND DELIVERED by the said }  
DOUGLAS JAMES WATHERSTON DRYBURGH in }

the presence of:

*P. T. Snell as above*



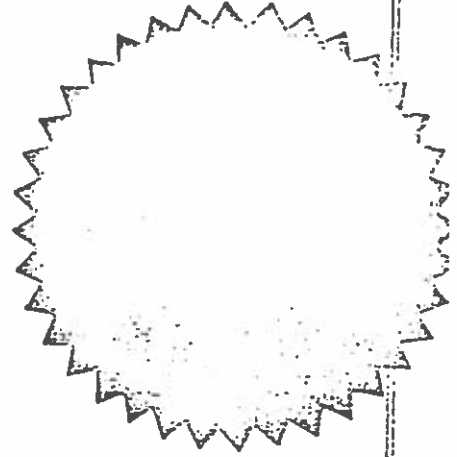
THE COMMON SEAL of RIVER CROSSENS  
DRAINAGE BOARD was hereunto  
affixed in the presence of:



Chairman



Clerk



DATED 2<sup>nd</sup> August 196

D.H. FOX-MALE ESQ. and D. DRUMMOND ES

and

D. J. WATHERSTON DRYBURGH and D. H. FOX-MALE

to

THE RIVER CROSENS DRAINAGE BOARD

Duplicate  
C O N V E Y A N C E

relating to plots of land  
in the parishes of Southport and  
North Meols in the County of  
Lancaster.

*1-1 Pof. 2/6*

CERTIFIED A TRUE COPY OF  
THE ORIGINAL  
*Titmuß, Sainer & Webb*  
TITMUSS, SAINER & WEBB,  
2, SERJEANTS' INN,  
LONDON, E.C.4.  
*11<sup>th</sup> April 1988*

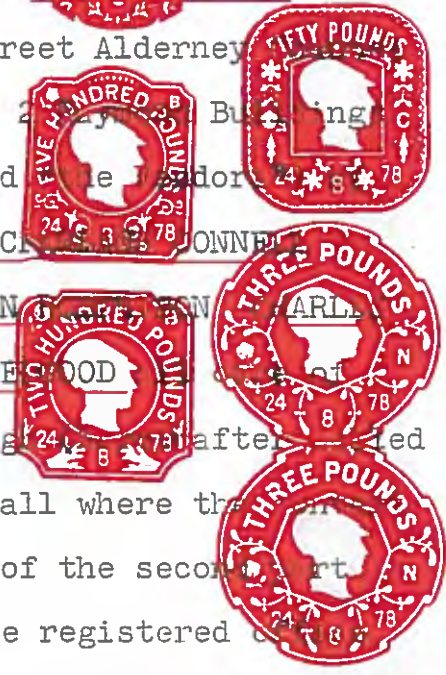


REVENUE  
PRODUCED  
24. AUG. 1978  
FINANCE ACT 1931

THIS CONVEYANCE



One thousand nine hundred and seventy eight  
DENNIS HUMBERT FOX-MALE of 30 Lower High Street Alderney  
Islands and MALCOLM SPENCER HUMBERT RING of 2  
Gray's Inn London W.C.1. (hereinafter called  
the first part DAVID ARTHUR BLAIR JOHN MAC  
JOHN CHARLES MILTON ALEXANDER NIXON THOMSON  
ROBERT SUTTIE ROBERTSON and WILLIAM HARPER  
12 Torphichen Street in the City of Edinburgh  
"the Managing Trustees" which expression shall where the  
admits include their successors in office) of the second part  
and THE ROYAL BANK OF SCOTLAND LIMITED whose registered  
is at 42 St. Andrew Square in the said City of Edinburgh (herein-  
after called "the Custodian") of the third part



WHEREAS:-

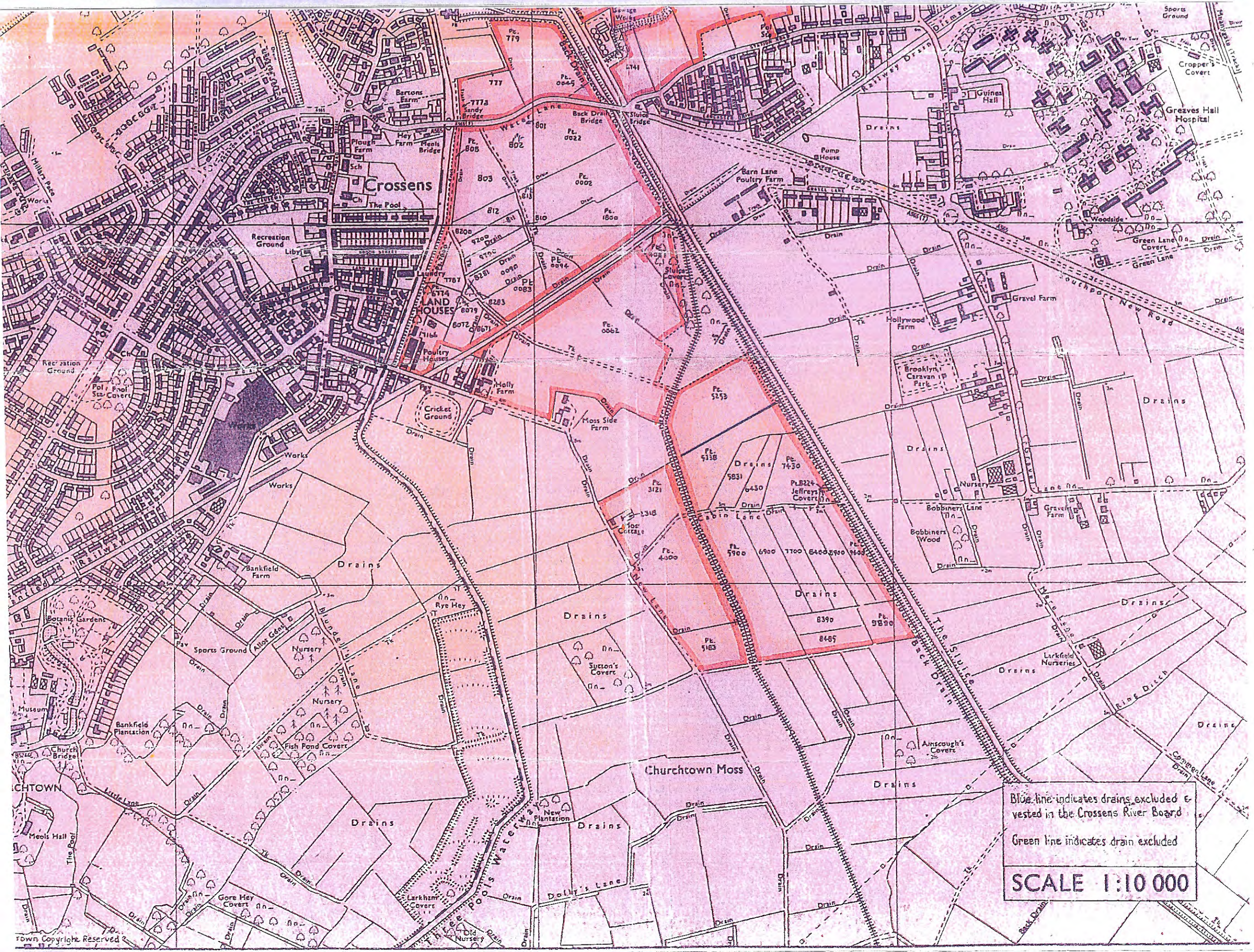
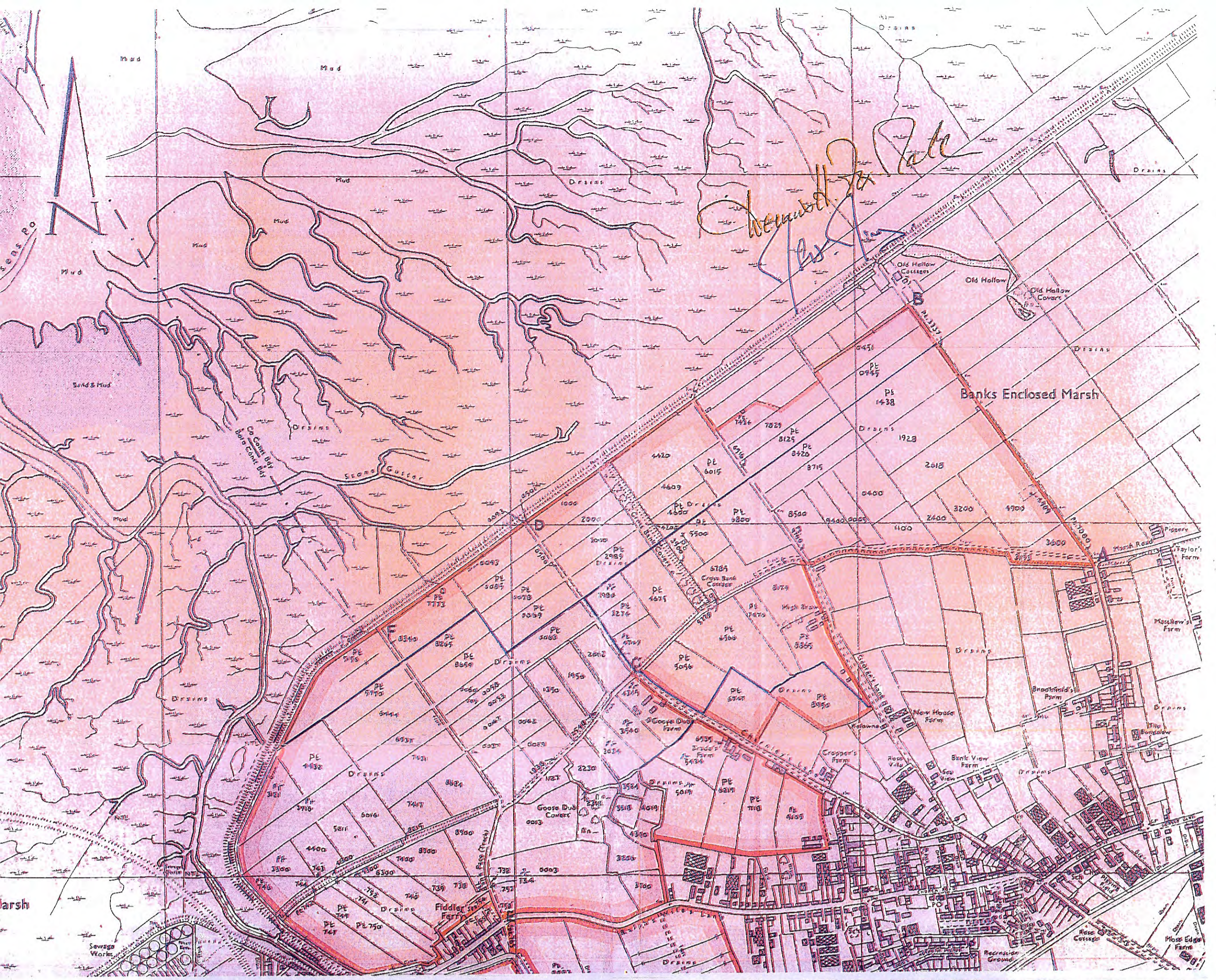
- (1) BY virtue of the Conveyance and Deeds of Appointment set out in the First Schedule hereto the Vendors are seised of the property hereby conveyed with other adjoining property for an estate in fee simple subject as hereinafter mentioned but otherwise free from encumbrances as joint tenants upon trust for sale upon the trusts of a Settlement dated the Fourth day of January One thousand nine hundred and forty-seven and made between Charles Ewald Scarisbrick of the one part and Sir Everard Talbot Scarisbrick and the said Dennis Humbert Fox-Male of the other part
- (2) THE Managing Trustees who are the trustees under the Agreement and Deed of Trust specified in the Second Schedule hereto (hereinafter called "the Trust Deed") with power to purchase land have agreed with the Vendors for the purchase of

the said property for the said estate at the price of ONE MILLION ONE HUNDRED AND NINETY SEVEN THOUSAND SEVEN HUNDRED AND SEVENTY SEVEN POUNDS (£1,197,777.00)

(3) THE Managing Trustees have requested the Vendors to convey the said property to the Custodian (which is the Custodian under the Trust Deed) in the manner and upon the trusts hereinafter appearing

NOW THIS D E E D WITNESSETH as follows:-

1. IN consideration of the sum of One Million One Hundred and Ninety Seven Thousand Seven Hundred and Seventy Seven Pounds (£1,197,777.00) now paid by the Managing Trustees to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees in exercise of the said trust for sale HEREBY CONVEY unto the Custodian ALL THAT freehold land situated at Crossens and Banks in the district of West Lancashire (formerly the West Lancashire Rural District Council) in the County of Lancaster comprising eight hundred and thirty-two .75 acres or thereabouts and known as land at Banks Marsh High Brow Goose Dub Brades Vicarage Holly Neales Bartons and Poultry House Farms land at Fiddlers Ferry and land in Cabin Lane Together with the farmhouses cottages and buildings erected on such land or on part thereof and cottages known as Cross Bank Cottage off George's Lane Banks aforesaid and Moss Cottages New Lane Crossens aforesaid and land and gardens therewith all which said premises are more particularly delineated on the plan annexed hereto and thereon edged red and the acreages and Ordnance Numbers relating thereto are more particularly set out in the Third Schedule hereto EXCEPT and RESERVING unto the Vendors and their successors in title the owners and occupiers for the time being of Banks Marsh Foreshore shown on the said plan and all others authorised by them (in common with all



others entitled to like rights)

(a) full rights of way at all times and for all purposes over such part of the track now or formerly known as New Lane Pace between the points marked A and B on the said plan as is hereby conveyed and (b) full rights of way at all times for agricultural purposes only over the tracks now or formerly known as Bank Pace leading to Sutton's Pace and over Charn Lane Pace between the points marked C and D and E and F on said plan TO HOLD the same unto the Custodian in fee simple

(A) As to the said track known as New Lane Pace Together With and subject to the mutual rights of way and water as are contained in Clauses 1 and 6 of a Deed of Partition dated the Twenty-fifth day of October One thousand nine hundred and twenty-six and made between the said Charles Ewald Scarisbrick Sir Tom Talbot Leyland Scarisbrick and Sir Albert Edward Herbert Naylor Leyland (1) the said Charles Ewald Scarisbrick (2) Sir Tom Talbot Leyland Scarisbrick (3) Robert Edwin Smith Thomas Phillips and the Rev. John Edward Reid Cuddon (4) Sir Albert Edward Herbert Naylor Leyland (5) the Rt. Hon. George Viscount Cave and Percy Alfred Leyland Laming (6) insofar as the same are still subsisting and capable of taking effect

(B) As to the part of Holly Farm thereby affected subject to and with the benefit of the rights and covenants contained in a Deed of Grant dated the Twenty-third day of December One thousand nine hundred and seventy-five and made between the said Dennis Humbert Fox-Male and David Drummond of the one part and the North West Water Authority of the other part insofar as the same are still subsisting and capable of taking effect

(C) As to the whole of the property hereby conveyed subject to and with the benefit of the rights and liabilities of the

said Charles Ewald Scarisbrick and his successors in title under the provisions of the Scarisbrick Estate Drainage Act 1924 in the said Charles Ewald Scarisbrick's capacity as owner of part of the "Protected Lands" as defined in the said Act insofar as they relate to the property hereby conveyed and are still subsisting and are capable of being enforced

(D) As to the parts thereby affected subject to the rights of drainage and with the benefit of the reservations covenants and declarations contained in the Conveyances mentioned in the Fourth Schedule hereto insofar as the same are still subsisting and capable of taking effect and relate to the property hereby conveyed

(E) Generally subject to and with the benefit of any other liabilities rights reservations covenants declarations wayleave rentals easements and privileges of whatsoever nature now relating to the property hereby conveyed or of which the property hereby conveyed has the benefit

(F) As to the parts of the property hereby conveyed thereby affected subject to and with the benefit of the existing agricultural tenancies Cropping Licence or other Agreements of a like nature

2. FOR the purposes of clarity it is hereby AGREED and DECLARED by the parties hereto that the Dykes forming part of the drainage system vested in the Scarisbrick Estate Drainage Commissioners or their successors in title under the provisions of the said Scarisbrick Estate Drainage Act 1924 and shown by a thick blue line on the said plan are specifically excluded from the property hereby conveyed \_\_\_\_\_

3. THE Custodian shall hold the said property hereby conveyed as Custodian under the Trust Deed upon trust to sell lease mortgage or otherwise deal with the same at the request or with

the consent of the Managing Trustees \_\_\_\_\_

4. ANY third party dealing with the Custodian shall be under no obligation to ascertain whether the Trust Deed or the Rules annexed thereto or any additions thereto or substitutions or variations thereof from time to time in force shall have been complied with or to see to the application of any capital or income paid to the Custodian \_\_\_\_\_

5. ANY request or consent made or given by the Managing Trustees to the Custodian shall be sufficiently evidenced if signed by any two or more of them \_\_\_\_\_

6. THE Vendors hereby acknowledge the right of the Custodian to production of the Deeds and Documents mentioned in the Fifth Schedule hereto and to delivery of copies thereof \_\_\_\_\_

IN WITNESS whereof the Vendors and the Managing Trustees have hereunto set their hands and seals and the Custodian has caused its Common Seal to be hereunto affixed the day and year first above written \_\_\_\_\_

FIRST SCHEDULE above referred to

<u>DATE</u>	<u>NATURE OF DOCUMENT</u>	<u>PARTIES</u>
6. 1.1947	CONVEYANCE	C.E. Scarisbrick ( ) Sir Everard Talbot Scarisbrick and Dennis Humbert Fox-Male ( )
28. 7.1955	DEED OF APPOINTMENT	C.E. Scarisbrick ( ) Sir Everard Talbot Scarisbrick ( ) Dennis Humbert Fox-Male ( ) Richard Allison Aird ( )
31.12.1960	DEED OF APPOINTMENT	C.E. Scarisbrick ( ) Richard Allison Aird ( ) Dennis Humbert Fox-Male ( ) David Drummond ( )
23. 9.1976	DEED OF APPOINTMENT	Dennis Humbert Fox-Male David Drummond Malcolm Spencer Humbert Ring

SECOND SCHEDULE above referred to

4th, 6th, 11th and  
19th January, 1978

Agreement and Deed of Trust of these dates  
made between The Distillers Company Limited (1)  
David Arthur Blair John Macfarlane Connell  
John Charles Milton Alexander Nixon Thomson  
Robertson Charles Robert Suttie Robertson and  
William Harper Elgood (2) and The Royal Bank  
of Scotland Limited (3)

THIRD SCHEDULE above referred to

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc.</u>
3822/3922					
0451	5.62	5.62			
Pt 0945 est	5.74	5.74			
Pt 1438 est	9.00	9.00			
1928	9.23	9.23			
2618	9.17	9.17			
4909	.38	.38			
4900	9.05	9.05			
3600	.07	.07			
3200	2.90	2.90			
2400	1.66	1.66			
1100	1.02	1.02			
0400	6.16	6.16			
0005	2.20	2.20			
9400	1.83	1.83			
8500	2.11	2.11			
8715	4.46	4.46			
Pt 8420 est	4.73	4.73			
Pt 8125 est	4.37	4.37			
7829	4.86	4.86			
Pt 7434 est	2.39	2.39			
6516	1.20				1.20
Pt 6800 est	3.55	3.55			
Pt 5500 est	.39	.39			
Pt 4600 est	2.64	2.64			
Pt 6015 est	3.45	3.45			
4609	3.19	3.19			
4420	10.11	10.11			
3900	2.38			2.38	
3000	.50	.50			
2000	1.87	1.87			
1000	4.06	4.06			
0501	.03	.03			
0093	.01	.01			
Pt 3337	1.00 est.				1.00
	<hr/>	<hr/>		<hr/>	<hr/>
	121.33	116.75		2.38	2.20

THIRD SCHEDULE - Contd

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc.</u>
<u>3821/3921</u>					
4900	2.23	2.23			
3193	4.23	4.23			
3600	4.30	4.30			
3200	.28	.28			
2400	1.28	1.28			
1100	3.18	3.18			
0005	.98	.98			
9400	.97	.97			
8500	2.78	2.78			
6800	3.89	3.89			
5500			1.48		
Pt 5500 est	3.92	2.44			
Pt 4500 est	.47	.47			
4200	.01	.01			
Pt 3900 est	3.19			3.19	
3000	3.64	3.64			
2000	2.01	2.01			
1000	.67	.67			
0500	.53				.53
6785	5.84		5.84		
8179	6.20	6.20			
Pt 7470 est	3.68	3.68			
Pt 8865 est	6.29	6.29			
Pt 8950 est	7.53	7.53			
Pt 6747 est	6.49	6.49			
Pt 5056 est	7.42	7.42			
Pt 6566 est	11.00	11.00			
5779	.45		.45		
Pt 4675 est	10.32	10.32			
3274	2.46	2.46			
Pt 2980 est	2.25	2.25			
Pt 2989 est	4.37	4.37			
Pt 9760 est	.35				.35
Pt 4749	.65				.65
0093	1.32	1.32			
Pt 7080 est	.19				.19
Pt 0085 est	1.87	1.87			
Pt 0078 est	2.65	2.65			
Pt 0069 est	3.85	3.85			
Pt 0063 est	4.28	4.28			
1350	4.98	4.98			
1956	4.12	4.12			
2662	3.97	3.97			
2548	.38	.38			
1838	1.06				1.06
2230	3.02	3.02			
Pt 3034 est	3.92	3.92			
Pt 3540 est	3.96	3.96			
Pt 4345 est	4.97	4.97			
Pt 5434 est	5.16	5.16			
3524	1.02	1.02			
3318	1.44	1.44			
4019	1.35	1.35			
3206	3.93	3.93			
Pt 5019 est	8.17	8.17			
6535	1.09	1.09			

THIRD SCHEDULE - Contd

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc.</u>
Pt 6219	5.95	5.95			
Pt 7118	6.56	6.56			
Pt 4105 est	7.13	7.13			
3700	.25	.25			
4300	1.50				1.50
2318	3.72			3.72	
0003	5.76	5.76			
0013	6.67	6.67			
1127		1.09			
1127	1.97		.88		
0029	4.92	4.92			
0037	.07	.07			
0042	2.02	2.02			
0047	1.02	1.02			
0053	.52	.52			
0058	.18	.18			
0060	.03	.03			
	<u>228.83</u>	<u>208.99</u>	<u>8.65</u>	<u>6.91</u>	<u>4.28</u>

3621/3721

0093	3.45	3.45			
Pt 0085 est	2.12	2.12			
Pt 0078 est	1.44	1.44			
Pt 0069 est	.78	.78			
Pt 0063 est	.03	.03			
0060	2.33	2.33			
0058	1.89	1.89			
0053	2.18	2.18			
0047	2.16	2.16			
0042	.14	.14			
0037	2.11	2.11			
0029	2.04	2.04			
0013	1.80	1.80			
0003	1.00	1.00			
Pt 7773 est	7.69	7.69			
Pt 8265 est	4.66	4.66			
Pt 8659 est	4.72	4.72			2.28
8340	2.28				
Pt 5156 est	9.68	9.68			
Pt 5950 est	3.99	3.99			
6444	6.30	6.30			
6937	4.77	4.77			
7431	6.22	6.22			
7417	3.78	3.78			
8624	4.82	4.82			
8215	1.54	1.54			
8300	2.98	2.98			
8900	4.12	4.12			
7400	1.76	1.76			
6300	1.31	1.31			
5300	.16	.16			1.15
4800	1.15				
4400	3.14	3.14			
3360	2.66	2.66			
5211	3.54	3.54			

THIRD SCHEDULE - Contd

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc</u>
6016	4.06	4.06			
Pt 3916	7.44	7.44			
Pt 3121	4.78	4.78			
Pt 4432 est	6.40	6.40			
	<hr/>	<hr/>			
	127.42	123.99			<hr/> 3.43
<u>3619/3719</u>					
Pt 7600 est	1.00	1.00			
8200	.64	.64			
9200	1.58	1.58			
Pt 0002	.06	.06			
9700	2.02	2.02			
Pt 1800	.06	.06			
0090	3.85	3.85			
Pt 0083 est	2.75	2.75			
8283	.64	.64			
7787	1.68	1.68			
8281	.30			.30	
8079	.18			.18	
Pt 6774 est	3.85	3.85			
8072	2.38	2.38			
8671	1.34	1.34			
7166	2.34	2.34			
Pt 0062 est	8.56	8.56			
	<hr/>	<hr/>		<hr/>	
	33.23	32.75		.48	
<u>3820/3920</u>					
Pt 5757)		5.97			
5757)	10.10		4.13		
2962)		12.71			
Pt 2962)	17.51	4.80			
2741	3.46	3.46			
Pt 4777	17.78	17.78			
4300	.19				.19
3700	2.47	2.47			
0003	9.40	9.40			
Pt 0083 est	10.86	10.86			
Pt 0066 est	2.00	2.00			
Pt 0045 est	6.54	6.54			
Pt 0022 est	9.20	9.20			
Pt 1800 est	5.55	5.55			
Pt 0002	9.20	9.20			
	<hr/>	<hr/>	<hr/>		<hr/>
	104.26	99.94	4.13		.19

THIRD SCHEDULE Contd

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc</u>
<u>3819/3919</u>					
0002	.04	.04			
Pt 1800 est	5.77	5.77			
Pt 0094	2.45	2.45			
0090	.17	.17			
Pt 0083 est	.76	.76			
Pt 0062 est	35.49	35.49			
Pt 4087	3.30			3.30	
Pt 3121	8.73	8.73			
2318	.50				.50
Pt 4000 est	7.57	7.57			
Pt 5253 est	11.76	11.76			
Pt 5338 est	7.93		7.93		
5831	3.48		3.48		
6430	2.76		2.76		
Pt 7430 est	5.85		5.85		
Pt.8224 est	.55			.55	
8900	3.14		3.14		
Pt 9600	2.90		2.90		
6900	3.83	3.83			
7700	3.46	3.46			
8400	3.33	3.33			
Pt 5900	6.07	6.07			
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	119.84	89.43	26.06	3.85	.50

3818/3918

Pt 9600 est	.68		.68		
Pt 9890 est	3.30		3.30		
8900	.80		.80		
Pt 5900 est	6.50	6.50			
Pt 5183	4.97	4.97			
4000	6.64	6.64			
8400	1.11	1.11			
8390	2.62	2.62			
8485	2.73	2.73			
6900	1.55	1.55			
7700	1.24	1.24			
	<hr/>	<hr/>	<hr/>		
	32.14	27.36	4.78		

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Pt 779	4.34	4.34			
Pt 769 )					
766 )	4.27	4.27			
Pt 765 )	.57	.57			
732 )					
757 )	1.64	1.64			
758 )					
754 )					
Pt 755 )	1.69	1.69			
735 )	.62	.62			
738 )	2.78	2.78			
739 )					

THIRD SCHEDULE - Contd

<u>Map and OS Number</u>	<u>Acreage</u>	<u>Let Land</u>	<u>VP Ag.</u>	<u>Wood</u>	<u>Tracks and Misc</u>
Pt 740	4.35	4.35			
Pt 750	5.98	5.98			
751 )					
752 )	5.80	5.80			
Pt 747	5.35	5.35			
Pt 749	3.51	3.51			
744 )					
Pt 746	2.82	2.82			
743	.06	.06			
Pt 742	1.02				1.02
801 )					
Pt 802 )	4.98	4.98			
810	.01	.01			
811	.64	.64			
812	1.86	1.86			
803	6.71	6.71			
Pt 813	.89	.89			
777	4.82	4.82			
777a	.28	.28			
Pt 808	.39	.39			
Pt 734	.32				.32
	<u>65.70</u>	<u>64.36</u>			<u>1.34</u>
<u>Grand Total</u>	<u>832.75</u>	<u>763.57</u>	<u>43.62</u>	<u>13.62</u>	<u>11.94</u>

FOURTH SCHEDULE above referred to

<u>DATE</u>	<u>NATURE OF DOCUMENT</u>	<u>PARTIES</u>
<u>LAND EAST OF THE SLUICE</u>		
15th April 1937	CONVEYANCE	C.E.Scarisbrick (1) River Crossens Catchment Board (2)
<u>LAND ON NORTH SIDE OF STATION ROAD</u>		
20th February 1948	CONVEYANCE	Sir Everard Talbot Scarisbrick and Dennis Humbert Fox-Male (1) Lancashire County Council (2)
5th March 1948	CONVEYANCE	Sir E.T.Scarisbrick and D.H.Fox-Male (1) John Sharrock (2)
6th November 1974	CONVEYANCE	D.H.Fox-Male and D. Drummond (1) Lancashire County Council (2)
<u>LAND ADJOINING SEWAGE WORKS</u>		
10th February 1953	CONVEYANCE	Sir E.T.Scarisbrick and D.H.Fox-Male (1) West Lancashire Rural District Council (2)

FOURTH SCHEDULE - Contd

<u>DATE</u>	<u>NATURE OF DOCUMENT</u>	<u>PARTIES</u>
<u>CORNER OF RALPH'S WIFE'S LANE AND BANKS PACE</u>		
29th May 1956	CONVEYANCE	D.H.Fox-Male and Richard Allison Aird North Western Electricity Board
<u>LAND ADJOINING CROSSENS POOL</u>		
2nd August 1968	CONVEYANCE	D.H.Fox-Male and D. Drummond Douglas James Watherston Dryburgh and D.H.Fox-Male River Crossens Drainage Board

FIFTH SCHEDULE above referred to

<u>DATE</u>	<u>NATURE OF DOCUMENT</u>	<u>PARTIES</u>
4. 4. 1923	DEED OF PARTITION	Francis Robert Anderton and John Ernle Money Charles Ewald Scarisbrick Sir Tom Talbot Leyland Scarisbrick Everard Talbot Scarisbrick Robert Edwin Smalley Thomas Phillips and Rev. John Edward Reid Cuddon Sir Albert Edward Herbert Naylor Leyland Percy Alfred Leyland Laming and The Right Hon. George Viscount Cave and Charles Hugh Stobart
29. 12. 1925	INDENTURE	Rosalie Georgina Cicely Barrett Lennard Scarisbrick John Cyril Bouverie Luxmoore and Robert Carr Dodds Charles Ewald Scarisbrick Sir Albert Edward Herbert Naylor Leyland and Owen Johnston Humbert
25. 10. 1926	THE BEFORE MENTIONED DEED OF PARTITION OF THIS DATE	
6. 1. 1947	THE BEFORE MENTIONED CONVEYANCE OF THIS DATE	
28. 7. 1955	THE BEFORE MENTIONED DEED OF APPOINTMENT OF THIS DATE	

FIFTH SCHEDULE - Contd

DATE

NATURE OF DOCUMENT

PARTIES

31.12.1960

THE BEFORE MENTIONED DEED  
OF APPOINTMENT OF THIS  
DATE

23. 9.1976

THE BEFORE MENTIONED DEED  
OF APPOINTMENT OF THIS  
DATE

SIGNED SEALED and DELIVERED by  
the above named DENNIS HUMBERT  
FOX-MALE in the presence of:-

*Dennis Fox-Male*

*M.J. Sealy  
Woodlands  
Braye Road  
Widney  
Secretary*

SIGNED SEALED and DELIVERED by  
the above named MALCOLM SPENCER  
HUMBERT RING in the presence of:-

*M. Spencer*

*Barbara Jones  
2 Raymond Buldrip  
Gray's Inn  
London, WC1  
Secretary*

SIGNED SEALED and DELIVERED by  
the above named DAVID ARTHUR  
BLAIR in the presence of:-

*David Blair*

*Jean Taylor  
10 Gay Close  
London NW2  
Secretary*

SIGNED SEALED and DELIVERED by  
the above named JOHN MACFARLANE  
CONNELL in the presence of:-

*John MacFarlane*

*Dr Rose  
2 Eastbury Avenue  
Northwood  
Middlesex HA6 3LG  
Secretary*

SIGNED SEALED and DELIVERED by  
the above named JOHN CHARLES  
MILTON in the presence of:-

} John Charles Milton

Witness: 6 Kara Way

Address: 7 Montpelier Terrace  
Edinburgh EH10 4NE

Occupation: Secretary

SIGNED SEALED and DELIVERED by  
the above named ALEXANDER NIXON  
THOMSON ROBERTSON in the  
presence of:-

} Alex Thomson

Witness: Agnes Nixon  
Address: 16 Glendevon Place  
Edinburgh, EH12 5UL  
Occupation: Secretary

SIGNED SEALED and DELIVERED by  
the above named CHARLES ROBERT  
SUTTIE ROBERTSON in the  
presence of:-

} Charles Robertson

Witness: Elizabeth Johnston  
Address: 48 Saughtonhall Drive  
Edinburgh EH12 5TL  
Occupation: Secretary

SIGNED SEALED and DELIVERED by  
the above named WILLIAM HARPER  
ELGOOD in the presence of:-

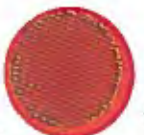
} William Harper Elgood

Witness: 6 Kara Way  
Address: 7 Montpelier Terrace  
Edinburgh EH10 4NE  
Occupation: Secretary

THE COMMON SEAL of THE ROYAL  
BANK OF SCOTLAND LIMITED was  
hereunto affixed in the  
presence of:-

William Harper Elgood  
DIRECTOR

Elizabeth Johnston  
SECRETARY



Memorandum that by a conveyance dated 19<sup>th</sup> June  
One thousand nine hundred and eighty one the freehold land  
and premises situate in and known as Moss Cottage New  
Lane Crossens Southport Merseyside and edged red and  
coloured blue on the plan annexed to this memorandum  
was conveyed by the Royal Bank of Scotland Limited to  
John Darvell Melvin and the Conveyance contained an  
acknowledgment for the production of the within written  
Deed of Conveyance

4

DATED 16<sup>th</sup> August 1978

D.H.FOX-MALE, ESQ &  
M.S.H.RING, ESQ

— and —

D.A.BLAIR, ESQ & OTHERS

— and —

THE ROYAL BANK OF SCOTLAND  
LIMITED

C O N V E Y A N C E

— of —

Premises comprising 852.75 ac.  
at Crossens and Banks in the  
District of West Lancashire in  
the County of Lancaster and  
as Banks Marsh High Brow Goose  
Dub Brades Vicarage Holly Near  
Bartons and Poultry House Farm  
and other land

=====

This official copy issued on 26/11/2014 shows the state of this title plan on 26/11/2012 at 12:00:00. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries. This title is dealt with by Land Registry, Fylde Office. © Crown Copyright. Produced by Land Registry. Reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence number 100026316.

H.M. LAND REGISTRY

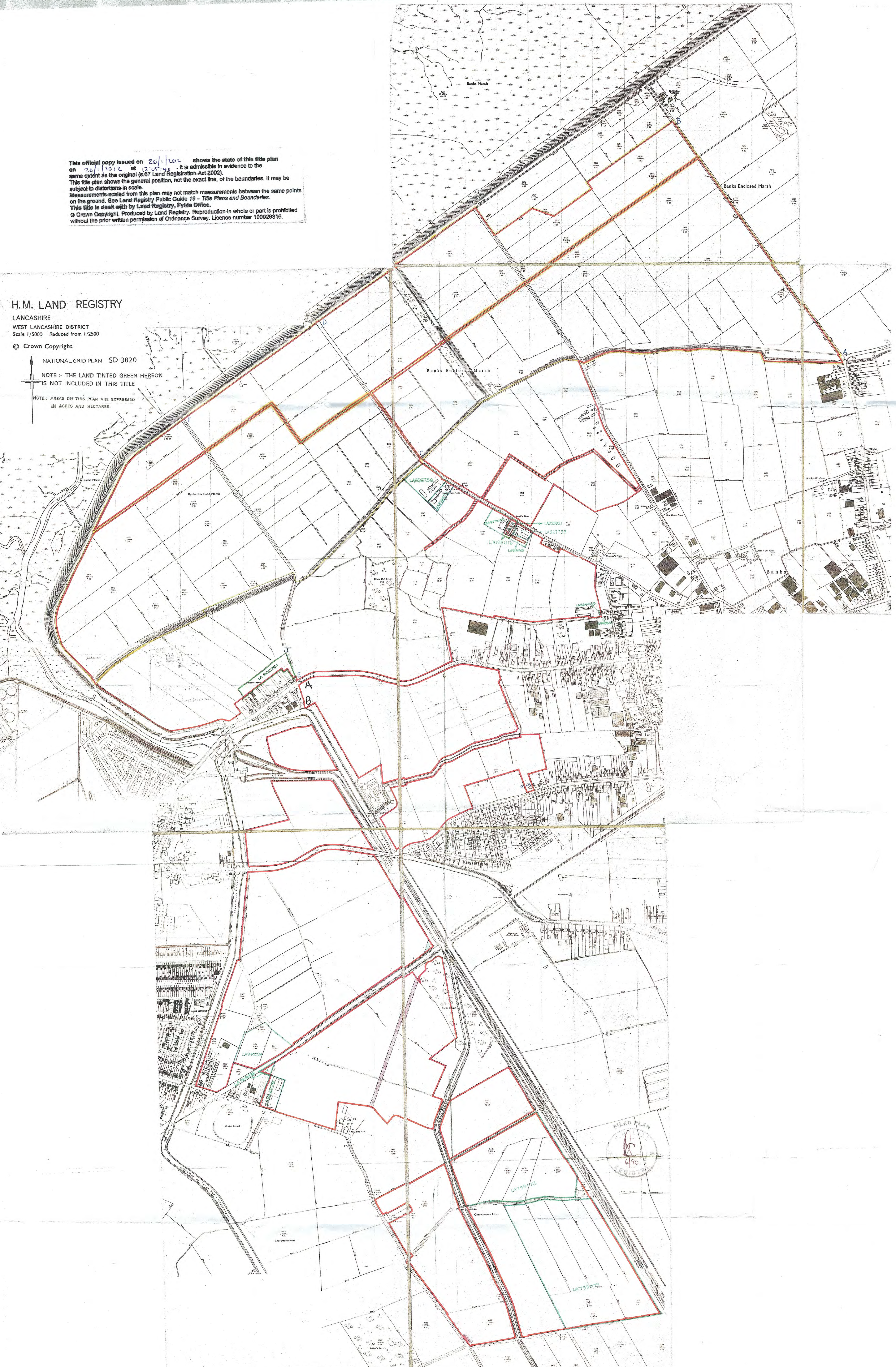
LANCASHIRE  
WEST LANCASHIRE DISTRICT  
Scale 1/5000 Reduced from 1/2500

© Crown Copyright

NATIONAL GRID PLAN SD 3820

NOTE:- THE LAND TINTED GREEN HEREON IS NOT INCLUDED IN THIS TITLE

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES AND HECTARES.





Copy to m.c.  
26/9/12 for  
his views



G B Crook  
G B & B Crook Farms  
Ribble Hall  
Shore Road  
Hesketh Bank  
Preston  
PR4 6XP

Ainsdale Sand Dunes  
National Nature Reserve

2 West end Lodge  
Pinfold lane  
Ainsdale  
Southport

PR8 3QW

T 01704 578774  
M 07971974440

Dear Mr Crook,

**Rights of Agricultural Access Bank Pace leading to Suttons Pace and Charnleys Lane Pace.**

It was very good to meet with you and your daughter Amy on 4<sup>th</sup> September 2012 to discuss the right of agricultural access afforded Natural England at Charnleys lane across your land. In the meeting you agreed to reinstate our access which has been curtailed by a gate at one end and a ditch at the other if I could show you the papers proving these legal rights.

I have found the purchase agreement from 1979 with the map supplied by your good self at that time showing our rights of agricultural access. Marked C and D for Charnleys lane. These rights are enshrined in the Scarisbrick Estates Drainage Act of 1924. I enclose a photocopy of the relevant part of the sale agreement and the map.

I was surprised to discover that we also have a right of Agricultural access at Bank Pace leading to Suttons Pace marked E and F on the map. This access has also been removed by a ditch at the embankment end and several gates between the main road and our land.

I would be very grateful if you could reinstate our access by filling in the newly dug ditching works on both tracks with a pipe and suitable hardcore and supply us with the keys to all gates crossing both routes.

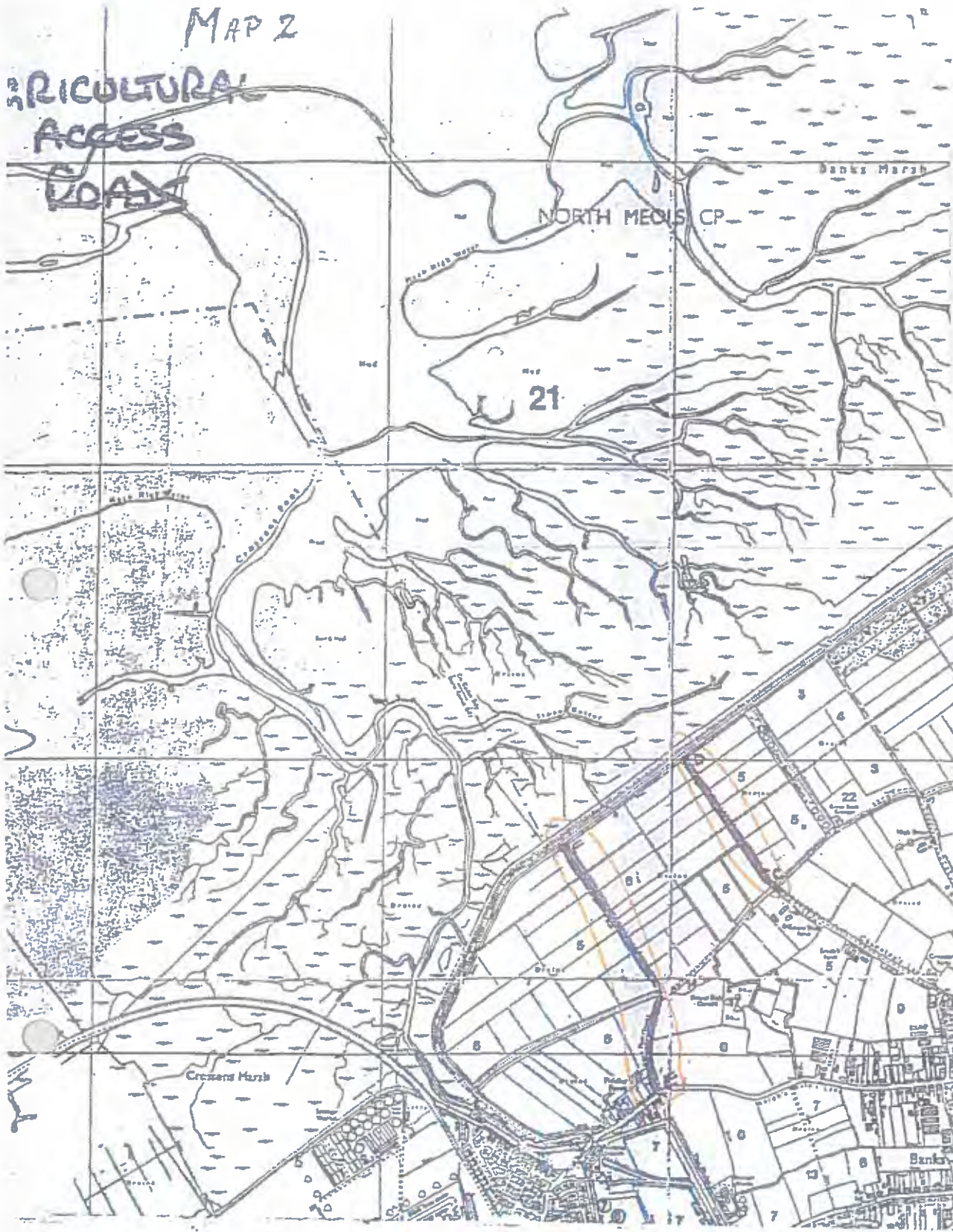
Yours Sincerely

A handwritten signature in black ink, appearing to read "Dave Mercer".

Dave Mercer  
Senior Reserve Manager  
Ainsdale Sand Dunes NNR and The Ribble Estuary NNR  
18<sup>th</sup> September 2012.

MAP 2

AGRICULTURAL  
ACCESS  
ROADS



THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 1979.

BETWEEN the Vendors and the Purchasers (as hereinafter described) whereby the Vendor shall sell and the Purchaser shall purchase the property at the price and in accordance with the terms of this Agreement.

1. In this Agreement the following terms shall have the following meaning:

THE VENDORS Hindrik Heerema of Post Bus 6044 Groningen Holland and Emirate Limited whose registered office is situate at 5 Athol Street Douglas Isle of Man.

THE PURCHASER Nature Conservancy Council whose address is \_\_\_\_\_

THE PROPERTY ALL THAT freehold land situate at Crossens Banks Near Southport and being as to part in the County of Merseyside and as to part in the County of Lancaster totalling 5.522.31 acres or thereabouts and which said freehold land is more particularly described in the First Schedule hereto

THE PRICE ONE MILLION AND SEVEN HUNDRED AND TWENTY FIVE THOUSAND POUNDS

THE DEPOSIT ONE MILLION FIVE HUNDRED AND FIFTY TWO THOUSAND FIVE HUNDRED POUNDS

2. The Vendors will sell as Trustees for Sale and the Purchaser shall purchase the property for the price

3. Completion shall take place on the completion date

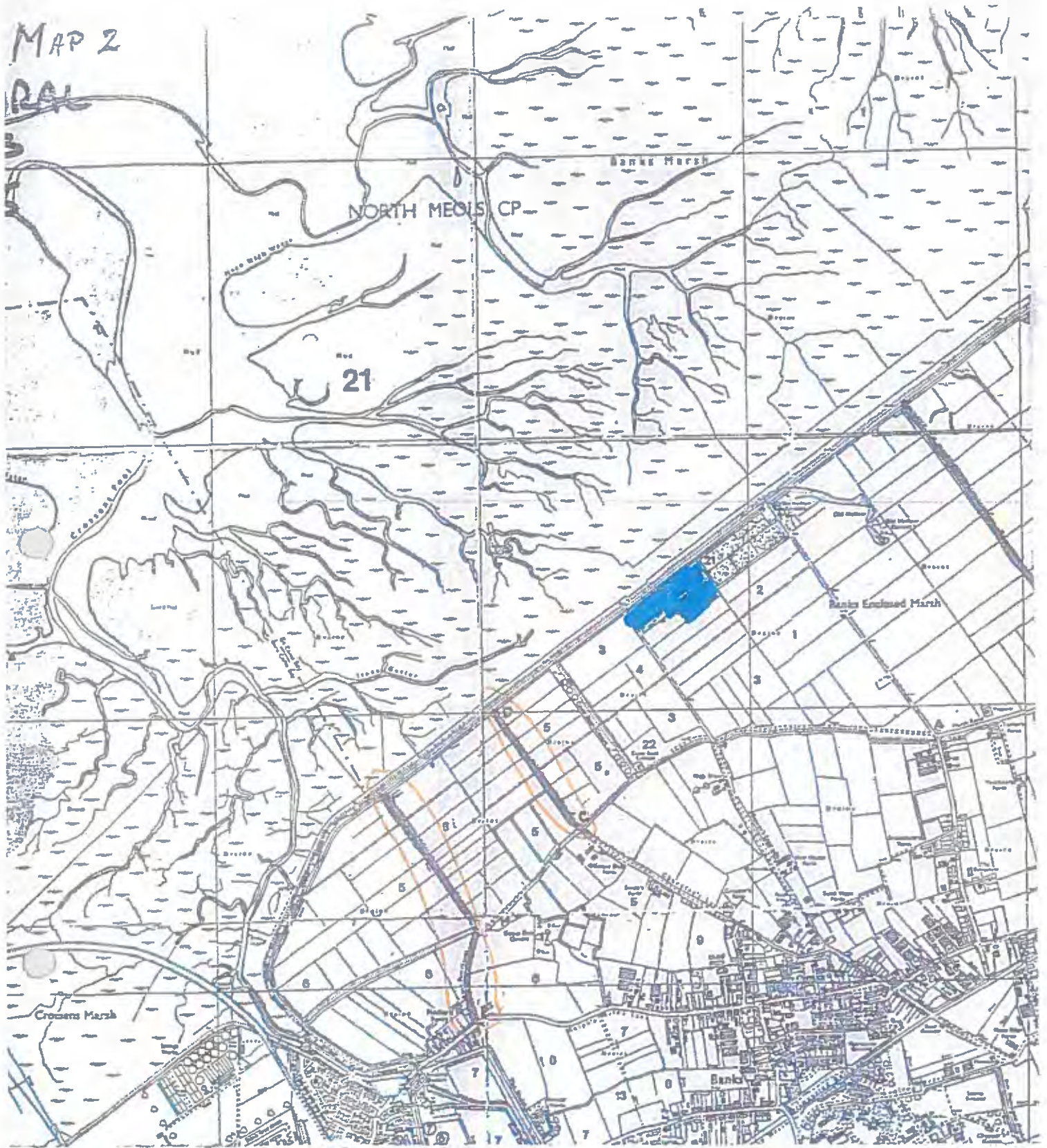
4. The title to the property shall be deduced and shall commence:-

(a) As to that part of the property being first described in the said First Schedule with The Scarisbrick Estate Drainage Act 1924. and shall continue with a Deed of Appointment of Trustees dated 1st March 1926. (except that the title to the rights referred to in that deed dated 11th November 1975. shall consist of the deeds mentioned in the Schedule thereto)

(b) As to that part of the property being secondly described in the said First Schedule the Purchasers will be supplied with

MAP 2

RAI







97

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).



Registry



# Official copy of register of title

Title number LA573927

Edition date 26.03.2009

- This official copy shows the entries in the register of title on 26 January 2012 at 12:05:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 January 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Fylde Office.

## A: Property register

This register describes the land and estate comprised in the title.

LANCASHIRE : WEST LANCASHIRE

- 1 (07.03.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Crossens and Banks.
- 2 The land tinted green on the title plan is not included in this title.
- 3 There are excluded from the land edged red any drains ditches and watercourses maintained by the National Rivers Authority.
- 4 The land edged yellow on the title plan has the benefit of the following rights granted by but is subject to the following reservations contained in a Deed of Partition dated 25 October 1926 made between (1) Charles Ewald Scarisbrick and others (2) Charles Ewald Scarisbrick (3) Sir Tom Talbot Leyland Scarisbrick (4) Robert Edwin Smalley and others (5) Sir Albert Edward Herbert Naylor Leyland and (6) Right Honourable George Viscount Cave and Percy Alfred Leyland Laming:-

TOGETHER with the right (in common with the said Sir Albert Edward Herbert Naylor Leyland and his successors in title the owner or owners of the property described in the Third Schedule hereto) to use the water main laid in or under New Lane Pace shewn on the said plan the said Charles Ewald Scarisbrick and Sir Albert Edward Herbert Naylor Leyland and their respective successors in title contributing fair proportions of the costs of maintenance of such water main AND TOGETHER ALSO with full rights of way at all times and for all purposes over that part of the said New Lane Pace which is not included in the property hereby conveyed to the said Charles Ewald Scarisbrick

.....

THERE shall also be reserved out of the Conveyance made by Clause 1 hereof

## A: Property register continued

in favour of the said Albert Edward Herbert Naylor Leyland and his successors in title (a) the right to use the said water main in New Lane Pace and (b) full rights of way at all times and for all purposes over that part of New Lane Pace as is included in the property thereby conveyed

REMARK:-New Lane Pace is indicated by the letters A-B on the filed plan. The property described in the Third Schedule to the Deed includes the eastern moiety of New Lane Pace and adjoining land to the east.

- 5 The land has the benefit of the following rights reserved by a Conveyance of 82 and 84 Station Road Banks dated 20 February 1948 made between (1) Sir Everard Talbot Scarisbrick and Dennis Humbert Fox-Male (Vendors) and (2) The Lancashire County Council:-

Except and Reserving to the Vendors the right to lay and maintain a line of drain pipes from their adjoining land on the Westerly side across the said land hereby conveyed (at a point to be agreed or failing agreement to be settled by arbitration) to tie into the said nine inch drain making good nevertheless all damage or disturbance occasioned thereby

REMARK:-The nine inch drain referred to was a proposed drain leading from the land conveyed in an easterly direction to a piped in watercourse near 78 Station Road.

- 6 The land has the benefit of the following rights reserved by a Conveyance of 78 and 80 Station Road Banks dated 5 March 1948 made between (1) Sir Everard Talbot Scarisbrick and Dennis Humbert Fox-Male (Vendors) and (2) John Sharrock:-

EXCEPT AND RESERVING unto the Vendors and their successors in title owners of the land on the west side of the plot of land hereby conveyed the right to enter upon the said plot of land hereby conveyed for the purpose of laying and thereafter maintaining a nine inch drain to the watercourse on the Easterly boundary of the said plot of land hereby conveyed the Vendors or their successors in title making good all damage or disturbance caused thereby.

- 7 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 8 (29.05.1997) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered LA799073 in green on the filed plan dated 15 May 1997 made between (1) Southport Land and Property Company Limited and (2) Scottish Equitable PLC.

NOTE: Original filed under LA799073

- 9 (30.07.2002) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered LA916469 in green on the filed plan dated 2 July 2002 made between (1) Southport Land and Property Company Limited and (2) Gail Hesketh.

NOTE: Copy filed under LA916469.

- 10 (30.07.2002) The edged and numbered 1 in brown on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

- 11 (27.05.2003) The land has the benefit of the following rights reserved by the Transfer dated 30 April 2003 referred to in the Charges Register:-

LA573927

## Property register continued

"Rights Reserved to the Transferor over the Property hereby transferred

(a) A right of way at all times and for domestic purposes over the track or roadway shown hatched blue on the Plan the Transferor or other person exercising such rights bearing one half of the cost of maintenance upkeep repair and renewal of the said track or roadway."

## B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (27.11.1990) PROPRIETOR: SOUTHPORT LAND AND PROPERTY COMPANY LIMITED (Co. Regn. No. 2255758) of 166 Garstang Road, Fulwood, Preston, PR2 4NB.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (28.07.2003) A Transfer of the land edged and numbered LA940396 in green on the filed plan dated 11 March 2003 made between (1) Southport Land and Property Co.Ltd (Transferor) and Richard Taylor Owen and Judith Ann Owen (Transferees) contains Transferors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

### Schedule of personal covenants

- 1 "The Transferor hereby covenants with the Transferees that the Transferor and their successors in title shall maintain the ditch running between the Property and Smithy Lane and ensure it is cleaned out and free flowing PROVIDED THAT in default the Transferees and their successors in title shall have a right of entry upon the Transferors retained land to carry out all necessary remedial work to the said ditch such work to be at the cost of the Transferor. In the event of there being a dispute as to whether remedial or repair work is necessary to the ditch the matter is to be referred to the drainage offices at the Farming & Rural Conservation Agency for determination the costs of such appointment to be paid equally by the Transferor and the Transferee"

## C: Charges register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights granted by a Conveyance of land on the north side of Station Road Banks adjoining the land in this title dated 6 November 1974 made between (1) Dennis Humbert Fox-Male and David Drummond and (2) The Lancashire County Council:-

Full right and liberty to lay a foul water drain along the line marked 'A' - 'B' and coloured green on the said plan annexed hereto for the drainage of any houses or buildings hereafter (but within the period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) to be erected upon any part of the said land hereby conveyed and for the purpose of inspecting cleansing repairing and maintaining any such drains to enter upon the adjoining land immediately adjacent to the land

Title number LA573927

## C: Charges register continued

coloured green doing thereby as little damage as possible and making compensation for all damage done

NOTE: The line marked A-B and coloured green on the Conveyance plan has been shown by a blue line between the points G-H on the filed plan.

- 2 The land is subject to the rights granted by a Deed of Grant dated 23 December 1975 made between (1) Dannis Humbert Fox-Male and David Drummond and (2) North West Water Authority

NOTE 1: The Deed contains Grantor's restrictive covenants

NOTE 2: The strip of land coloured green on the plan to the Deed is tinted pink and tinted blue on the filed plan

NOTE 3: Duplicate filed.

- 3 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 16 August 1978 made between (1) Dennis Humbert Fox-Male and Malcolm Spencer Humbert Ring (Vendors) (2) David Arthur Blair and others and (3) The Royal Bank of Scotland PLC:-

"EXCEPT and RESERVING UNTO THE Vendors and their successors in title the owners and occupiers for the time being of Banks Marsh Foreshore shown on the said plan and all others authorised by them (in common with all others entitled to like rights)

(a) Full rights of way at all times and for all purposes over such part of the track now or formerly known as New Lane Pace between the points marked A and B on the said plan as is hereby conveyed and (b) full rights of way at all times for agricultural purposes only over the tracks now or formerly known as Bank Pace leading to Sutton's Pace and over Charnley's Lane Pace between the points marked C and D and E and F on the said plan."

NOTE 1: Banks Marsh Foreshore adjoins the North Western boundary of the land in this title

NOTE 2: The points lettered A, B, C, D, E and F have been reproduced in blue on the filed plan.

- 4 The land is subject to the rights granted by a Deed of Grant dated 12 January 1987 made between (1) The Royal Bank of Scotland PLC and (2) North West Water Authority

NOTE 1: The Deed contains Grantor's restrictive covenants

NOTE 2: The ten metre wide strip of land coloured blue on the Deed plan has been tinted pink on the filed plan

NOTE 3: Original filed under LA573926.

- 5 The land is subject to the following rights granted by a Transfer of the land edged and numbered LA602761 in green on the filed plan dated 29 November 1988 made between (1) Leigh Estates (U.K.) Limited (Vendor) (2) Mountleigh Investments Limited (Trustee) and (3) Colin James (Purchaser):-

"The Vendors grant to the Purchaser a right of way at all times for agricultural purposes only over points A to B shown on the plan of the track forming part of the Retained Land and which is known as Bank Pace

573927

# Charges register continued

subject to the Purchaser contributing to the cost of maintaining the said track such contribution to be determined according to user."

NOTE: The points A and B referred to are shown as points E and J respectively on the filed plan.

6 (25.09.1998) The land is subject to the following rights granted by a Transfer of the land edged and numbered ~~LA828879~~ in green on the filed plan dated 16 September 1998 made between (1) Southport Land and Property Company Limited and (2) ~~Victor Albert Bishop:-~~

"together with rights set out in the First Schedule

.....

## FIRST SCHEDULE

### The Appurtenant Rights

A right to drain surface water from the property into the adjoining ditches of the Retained Land"

7 (28.01.2000) The land is subject to the following right granted by a Transfer of the land edged and numbered LA858758 in green on the filed plan dated 9 November 1999 made between (1) Southport Land and Property Company Limited and (2) Ann Elisabeth Ives:-

"TOGETHER WITH a right to drain surface water from the Property into adjoining ditches"

8 (13.11.2000) The land is subject to the following rights granted by a Transfer of the land edged and numbered LA877059 in green on the filed plan dated 28 March 2000 made between (1) Southport Land and Property Company Limited (Transferor) and (2) David Ernest Marsden and Norrie Ann Marsden (Transferee):-

"Rights granted for the benefit of the Property

A right for the Transferee to drain surface water from the property to the adjoining ditches on land retained by the Transferor"

9 (20.01.2003) The land is subject to the following rights granted by a Transfer of the land edged and numbered LA927795 in green on the filed plan dated 19 November 2002 made between (1) Southport Land and Property Company Limited (Transferor) and (2) Paul Joseph Garton and Kirsty Jane Garton (Transferees):

"The following rights are also granted for the benefit of the Property over the land remaining in the ownership of the Transferor within the above mentioned title (the Retained Land);

(i) The right to drain surface water from the Property into the adjacent ditches located now or in the future on the Retained Land;

(ii) The right to enter upon the Retained Land with any necessary equipment in order to carry out any works required under the covenants contained within this Transfer

(iii) The right to connect into any drains, pipes, wires and cables (Service Medium) or other conduits on the Retained Land and also the right to lay drains pipes, wires and cables on the Retained Land and thereafter the right to use the same together with a right of access on the Retained

Title number LA573927

## C: Charges register continued

Land to repair, maintain, replace, inspect and renew such Service Media, the Transferees making good any damage caused."

- 10 (27.05.2003) The land is subject to the following rights granted by a Transfer of the land edged and numbered LA935921 in green on the filed plan dated 30 April 2003 made between (1) Southport Land and Property Company Limited (Transferor) and (2) Michael Mark Walton and Paula Walton (Transferees):-

"Rights Granted to the Transferees by the Transferor over the Retained Land

(a) The right to drain surface water from the Property hereby transferred into the adjacent ditches located now or in the future on the Retained Land.

(b) The right (in common with the Transferor and all others entitled to a like right) to the free flow of effluent and soil through the pipes and into the tank and outfalls situate on the Retained Land in the approximate position shown on the Plan subject to the Transferees paying a fair proportion according to the number of dwellings using the same of the cost of maintenance and upkeep repair renewal and cleansing of the said tanks and drains.

(c) The right to enter onto the Retained Land (with any necessary equipment) to inspect maintain or renew any part of the Property hereby transferred or the said pipes tank and outfalls."

NOTE 1: The Retained Land referred to above is the land edged green on the copy plan to Transfer

NOTE 2: Original Transfer filed under LA935921.

- 11 (03.10.2003) The land is subject to the rights granted by a Transfer of the land edged and numbered LA944778 in green on the title plan made between (1) Southport Land & Property Company Limited and (2) Orchard Developments (North West) Limited.

NOTE: Original filed under LA944778.

- 12 (25.05.2004) A Transfer of the land edged and numbered LA916469 in green on the title plan and other land dated 6 May 2004 made between (1) Southport Land and Property Company Limited and (2) John Stuart Elliott and Margaret Ann Elliott contains Transferors restrictive covenants.

NOTE: Copy filed under LA916469.

- 13 (25.10.2005) The land in this title is subject to the rights granted by a Transfer of the land edged and numbered LAN21116 in green on the title plan dated 14 July 2004 made between (1) Southport Land and Property Company Limited and (2) Andrew Mark Cunningham.

NOTE: Copy filed under LAN21116.

End of register



Lancashire  
County  
Council



M F Callery OBE BE CEng FICE FIHT FIEI

County Surveyor and Bridgemaster

PO Box 9 Guild House Cross Street Preston PR1 8RD

Mr G A Crook  
Ribble Hall  
Shore Road  
Hesketh Bank  
Lancashire

Please ask for  
Telephone (0772)  
Fax (0772)  
Your ref  
Our ref  
Date

Mr P Hewitt  
263721  
263833

HPD38/8/12C/PH/SM  
9 February 1993

Dear Mr Crook

**PUBLIC RIGHT OF WAY NO 49  
PARISH OF NORTH MEOLS**

... Please find enclosed a copy of the definitive map showing the area in which you showed interest.

Yours sincerely

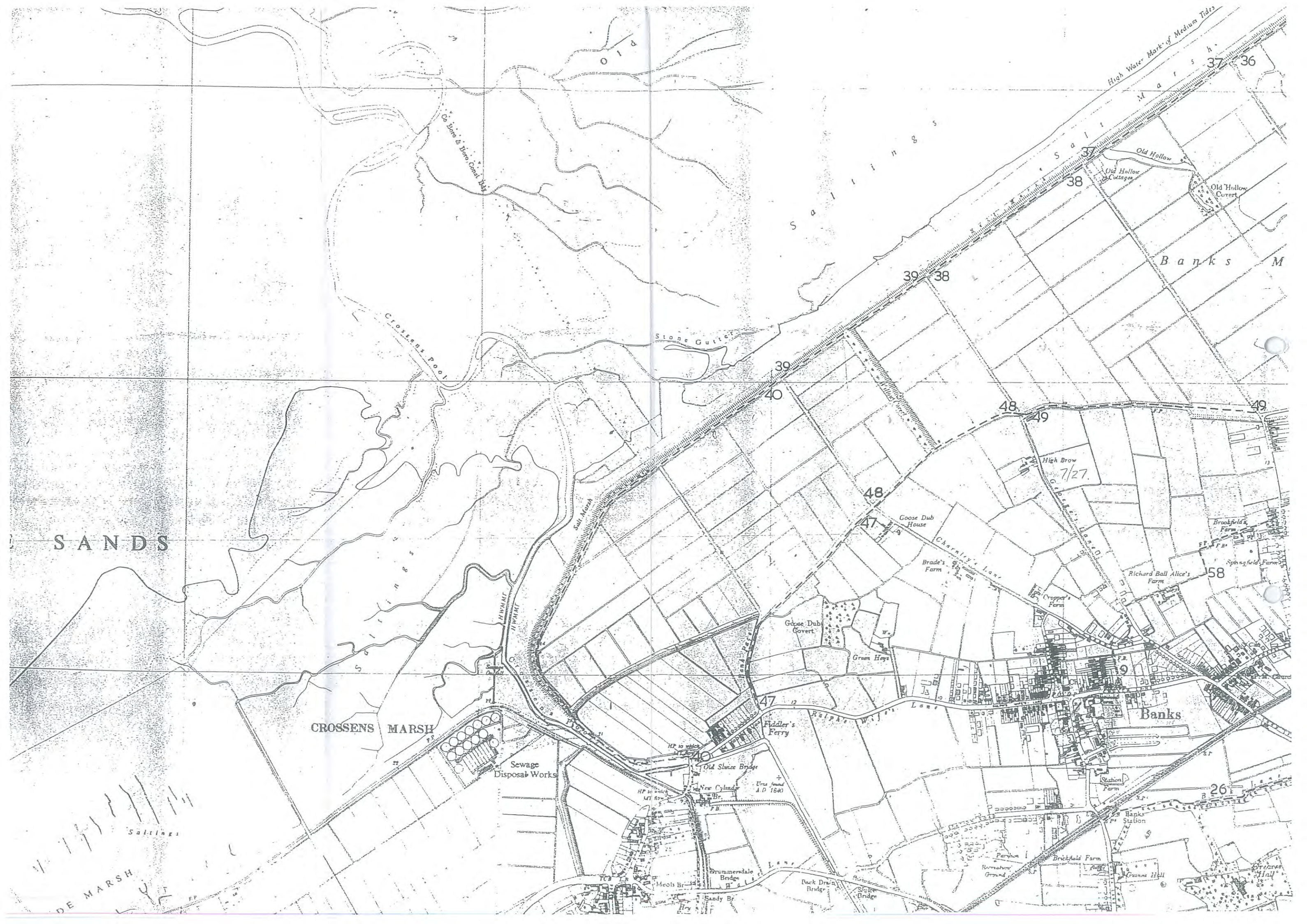
*Keith Cameron*

---

for the County Surveyor



Recycled Paper



SANDS

CROSSENS MARSH

Banks

High Water Mark of Medium Tides

Co. Leno & Sons, Canal, 1841

Crossens Pool

Stone Gutter

Salties

Banks M

High Brow 7/27

39 38

39

40

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26

Sewage Disposal Works

Fiddler's Ferry

Old Sluice Bridge

New Sluice Bridge

Urea Sewer A.D. 1840

Drummedale Bridge

Rack Drain Bridge

Sluice Bridge

Station Farm

Banks Station

Brickfield Farm

Grange Hall

Green Hall

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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

*See* 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

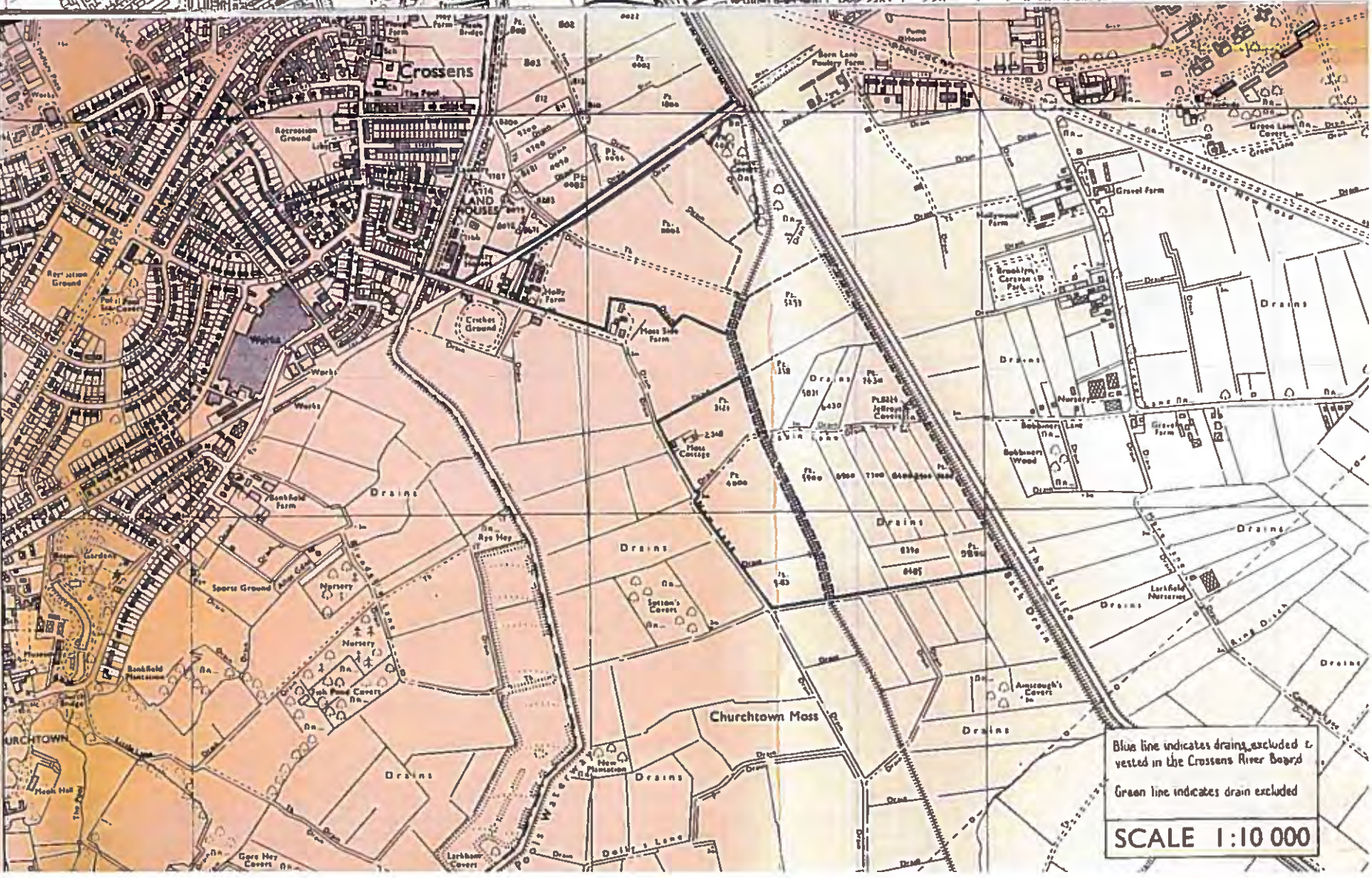
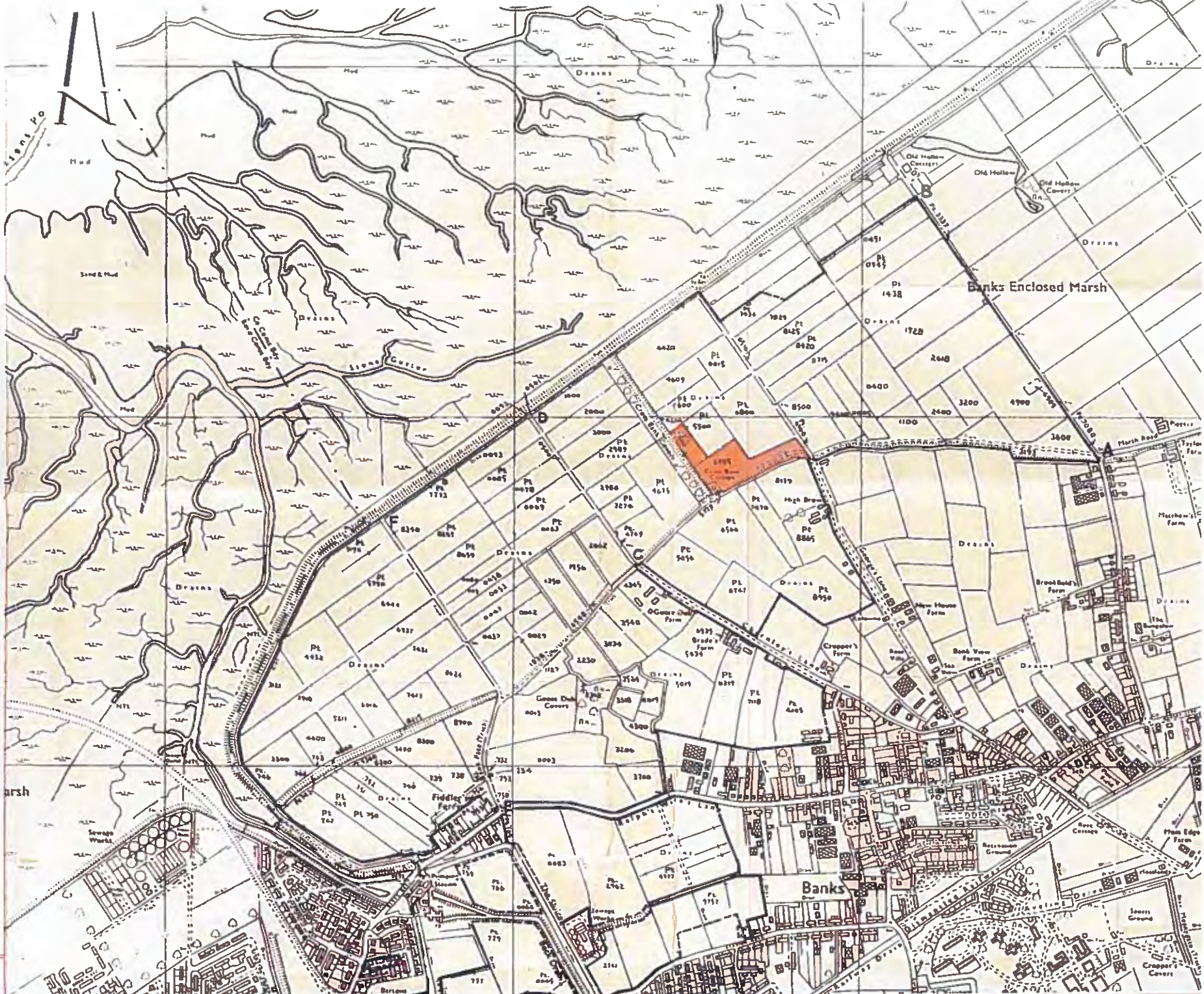
(1) will during the said term pay the said rent hereby reserved at the time and in the manner hereinbefore mentioned

(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 tenable 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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North West Regional Office

**NATURE CONSERVANCY COUNCIL**

Blackwell, Bowness-on-Windermere,  
Windermere, Cumbria LA23 3JR

Telephone: 09862 (Windermere) 5286

Mr. T. Bolton,  
10, Kiradale Road,  
Langho,  
BLACKBURN,  
Lancashire.

Your reference

Our reference 21/5

Date 13 December 1977

Dear Mr. Bolton,

BANKS MARCH : Wildfowling

I have today written to the agents of DFL and Associated Companies Pension Schemes to ask whether they are prepared to authorise the use of George's name by your members in order to obtain access to Banks March on foot. I will let you know as soon as I have a reply.

With the compliments of the season.

Yours sincerely,

*J. S. R. Elliott*

J. S. R. Elliott  
Regional Land Agent  
(North-West)



10-0123123210 P. 3/24

RIVER CROSSENS  
DRAINAGE BOARD

Your Ref.

Our Ref. EP/KI/E.4/2/19

48 WEST CLIFF,  
PRESTON.

(When telephoning please ask for Mr. E. Parrott)

Tel.: 58455

T. Bolton Esq.,  
Secretary,  
Southport & District Wildfowlers' Association,  
10 Kirkdale Road,  
Langho,  
Nr. Blackburn.

17th August, 1979.

Dear Sir,

ACCESS OVER SEA EMBANKMENT, BANKS

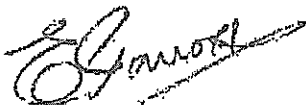
I refer to your request made recently to the Chairman of the Board, Mr. E. J. Booth.

The meeting of the Board yesterday signified their willingness of grant permission to the members of your Association to pass on foot over the Board's sea embankment at Banks, in order to gain access to the foreshore over which the Association hold shooting rights, subject to the drawing up of an appropriate form of Licence at a nominal annual rental of one peppercorn.

You will appreciate, however, that the Board must reserve the right in such Licence to withdraw the permission proposed to be granted, if at any time circumstances should arise which in the view of the Board warrant such withdrawal.

If your Association is willing to accept these terms, please let me know and I will proceed to draw up the relevant Licence.

Yours faithfully,



for E. Crowther,  
Clerk of the Board.



RIVER CROSSENS  
DRAINAGE BOARD

Your Ref.

Our Ref. EP/KT

48 WEST CLIFF,  
PRESTON.(When telephoning please ask for Mr. E. Parrott)

Tel.: 58133

T. Bolton, Esq.,  
Hon. Secretary,  
Southport & District Wildfowlers' Association,  
10 Kirkdale Road,  
LANGHO,  
Near Blackburn, Lancs.

1st October, 1979.

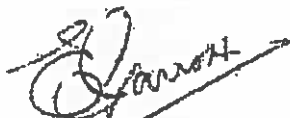
Dear Sir,

ACCESS OVER SEA EMBANKMENT, BANKS

With reference to our earlier correspondence in this matter, I now forward herewith the original Agreement, duly completed on behalf of the Board. Please retain this document in the Association's records.

I take it the salient provisions of the Agreement will be brought to the attention of all members of the Association who will be exercising the licence granted therein.

Yours faithfully,



for E. Crowther,  
Clerk of the Board.

Dated 1<sup>st</sup> October 1979

RIVER CROSSENS DRAINAGE BOARD

- and -

THE SOUTHPORT AND DISTRICT WILDFOWLERS' ASSOCIATION

AGREEMENT

relating to Grant of Permission for  
passage over the Banks Sea Embankment

AN AGREEMENT made the *first* day of *October* One thousand nine hundred and seventy nine BETWEEN the RIVER CROSSENS DRAINAGE BOARD whose office is situate at 48 West Cliff Preston in the County of Lancashire (hereinafter called "the Board") of the one part and the SOUTHPORT AND DISTRICT WILDFOWLERS' ASSOCIATION (hereinafter called "the Association") of the other part


WHEREBY IT IS AGREED AS FOLLOWS:-

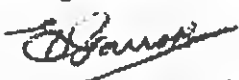
1. The Board will permit those persons who at any time within the period of currency of this Agreement constitute the membership of the Association to pass and re-pass on foot and not otherwise over the sea embankment owned by the Board at Banks near Southport (hereinafter called "the embankment") for identification purposes only marked with a red line on the plan annexed hereto in order that the aforesaid persons may gain access to the foreshore on the seaward side of the embankment
2. The beforementioned grant of permission shall be subject to the payment by the Association of an annual acknowledgment of one black peppercorn payable (if demanded) on the first day of October in the year One thousand nine hundred and seventy nine and in each successive year whilst the Agreement remains in force
3. The Board shall not be responsible for any loss injury or accident which may be suffered by any member of the Association exercising the right of passage over the embankment permitted under this Agreement
4. The benefit to the Association under this Agreement shall not be capable of assignment
5. The Association acknowledge the right of the Board by notice which may be given at any time to withdraw the

permission now granted and at the sole discretion of the Board  
determine this Agreement

IN WITNESS whereof the Chairman of the Board and the Secretary  
the Association for the time being have hereunto set their hands  
the date and year first before written



SIGNED by ERIC J. BOOTH )  
on behalf of the RIVER )  
CROSSENS DRAINAGE BOARD )  
in the presence of:- )

  
Chairman

  
48 West Cliff,  
Preston

Area Administrative Officer

SIGNED by TERENCE BOLTON )  
on behalf of the SOUTHPORT )  
AND DISTRICT WILDFOWLERS' )  
ASSOCIATION in the presence )  
of:- )

  
  
Secretary

Harry Wherry  
2 KIRKDALE RD.  
LANGHO.  
Senior Clerk.

# PLAN REFERRED TO

board to

stary to

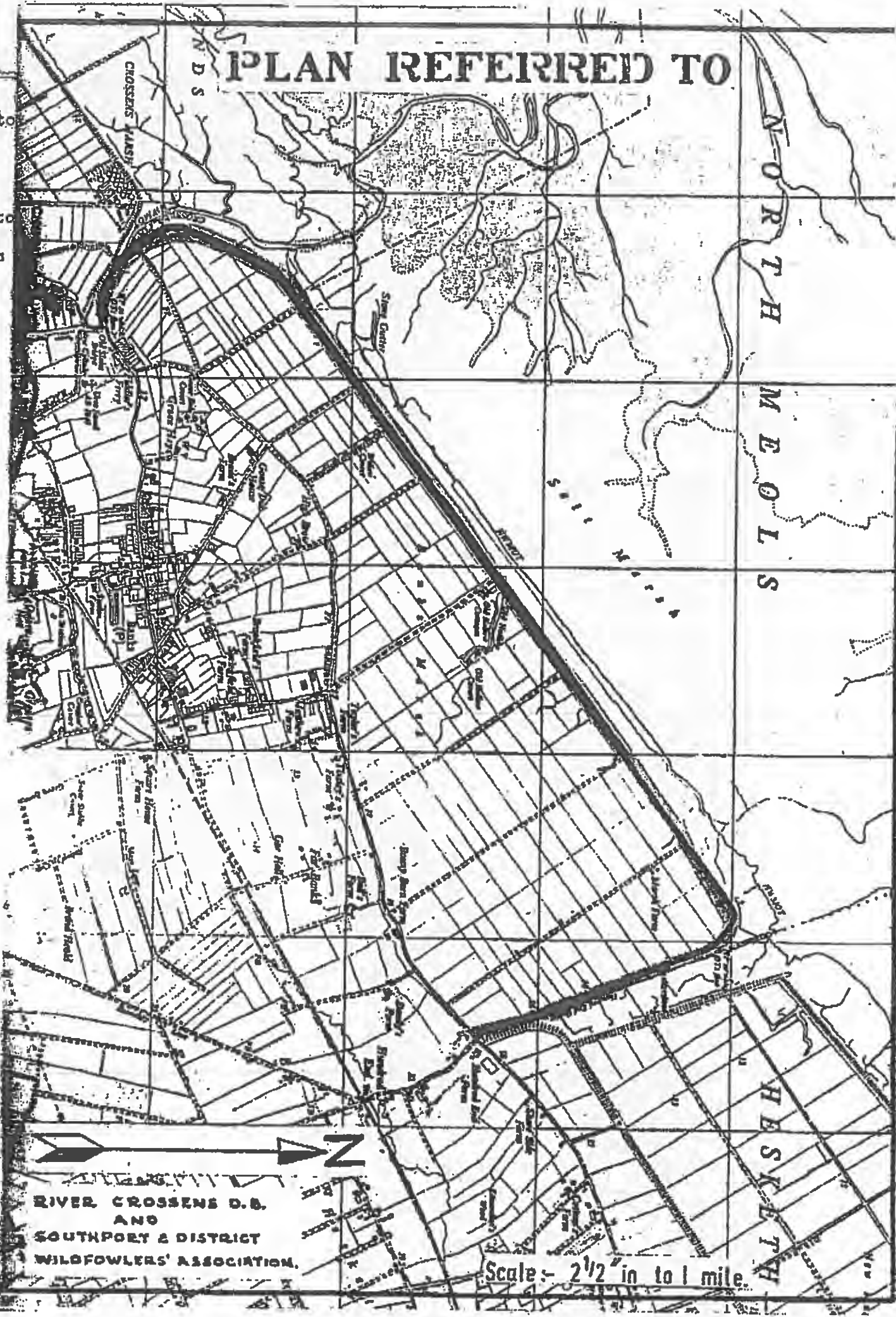
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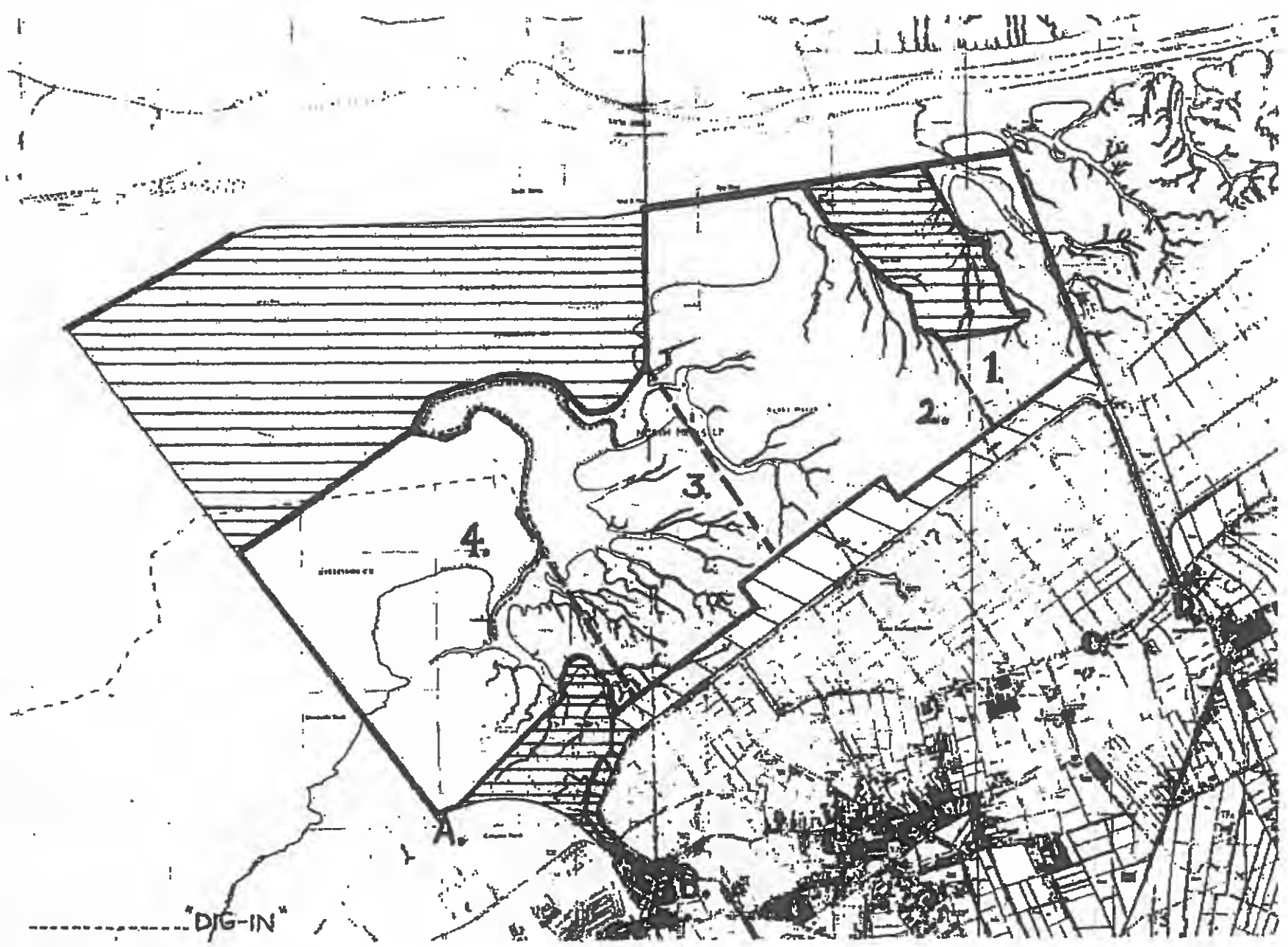
NORTH MEOLS




HESKETH



RIVER CROSSENS O.B.  
AND  
SOUTHPORT & DISTRICT  
WILDFOWLERS' ASSOCIATION.

Scale - 2 1/2" in to 1 mile.



 SANCTUARY  
 BOUNDARY  
 DIG-IN AREAS



# THE SOUTHPORT & DISTRICT WILDFOWLERS' ASSOCIATION

**President:**  
Colonel R. Meskech, T.D., D.L., J.P.

**Treasurer:**  
K. Aldersley  
56 Guineaz Hall Lane, Banks, Southport

**Vice-Presidents:**  
Sir Vivyan Naylor-Leyland, Bc.  
L. Isenberg, Esq.  
R. Wagstaffe, M.B.O.U.  
W. L. I. Brockbank, M.B.O.U.  
W. Owen, Esq.  
A. W. Jones, Esq.  
R. Meskech, Esq.

**Chairman:**  
B. S. Jones  
Lock House, Lock Lane, Sallom

**Secretary:**  
T. Bolton  
10 Kirkdale Road, Langho, Blackburn.

12th August, 1979 CIR.IB.79,

Dear Member,

Shooting will commence on the first of SEPTEMBER 1979 at 05.00 hours with the following rules in addition to the ones in your rule book.

1. The marsh is closed on Sundays and Mondays
2. Full shooting days are Thursdays, Friday, Saturdays from 05.00 hours until 22.30 hours.
3. Flight dayshooting will be allowed on Tuesdays and Wednesdays from 05.00 until 09.00 hours and from 15.00 hours until 22.30 hours.  
Access at shooting times.  
Members are allowed one hour before and one hour after shooting starts and finishes for access and exit on the marsh. No shooting is to take place in these times. No member is allowed on the marsh during closed times.
4. Moonlight shooting will be the only exception to the above rules, and will only be permitted from three days prior to the full moon until two days after the full moon except Sundays when no shooting is allowed at any time or on any condition. This season, shooting will cease at midnight until 05.00 hours when moonlight shooting rule is in force.
5. Membership cards must be carried at all times and shown on request, and please show your car sticker in a prominent position in your car.
6. Sanctuary areas as shown on the map no access allowed except in emergencies. No shooting allowed within 200m strip under bank or seawall, 400m opposite Old Hollow shown on map.  
All Members must familiarise themselves with boundaries and Club rules before going on the marsh. No excuses will be taken as the Association has gone to great expense and trouble to make things as clear as possible.
7. Automatic shotguns and pump action shotguns must not be used on the marsh.
8. Bag limit is 10 ducks and 4 geese PER MEMBER PER DAY, Juniors to share in these limits!
9. There will be no shooting of game or waders and this includes curlew and snipe.
10. Wildfowl must not be shot for the purpose of sale.
11. Membership cards are NOT transferable on any conditions.
12. WARDENS are Mr E. Hodson for the Association. Mr F. Mawby is the Warden for the N. C. C.  
Bag return cards must be sent within seven days of every month end as per instructions on the cards supplied, only these cards to be used for returns, failure to do so will mean a suspension or expulsion. Please fill the cards in with the area as shown on the map.

Continued :

Continuation Page 2.

ACCESS POINTS TO THE MARSH:

- A. Car Park on Sea Road
- B. Pumping Station (Crossens).
- C. Bonny Barn Lane (to the Bank, car park provided - please park with care).
- D. Hundred End
- E. Georges Lane

:: NO OTHER ACCESS POINTS TO BE USED

Shooting on the licence area as shown on the map as follows:

Access is allowed on the licence area, BUT SHOOTING shall take place only on the areas of the green marsh and from the channels of the Sluice and the Crab Gutter delineated green on the map, but no further than the marker post as shown by cross on the map.

Digging in is only permitted at the edges of the green marsh and in the channels of the Sluice and the Crab Gutter as delineated green on the map.

Species of Duck and Geese that can be shot under the terms of this licence as follows:-

Pintail, Common Pochard, Gadwall, Mallard, Shoveler, Teal, Tufted Duck, Wigeon,

Bean Goose, Canada Goose, Greylag Goose, Pink Footed Goose, White Fronted Goose.

I would like to wish Members a good season and please abide by the rules and please assist the N.C.C. warden Mr F. Mawby if you are requested by him.

Terence Bolton,  
Honary Secretary.

Enclosed: Map, Bag return cards and circular

SPECIAL NOTICE ; No Member is allowed to cross Boundary Gutter until further notice due to Boundary dispute.





### Northern Parishes Local Plan : Proposals Map

Local Plan Boundary	—	Environment (Ecological/Natural History Sites)	EN
Green Belt	BS	Environment (Leeds & Liverpool Canal)	EN ••••
Settlement Areas	HG	Environment (National Nature Reserve)	EN
Long Term Development Sites	BS	Recreation	RC
Sites for which Supplementary Guidance will be prepared	BS	Recreation (Footpaths)	RC
Housing	HG	Community Facilities	RC
Employment	EE	Shopping	SG
Environment (Conservation Areas)	EN	Transportation (Car Park)	TR
Environment (Ancient Monuments)	EN	Scale	0 1 2 Kilometres
Environment (Industrial/Archaeological Interest)	EN	Letters refer to policies in text	1989

West Lancashire District Council  
 T.L.Abernethy B.Sc M.C.D M.R.T.P.I - Director of Development  
 & Amenities, 52 Derby Street, Ormskirk, L39 2DF

Based on a reduction of the 1978 Ordnance Survey map  
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PRELIMINARY REPORT

PREPARED ON BEHALF OF

CLARGES STREET INVESTMENTS LIMITED

WITH REGARD TO

SCARISBRICK BANKS' ESTATE

29th June 1989

Smith Hodgkinson McGinty  
Auctioneers, Valuers, Agents

Chorley, Lancashire.

## CONTENTS

- 1.0 Instructions
- 2.0 Appraisal
- 3.0 Recommendations
- 4.0 Management Proposals

### Appendices

- A. Legal Report
- B. Breakdown of tenancies
- C. Potential development

The preliminary report is prepared on facts available to us at the present time and should not be construed as final and absolute, and will be subject to necessary amendments as more detailed information becomes available.

This report is prepared on behalf of Clarges Street Investments Limited for their and their professional advisors' sole use, any liability to any third party acting as a result of information contained within this report is disclaimed.

1.0

Instructions

1.1

To provide brief recommendations for the managements of the Scarisbrick Estate.

1.2

To provide proposals for the management of the estate by Smith Hodgkinson McGinty

2.0 Appraisal

2.1 The Scarisbrick Banks Estate extends to 829 acres, or thereabouts, and is fully let on a variety of differing agreements. A report of the tenancies on the estate and their legal implications is included in appendix 'A'.

The estate consists of good quality agricultural land, the majority of the land being classified as grade 1 by M.A.F.F.

2.2 The estate has 5 farmsteads, 2 of the original farmsteads having been excluded from the sale to Clarges Street Investments. The estate also has the benefit of a Keepers Cottage which is let in conjunction with sporting rights.

2.3 Of the estate's 829 acres, 747 acres are let on tenancies protected by the Agricultural Holdings Act and 54.29 acres are held on tenancies outside the act.

A breakdown of the tenancies are shown in appendix B.

It must be noted from this that the land on agricultural tenancies, being protected by the 'Act', is less flexible and there is considerable security of tenure with a right to successions in all tenancies dated before 1984. This being the case, the land is tied up for a number of years and any proposals for the estate must have regard to this fact.

Rent may be reviewed every third year subject to notice being served at least 12 months in advance. We are, at this stage, unaware of the date of the last review and of the position of the serving of notices. It is advisable, therefore, to wait until the position is clarified on this matter before a decision as to rent reviews is made.

The 54.29 acres covered by agreements outside the 'Act' is more flexible, there being no security of tenure on the expiration of these agreements. We are led to believe the Gladstone and Bower agreements were renewed on 10th February 1989, but we are unaware, as yet, as to the length of the new agreements. Suffice to say that they will be less than 2 years but greater than 1 year.

We are also led to believe that 4.13 acres is let on a grazing agreement of less than 365 days, however, we do not at present have a copy of the current agreement.

This 54.29 acres will thus be vacant within the next 18 months and a decision should be made as to whether the land is relet to the current tenants.

2.4 The land off Cabins Lane, let on Gladstone v Bower tenancies to Caunce and Rimmer, is at present being farmed less than adequately for what one would expect of land of this calibre. Recent inspection throws considerable doubt over the occupiers' farming abilities. The position, at the end of these fixed term tenancies, should be considered very seriously indeed.

2.5 Again the state of the crops in the field and the ground deterioration and tidiness of the farmyard of Holly Farm throws a dark shadow over the abilities of Caunce. It is suggested that immediate action be taken to remedy this, by informing Caunce of our dissatisfaction and, if no remedy is forthcoming, then by the serving of the appropriate notices.

It would appear that active management is a necessity in this area of the estate in order to stop a deterioration in the farmstead and land.

2.6 The remainder of the estate appears, from our initial inspection, to be reasonably well farmed, our only causes for concern being the state of the farm buildings as Goose Dub Farm and B de's Farm. These problems will have to be rectified once further information is available as to the repairing obligations affecting them.

A further cause for concern is the existence of building debris on one of the fields let to Baxter at High Brow Farm. We are informed that this is in position for the filling of a dyke. The nature of the material, however, is inconsistent with soils of the area and we would recommend immediate action in the short term.

2.7 From our inspection and discussions with Mr. Crook, on site, we have identified the areas shown on appendix 'C', as potential development land for residential building, subject to necessary planning consents.

The site to the east of Banks is predominantly occupied by Gregson, as part of Neales Farm, the tenancy agreement for which has a clause for 'notice to quit part' should planning permission be obtained, thereby making possession of the land easier to obtain. The remainder of the site is occupied on an annual grazing agreement, thereby ensuring no security of tenure.

2.8 The other identified site is the poultry farm in New Lane. This would appear to be an infill site and one well suited to development. The site is let on a tenancy protected by the 'Act'.

2.9 Other potential for development within the site lies in the farm buildings at Goose Dub Farm and Brade's Farm. Both these farms are occupied by Bond. As discussed in 2.6, they are in a poor state of repair, reflecting their viability as useful agricultural buildings. There may be merit in approaching Bond with a view to him surrendering the farm building in return for the estate erecting new buildings, at cost less the value of the existing buildings.

The houses at these holdings are a valuable asset and would command high prices if sold on the open market. There may also be merit in offering compensation for surrender, or perhaps offering a new house built under Section 52 (Agricultural Worker's Cottage) agreement, and moving the working farmyards away, thus releasing the existing yards for development.

2.10 Planning applications have been granted for the drilling of gas by Lancashire County Council, adjacent to Goose Dub Covert. This is at present being discussed with West Lancashire District Council, but it appears that drilling will be allowed to go ahead somewhere in the area of Goose Dub Covert.

The estate, prior to the sale to Clarges Street Investments Limited, had been in negotiations with the Oil Company, although no outcome had been reached.

2.11

All woodland on the estate is in hand, the sporting rights over the estate being let until 1991.

Included in the let of sporting rights is a Keepers Cottage which must be used for a service tenancy to the gamekeeper.

This cottage will be vacant when the sporting rights agreement comes to an end in 1991

- 3.0 Recommendations
- 3.1 The estate should be managed in order to maximise income and capital growth. We are informed that the estate is considered by the company as a medium to long term investment. This being the case, it should be managed effectively so as to increase its capital value whilst maintaining a reasonable return by way of income.
- 3.2 As a result of two farmsteads being lost from the estate, the possibility of the creation of new farms, from land attached to these farmsteads, should be explored. This will not only increase rents from the estate, but will also create a capital asset.
- 3.3 90% of the land on the estate is let under tenancies protected by the Agricultural Holdings Act. As these tenancies come to an end, the possibilities of lettings with less security of tenure should be investigated, thus giving flexibility to the position of the estate.
- 3.4 The position regarding rent reviews should be clarified and the necessary action regarding notices for review made.
- 3.5 The land at Cabins Lane, let on Gladstone v Bower tenancies should be relet, when the agreement expires, to alternative tenants with proven husbandry skills under a similar arrangement, in order to improve the land, or perhaps create another holding for sale.
- 3.6 Immediate action should be taken in order to ensure that Holly Farm is reinstated to a standard of tidyness and husbandry that should be expected of such a farm.
- 3.7 The planning possibilities for the areas identified as potential development should be investigated. Should the land prove to have the capability for development then vacant possession should be strived for by the mechanisms available to the estate under the Agricultural Holdings Act.
- 3.8 Development potential of the farm buildings at Brade's and Goose Dub Farms should be explored and negotiations entered into to release these buildings and yards for conversion.
- 3.9 Negotiations should be continued with regard to the possible gas drilling, in order that agreeable terms are reached with the oil company and the estate.

4.0 Management Proposals

4.1 Smith Hodgkinson McGinty propose that the general management of the estate be carried out by themselves, to cover the following items :

- Collection of rents
- Supervision of tenants
- Making of estate payments
- Keeping the necessary estate cash accounts
- Specifying and supervising repairs and maintenance by contractors.
- Ordinary management of woodlands
- Maintaining estate ordnance sheets, terriers and records.

on a day to day basis.

4.2 It is proposed that regular visits are made to the estate in order to supervise tenants and to see that necessary works are being carried out on a weekly basis. That we liaise with Mr. Crook and that regular meetings are arranged on the estate to discuss management. In addition, a quarterly report to be prepared for Clarges Street Investments Limited. Also that directors attend managements meetings whenever possible.

4.3 The fee for the above management would be at a reduced rate of 8% of rental income. As is usual, this fee does not normally cover the following services :

- Valuations (including dilapidations and tenant right);
- Lettings and rent reviews
- Sales and purchases of property
- Preparation and supervision of woodland plans and accounts and sales of timber and underwood
- New building work
- Improvements and other architectural services
- General control and accounts of home farm and/or marked garden
- Surveys
- Plans and terriers
- Attendance at valuation and other courts, enquiries, tribunals or arbitrations.

R E P O R Ton certain Agreements affecting land at Scarisbrick Lancashire

Note: In this Report

(a) The Documents will be referred to by reference to the number assigned to them in the contract for the purchase of the land.

(b) "The Act" means the Agricultural Holdings Act 1986

(c) It is assumed that the land referred to in each document is agricultural land, being land used for agriculture which is so used for the purpose of a trade or business.

1. The Law

1.1 Agreements to which the Act applies.

1.1.1 The Act applies to agreements for the letting of agricultural land from year to year.

1.1.2 Any agreement which purports to let a person use agricultural land for an interest for less than a tenancy from year to year or a person is granted a licence to occupy land for use as a agricultural land that agreement shall be treated as if it were a tenancy from year to year and one to which the Act applies. It is also essential that the grantee have exclusive occupation of the land. There are however certain exceptions:-

(a) The statutory exceptions:-

(i) Tenancies or licenses to use land for grazing or mowing for some specified period of the year

(ii) Certain tenancies which have received ministerial consent to the exclusion of the terms of the Act.

(b) The Case Law Exception - Gladstone -v- Bower:-

Tenancies of more than one year but less than two years.

## 1.2 Effects of the Act's application

### 1.2.1 Notices to Quit

1.2.1.1 If the agreement pursuant to which land is let is an agreement to which the Act applies:-

(a) A Notice to Quit the holding, notwithstanding any provision to the contrary in the contract of tenancy, shall be invalid if it purports to terminate the tenancy before the expiry of 12 months from the end of the then current year of tenancy

(b) where, not later than one month from the giving of the Notice to Quit the Tenant serves on the Landlord a counter notice in writing, the Notice to Quit shall not have effect unless, on the application by the Landlord, the Agricultural Land Tribunal consents to its operation. There are a number of exceptions to this. For the purposes of this Report I shall only specifically mention one namely case B of Schedule 3 to the Act that is where:-

"the notice to quit is given on the ground that the land is required for a use, other than for agriculture:-

(i) for which permission has been granted on an application made under the enactments relating to town and country planning or

(ii) for which, otherwise than by virtue of any provision of those enactments, such permission is not required.

and that fact is stated in the Notice".

The Tenant may however challenge the reasons given by serving a Notice requiring arbitration.

1.2.1.2 It will not be possible to serve a Notice to Quit part of an agricultural holding unless the contract of tenancy contains a provision permitting such a Notice or the Notice to Quit states that it is given for a purpose, inter alia, the making of a road or other work connected therewith (Section 31 of the Act). If the Agreement contains such a provision the period of notice must be reasonable. It must give the Tenant at least enough time to serve the appropriate notices.

### 1.2.2 Succession

1.2.2.1 For tenancies granted prior to 12th July 1984 close members of a tenant's family may be able to succeed to the tenancy either on the death of the Tenant or upon the Tenant's retirement. Generally this is only possible on no more than two occasions.

1.2.2.2 For tenancies granted on or after 12th July 1984 this right of succession will not be available to a Tenant's family unless

(a) it was agreed at the time the tenancy was entered into that it would apply or

(b) the grant of a tenancy is to an eligible close relative of a tenant who died prior to 12th July 1984, as a result of that death.

### 1.3 Rent Review

1.3.1 Section 12 of Schedule 8 of the Act gives each party the right to demand arbitration as to the rent payable in respect of the holding. The arbitrator would then be under a duty to determine the rent payable. The Notice in writing must be served on the other party demanding that the rent to be payable in respect of the holding as from the next termination

date shall be referred to arbitration. The next termination date following the demand is the next day following the date of the demand on which the tenancy of the holding could have been determined by Notice to Quit given at the date of demand .

1.3.2 The provisions of Section 12 can only be invoked 3 years after the commencement of a tenancy or 3 years after the last determination of rent.

## 2. The Documents

On the basis of the above, the documents can be divided into 6 different groups:-

### 2.1 Documents numbered 12, 24, 29 and 32

These are all tenancies of agricultural land granted from year to year prior to 12th July 1984 and to which the rules of succession apply.

### 2.2. Document number 36

Though a tenancy of agricultural granted from year to year granted after 12th July 1984, it contains a declaration that it is a "first sucession" from a tenancy granted prior to 12th July 1984 and is therefore a tenancy to which the succession rules apply

### 2.3 Documents numbered 35, 37, 38 and 40

Again these are all tenancies of agricultural land granted from year to year but these were granted after 12th July 1984. They are not expressed to the "successions" therefore they do not appear to be tenancies to which the succession rules apply. It would however be advisable to obtain confirmation that they are not tenancies granted pursuant to a succession.

### 2.4 Documents numbered 33, 34 and 44

2.4.1 These documents are expressed to the licenses for a period of 18 months which do not confer exclusive

possession of the grantee. Document number 33 apparently expired on 30th September 1986 as did document number 34 but that appears to have been renewed for a further period of 23 months expiring on 30th September 1988.

2.4.2 Exactly what is the nature of these agreements will very much depend on the facts during the continuance of their term and what has happened since their expiration. Either they are

2.4.2.1 Non exclusive licences which are not converted into tenancies from year to year (whilst the documents specifically state that they do not grant exclusive possession to the licensees this may in fact not be the case. The rights reserved for the grantor will not necessarily take away exclusive possession. It will therefore be necessary to closely examine the surrounding circumstances) or

2.4.2.2 They are tenancies but fall within the Gladstone v Bower exception and are not therefore tenancies to which the Act applies (there will however have to be a close examination of the facts surrounding the grant to ascertain that the agreement fall within the strict requirements of the exception) or

2.4.2.3 They are licences which confer exclusive occupation on the tenants and are therefore converted into tenancies from year to year

## 2.5 Document numbered 39

2.5.1 This document is expressed to be a Grazing Agreement for a specified period of the year which expired on 30th November 1986. At first sight it would appear to have expired and that during its term it was an agreement which was an

exception to the Act. As before much will depend on what has happened since its expiration.

2.5.2 A further point to note is that the grazing is restricted to a pony. The grazing of horses is not usually, considered to be an agricultural use although in some instances it may be, for example, a riding school has been found to be an agricultural use in certain circumstances. Again, a careful examination of the surrounding circumstances will have to be undertaken.

2.5.3 If it is found that the land has been used for agricultural purposes continuously with no further agreement it is possible that the grazier may argue that the agreement has become a tenancy from year to year and therefore a tenancy to which the Act applies.

2.5.4 If it's found that the land has not been used for agricultural purposes and the grazier has had exclusive possession of the land it may be that the grazier has a tenancy of the land, not protected by the Act, rather than a licence.

## 2.6 Document number 41

2.6.1 This is a Lease for one year certain of a cottage, réaring field, shooting and rights of privileges of sport (excluding fishing) over 835 acres expiring on 1st November 1988 but reserves to the Landlord the right of hunting foxes and other beasts of chase and the right to enter the woodland to carry out normal forestry operations.

2.6.2 Whilst the keeping of pheasants for sport is a usual country pursuit it is not generally accepted to be an agricultural purpose. This agreement may not therefore be one to which the Act applies.

2.6.3 If the Tenant has continued in occupation and has used the land and exercised the rights for the purposes of the business the Lease consideration will have to be given as to whether the provisions of the Landlord and Tenant Act 1954 apply.

### 3. Possession. Notice to Quit under the Act

#### 3.1 Documents 12, 24, 29, 33, 35, 36, 37, 38 and 40 - Notice to Quit the whole

3.1.1 Notice to Quit in the prescribed form, preferably specifying the reasons must be served on the tenant giving at least 12 months notice from the date on which the tenancy would next expire eg those which commenced on a 2nd February, the earliest date that possession could be sought if Notice to Quit were served now would be 2nd February 1991

3.1.2 For the purposes of this Report, assuming the reason to be given for the notice to be Case B (as mentioned earlier) if the Tenant chooses to challenge the notice by way of arbitration it will be necessary for the Landlord to prove that:-

- (a) planning permission has been obtained
- (b) planning permission has been obtained for the each and every part of the land referred to in the notice
- (c) he genuinely intends to implement the planning permission and that it is not a ploy merely to obtain vacant possession.

#### 3.2 Documents 12, 24, 29, 33, 35, 36, 37, 38 and 40 - Notice to Quit part

3.2.1 As previously mentioned, it will only be possible to serve a Notice to Quit part if the Tenancy Agreement contains such a provision or the reason for the Notice to Quit is as specified in Section 31 of the Act.

3.2.2 Each of these documents contains a provision for resumption of part. Each one varies. The periods range from 6 weeks to 3 months notice provided that the purpose is for a use other than agriculture. As the clauses for early resumption of part of the holding are not in exactly the same form, careful consideration will therefore have to be given to the terms of the planning permission granted.

3.3 Again it is not sufficient to have an intention to use the land for such a purpose at some future date. The Landlord will need to have the necessary planning permission for the area referred to in the Notice and be able to prove a genuine intention to implement the planning permission.

3.4 Again as for a Notice to Quit the whole, depending on the reasons given in the notice, the Tenant could serve either

(a) a counter notice to require the consent of the Agricultural Land Tribunal to the operation of the Notice or

(b) a Notice requiring the reasons specified in the Notice to Quit to be arbitrated

### 3.5 Documents 33, 34, 39, 41 and 44

All these documents appear to have expired. Further information is required to ascertain on what terms the land is currently occupied to determine how the rights of occupation may be terminated.

## 4. Comparison of terms

For these purposes the documents can be divided into 5 different groups

### 4.1 Documents 12, 24 and 29

4.1.1 These are all on, what appears to be on a standard printed form although document number 24 has some extra

clauses and is slightly more detail. There is no indication of the publisher of the document. They contain clauses dealing with all the aspects covered by the present Estates Gazette form of tenancy but not all and not in such great detail. Herewith a copy of the Estates Gazette Tenancy for information purposes.

4.1.2 Documents 12 and 44 deal with land only and document 29 deals with land and buildings.

4.1.3 Where the documents are silent as to the rights and obligations of the Landlord and Tenant for fixed equipment The Agriculture (Maintenance of Fixed Equipment etc) Regulations 1973 apply.

#### 4.2 Documents numbered 32, 35, 36, 37, 38 and 40

4.2.1 These are in a different form to documents numbered 12, 24 and 29. They do however deal with very similar points but in much greater detail.

4.2.2 With the exception of document 35 they also entitle the Landlord to be reimbursed for the cost expended on insurance unlike documents 12, 24 and 29.

4.2.3 They also specifically deal with the Tenant's right to compensation at the end of the tenancy.

4.2.4 The exceptions and reservations in favour of the Landlord are very general and do not reserve specific rights of way. Document 32 however grants a right of way to the Tenant over "Georges Lane Pace".

4.2.5 Again where the documents are silent as to the obligations of the Landlord and Tenant The Agricultural (Maintenance of Fixed Equipment etc) Regulations 1973 will apply.

#### 4.3 Documents numbered 33, 34 and 40

4.3.1 These are in exactly the same form as one

another except that number 44 reserves to the lessor the mines and minerals.

4.3.2 They do not follow the precedents contained in either the 4th or 5th edition of the Encyclopaedia of Forms and Precedents. They do however deal with a number of the matters covered in those precedents.

#### 4.4 Document numbered 39

Again this is not in a precisely similar form to that set out in either of the 4th or 5th editions of the Encyclopaedia of forms and precedents but nevertheless is very similar.

#### 4.5 Document numbered 41

I have not been able to find a precedent upon which this is based save that it follows the usual form of a lease. It contains a provision for the Landlord to determine the grant of the sporting rights upon 3 months previous notice which, if it is a business tenancy, may be void.

#### 4.6 Conclusion

Documents 12, 24, 29, 32, 35, 36, 37, 38 and 40 appear to deal with the minimum requirements of a written tenancy agreement as specified in Schedule 1 of the Act subject to the following provisos:-

(a) Generally the agreements do not follow the precise wording in paragraphs 6 and 7 but the clauses dealing with insurance and farming in accordance with the rules of good husbandry are probably sufficient.

(b) Whilst there are provisions against assigning and sub-letting there are different provisions in each agreement relating to, inter alia, residing in farmhouses, letting of cottages and grass keep agreements.

(c) It is a question of fact whether the descriptions are sufficient.

APPENDIX B

Tenancies Protected by Agricultural Holdings Act 1986

<u>Tenant</u>	<u>Holding</u>	<u>Area/Acres</u>	<u>Date of Agreement</u>
R. Ball	Land at Banks Marsh	52.245	2 Feb. 1973
D. Baxter	High Brow Farm	102.63	2 Feb. 1983
	Part of Bartons Farm	62.9 71.22	2 Feb. 1985
R. Brade	Land at Banks Marsh	9.85	2 Feb. 1978
P/Reps.of P. Bond	Goose Dub Farm	182	2 Feb. 1985
A. Counce	Holly Farm	95.58	2 Feb. 1985
E. Gregson	Neales Farm	147.09	2 Feb. 1985
N. Fiddler	Poultry Farm 43 New Lane	9.981	2 Feb. 1972
J. Rimmer	Land at Vicarage Lane	13.514	2 Feb. 1958
Total		747.01 acres	

APPENDIX 'B'

Agreements outside the Agricultural Holdings Act

<u>Name</u>	<u>Holding</u>	<u>Area/Acres</u>	<u>Type of Agreement</u>
J.Rimmer	Land at Cabin Lane	30.14	Gladstone v Bower
A.Caunce	Land at Cabin Lane	20.02	Gladstone v Bower
E.Crowhurst	Land at Station Road	4.13	Grazing Licence
Total		54.29 acres	
Land in hand		27.51 acres	

SCARBOROUGH BOROUGH COUNCIL

		<u>Rep. Amt</u>	<u>Date</u>	<u>Vat</u>	<u>Rent Paid</u>	<u>Balance</u>
D. GALL	- HUNDRED END	1,900.00	1.12	142.50	1,900.00	142.50
D. J. BAXTER	HIGH BROW AND BARTONS	5,094.00	1.8		5,094.00	
"	" " "	5,094.00	11.11	764.10	5,094.00	764.10
P. BONE	- GOOSE DUB AND BRAGGS	7,625.00	1.12	431.25	-	8,056.25
R. SHARPE	- BANKS MARSH	700.00	1.6	58.00	-	-
S. CAUNICE	- HOLLY FARM, CABIN LANE	4,065.00	2.8	211.12	4,065.00	211.12
"	" " "	580.00	31.12	63.75	-	613.75
N. FIDDLER	POULTRY FARM	1,500.00	1.5	37.50	-	-
GREGSON	NEALES FARM	4,593.00	1.18	344.42	-	344.42
J. R. BYRNER	VICARAGE FARM, CABIN LANE	1,435.00	31.12	107.63	-	107.63
J. FLEETWOOD-HESKETH	SHOOTING	300.00	2.2	-	-	-

50,545.02

Reminders for rent arrears have been forwarded where appropriate

SMITH HOOBKINSON MCGINTY  
SCARISBRICK - BANKS ESTATE

MANAGEMENT STATEMENT

NAME	PROPERTY	DATE DUE	RENT DUE	DATE PAID	RENT PAID	MGMT CHARGES	VAT ON CHRG	BANK CREDIT	ARREARS	REMARKS
<u>1 31.10.89</u>										
xtar	High Brow & Bartons Fm	1 Aug	5094.00	29 Aug	5094.00				-	
rnca	Holly Farm	2 Aug	4065.00	11 Sep	4065.00				-	
					9159.00	832.91	109.91	By cheque 8316.32		
<u>1 30.11.89</u>										
xtar	High Brow & Bartons Fm	11 Nov	5094.00	28 Nov	5094.00	487.52	61.13	U/credit 27.11.89 4625.35	-	
<u>1 31.12.69</u>										
lll	Banks Marsh	1 Dec	1900.00							
ugson	Neales Farm	1 Dec	5843.00							

21

Banks Enclosed Marsh

R. BALL

BAXTER 3

BRADF...

BOND

GREGSON

Banks

BAXTER 6

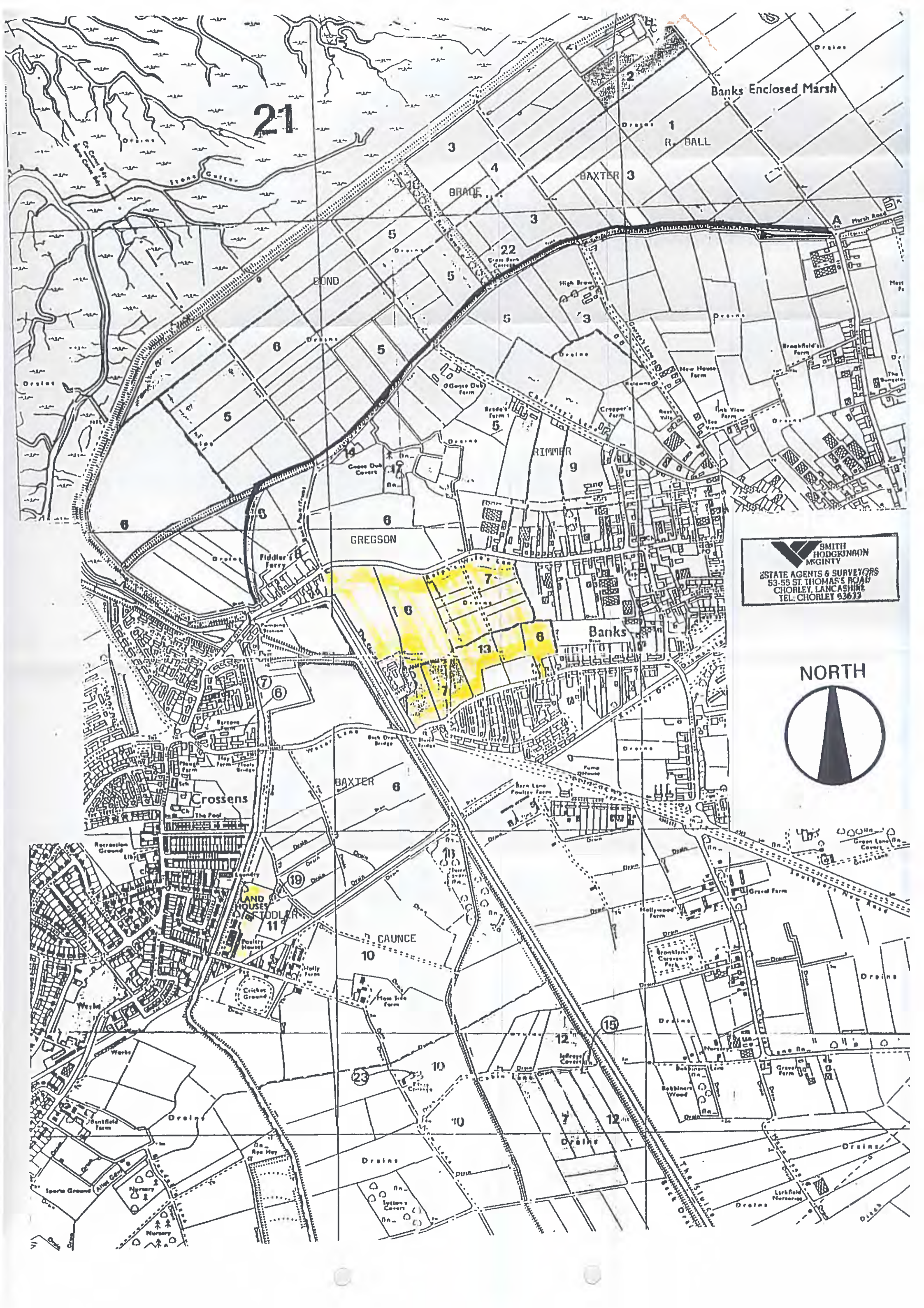
Crossens

LAND HOUSES

CAUNCE

**SMITH  
HODGKINSON  
MCINTY**  
ESTATE AGENTS & SURVEYORS  
53-55 ST. THOMAS'S ROAD  
CHORLEY, LANCASHIRE  
TEL: CHORLEY 63633

NORTH





Lancashire  
County  
Council



1. (D)  
Orig. to Martin Willbroad 28.11.2001.  
(Re: Bridleway?)  
B Jackson MA DAA; County Archivist  
Lancashire Record Office  
Bow Lane Preston Lancashire PR1 2RE  
Fax: (01772) 263050  
email: record.office@ed.lancscc.gov.uk

Providing archive services to Lancashire, Blackburn with Darwen and Blackpool

Mrs B Crook  
Southport Land & Property Ltd  
Ribble Hall Farm  
Hesketh Bank  
Preston PR4 6XP

Please ask for Andrew Thynne  
Telephone (01772) 263036  
Your ref  
Our ref LL/RO/A1/C/AT  
Date 22 November 2001

Dear Mrs Crook

Thank you for your letter of 21 November.

The OS 6 inch map surveyed in 1891 shows only a curving embankment (passing Goose Dub House and Taylors Farm) and this is presumably the older embankment. The later edition c1910 shows an additional embankment further out, running very straight for about two miles.

There is a large bundle of papers in the Scarisbrick archive here relating to the building of defences and other works on Banks Marsh (ref: DDSC 80/5). The papers date from 1880s to c1895 and perhaps a close inspection of them would establish the date of completion, but unfortunately we cannot undertake this sort of research. However, it looks likely that this bank was completed in the mid 1890s.

As for the inner bank, which you think was built about 200 years earlier, I can find no information from a brief look through the catalogue of the Scarisbrick papers, though the answer is probably there somewhere, if one had time to research in detail.

Peter Iles at the Sites and Monuments Record in LCC's Environment Directorate thought that there was a whole series of banks, not just two, all dating from different periods but mostly built post 1840. Apparently it is possible that the first was of medieval origin, though he said that Alan Crosby (a local historian) had evidence pointing to a pre-Conquest origin.

I am sorry I cannot be more specific about the earlier bank but I hope this information will help anyway.

Yours sincerely

Bruce Jackson, County Archivist

Please address your reply to the County Archivist and quote our reference

EDUCATION AND CULTURAL SERVICES DIRECTORATE  
Jack Bennett  
Acting County Director

Providing Education, Library, Arts, Museums and Archive Services



Godfrey Crooks  
and family by name  
and **CROOKS** by nature  
**YOU WILL NOT STOP US**  
**USING THESE TRACKS**

**CLAIM FOR DEFINITIVE MAP MODIFICATION ORDER:  
NORTH MEOLS PARISH COUNCIL**

**Response of Southport Land & Property Company Ltd**

The following are the submissions that Southport Land & Property Company Ltd ("the Landowner") wish to submit to Lancashire County Council as it considers the above Application in respect of land extending to approximately eight hundred and fifty acres ("the Land") in the ownership of the Landowner. These submissions are divided into six sections with various exhibits but reference is made to further documentation which is available for inspection by the Council or the Applicant which in the interest of manageability has not been annexed to these submissions.

The sections are as follows:

1. Brief history of the Land.
2. The Application and recent chronology.
3. Current land use and title evidence.
4. The Highways Act 1980.
5. The Landowner's additional evidence.
6. Summary

## 1. Brief History of the Land

- a) The Land over which the Applicant Parish Council seeks a Definitive Map Modification Order by the insertion thereon of six public footpaths belongs to the Southport Land & Property Co Ltd ("the Landowner") and has been in the ownership of that Company since 1990. The Land was formerly part of the Scarisbrick Estate which was held in trust with the trust itself being dissolved in 1925 when the assets were distributed amongst the beneficiaries who disposed of various parts of the estate over the next fifty years the last sale being made in 1978 by David Scarisbrick.
- b) By 1910 the marshy foreshore area of land was reclaimed with the consequence that the current embankment extended that part of the estate into the foreshore area known as Banks Enclosed Marsh which area had, prior to 1910, effectively formed part of the Ribble Estuary Marshes.
- c) As a consequence of reclaiming this part of the foreshore, across which five of the claimed public footpaths run (the exception being the claimed footpath from Ralph's Wife's Lane to Station Road) a substantial drainage project had to be undertaken which led to the enactment of a Private Act of Parliament namely the Scarisbrick Estate Drainage Act of 1924. The significance of that Act of Parliament is dealt with later in this submission but the consequence of the reclamation and subsequent drainage of the area in question is that there could not be any ancient or historical rights of way over the land over which the alleged footpaths crossed prior to the completion of that reclamation at the turn of the last century (because it was effectively un-drained marsh land) and perhaps as late as the completion of the drainage work permitted and undertaken pursuant to the 1924 Act.
- d) The Landowner is not aware of any assertion by the Applicant or any witness that any such alleged rights of way were exercised prior to the drainage and reclamation of the land but if such assertions were to be made the Landowner would dispute them for the aforesaid reasons.

## 2. Application & Recent Chronology

- a) By letter dated 3 September 2012 the Landowner was advised by Lancashire County Council (reference LSG4/JM9/5.46086/JM9) that the County Council as the Surveying Authority had received a Claim for a Definitive Map Modification Order, the claim comprising six public footpaths identified on the plans adjoining the notification. Notice of the application which was made by North Meols Parish Council of 25 Irton Road, Southport was given to the Landowner on 11 July 2012.
- b) By letter dated 1 October 2012 the Landowner advised the County Council of their opposition to the application for a Map Modification Order and by letter dated 18 June 2013 Solicitors instructed by the Landowner wrote to Lancashire County Council confirming their Client's opposition to the applications briefly explaining the reasons for that opposition and the evidence upon which the Landowner relies. These submissions expand upon those reasons for opposing the applications and are submitted in accordance with the agreement of Lancashire County Council.
- c) A recent chronology relating to public rights of way commences with the deposit by directors of the Landowner in January 1998 of a map and statement declaring that no rights of way over the Land have been dedicated as public footpaths save for the footpath/bridleway marked green on the said plan, pursuant to the provisions of Section 31(6) of the Highways Act 1980. A further deposit to the same effect was again lodged with Lancashire County Council on 26 May 2004 and again in February 2012. Lancashire County Council has acknowledged receipt of the notifications and has duly recorded same for public inspection.
- d) Consequently the Landowner maintains that any alleged period of twenty years use by the public as of right and without interruption thereby resulting in dedication within the meaning of Section 31(1) of the Act would require a continuous period of use ending at the latest 1998 as a consequence of the said provisions of Section 31(6) of the Act. Accordingly, and to the extent that any evidence is submitted by the applicant that post dates events in 1998 including, for the avoidance of doubt, witness evidence that cannot be relevant to the application now under consideration.
- e) In December 2001 a public enquiry was held in respect of an application for a modification of the definitive map of the land by adding a bridleway from points shown on the application and by upgrading the existing footpath (as acknowledged by the Landowner) to bridleway status. The inspector published his decision on 12 February 2002 and the application for modification of the definitive map was substantially granted. Although this decision in 2002 is not directly relevant to the current application the Landowner notes the absence in the inspector's decision of any reference at all to any other alleged public footpath on the land save for the footpath that was the subject matter of the modification application. The Landowner contends that in respect of the current application where all six of the alleged rights of way link up with the footpath/bridleway with which the public enquiry was concerned in 2002 this would have been a relevant factor that the inspector would have taken into consideration.

- f) In July 2004 a celebration was held to mark the launch of the North Meols Parish Plan which plan involved Action to “Link up the public pathway network” and that this would be achieved by “Secure right of way to Ralph’s Wife’s Lane”. The estimated timescale was twelve to twenty four months. The documentation prepared for this event included a large plan illustrating the right of way to be secured but made no reference in any way to the other five proposed rights of way now being sought. Moreover no approach was made by the Parish Council to the Landowner at this time or until receipt of these applications.
- g) Perhaps as a consequence of the decision by the Parish Council to attempt to secure rights of way to Ralph’s Wife’s Lane the Landowner suffered a significant increase in trespass to the estate, vandalism, and accordingly sent a letter dated 1 May 2012 to North Meols Parish Council stating “We are acutely aware of certain local people attempting to create footpaths through the estate where there are none”, drawing the Parish Council’s attention to the vandalism and trespass and that following liaison with the Lancashire Police the measures the Landowner was proposing to take to protect its property including the installation of new gates and fencing and various ground works.
- h) It appears that the response of the Parish Council to the letter of 1 May 2012 are the current applications which seek not simply to secure a right of way to Ralph’s Wife’s Lane, but seeks five additional rights of way across the estate over the farm tracks on the estate which have been utilised by the tenant farmers, their employees and other authorised persons for many years.

### 3. Current Land Use and Title Evidence

- a) As stated above the Land in question was previously comprised within the Scarisbrick Estate which was subsequently partitioned. The Recitals to the Scarisbrick Estate Drainage Act of 1924 Recites various dispositions on the Estate but the purpose of the Act, as stated in the Preamble, was to establish Commissioners to maintain Sea Embankments and a Land Drainage System for the Scarisbrick Estate and reference is made in the Act to the dredging of Crossens Channel pursuant to the provisions of an agreement dated 1912. In order to further the purpose of the Act it was considered appropriate for such responsibilities to be vested in Commissioners duly appointed for that purpose and the Act is concerned with making the appropriate arrangements to enable that purpose to be achieved.
- b) In order however for the Commissioners to carry out their duties imposed upon them by the Act it was necessary for the Commissioners or their agents to be given rights to enter the Land to carry out their duties "without hindrance from any person whomsoever and without being deemed trespassers for so doing making always reasonable compensation to the owners and occupiers of any such land for any damage thereby sustained..." per section 16 (b) of the Act. Equally it was provided (section 54 of the Act) that the owners or occupiers of any part of the lands in question would have the right at all times to pass and re-pass across the embankments and drainage systems for the purpose of obtaining access from any one part to any other part of the land owned or occupied by them.
- c) Given the necessity to include in the Act rights of entry it seems a reasonable conclusion that in 1924 at least there was no recognised public access to the Land and that such access that was given was limited to persons carrying out the function of the Commissioners.
- d) In August 1968 a Conveyance of part of the Land was entered into between the then vendors of the Land and the River Crossens Drainage Board as the purchaser. A copy of this Conveyance and plan is attached to these Submissions. The Conveyance transferred various plots of land to the purchaser including field 747 which now comprises part of the Land and over which the Conveyance reserved to the vendors "(a) a right of way for themselves, their Tenants and other persons authorised by them over the platts leading to the adjoining lands of the Vendors." It is over these fields that the claimed public footpath from a point PF40 to BW47 North Meols is now claimed. It follows, the Landowner submits, that had such a public right of way existed in 1968 it would not have been necessary for the vendor to retain the right of access retained by the said conveyance of 1968.
- e) In August 1978 the Conveyance was entered into between the then vendors of the Land, the Managing Trustees and The Royal Bank of Scotland who were the appointed Custodian of the Land. By this Conveyance the Managing Trustees agreed with the vendors for the purchase of the Land but reserving to the vendors and their successors in title for the benefit of the owners and occupiers for the time being of Banks Marsh

*EXHIBIT*

*1*

Foreshore "(b) full rights of way at all times for agricultural purposes only over the tracks now or formerly known as Banks Pace leading to Suttons Pace and over Charnley Lane Pace between the points marked C and D and E and F on the said plan." A copy of the Conveyance and plan is attached to these submissions. Accordingly these rights are limited to the owners and occupiers of the foreshore, not the public at large and the right is limited to agricultural purposes only.

*EXHIBIT*  
*2*

f) In 1979 an agreement was entered into between the then owners of the Land and the purchaser namely the Nature Conservancy Council whose successors, Natural England, have produced a copy of their purchase agreement which provides "Full rights of way at all times for agricultural purposes only over the tracks now or formerly known as Bank Pace leading to Sutton's Pace and over Charnley's Lane Pace between the points marked C and D and E and F on the said plan." A copy of the said Agreement is attached to these Submissions. The track between C and D is the now claimed public footpath from Charnley's Lane to New Embankment and between E and F the claimed footpath from a point BW47 to PF40 North Meols.

*EXHIBIT*  
*3*

g) In 1987 Specific Enquiries were made by a proposed purchaser of the Land in respect of the title thereto and specifically the August 1978 Conveyance. In specific enquiry 1.1.3 it states "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 Banks Marsh Foreshore others authorised by them and in common with all others entitled to like rights". The questions raised were "(i) are those rights still exercised and if so, by whom". The answer is "The vendor believes such rights are exercised by the various tenants of the Estate". The second question was "Is the maintenance and costs thereof the sole responsibility of the owner thereof. If not, please specify." The answer was "The vendor believes the above tenants maintain in accordance with their Tenancy Agreement. The vendor believes the only third party concerned is the North West Water Authority." A copy of the relevant part of the enquiries is attached to these Submissions.

*EXHIBIT*  
*4*

h) It is self evident that if public rights of way existed over these tracks there would be no requirement for a specific reservation of the rights referred to in the 1978 and 1979 Conveyances above which are for agricultural purposes only. Further, it appears that no argument was ever advanced by the Nature Conservancy Council that public rights of way existed over the Land and neither that body nor their successors Natural England have ever sought to argue for the existence of such rights. For the record the only application that the Landowner has ever received is the current application now under consideration.

i) It is understood there is no dispute that the Land (including the reclaimed land) has been utilised as agricultural land farmed when part of the Scarisbrick Estate and continuously farmed to this day. The Land comprises grade 1 agricultural land intensively farmed for the production of cauliflower, cabbage, broccoli, salad crops and wheat amongst others. Currently the entire Land is let to various agricultural tenants (further details of which are

dealt with below), subject to Agreements permitting shooting on the Estate and Agreements permitting access across the Land to afford access to the embankment and foreshore beyond to the Wildfowlers Association who have sought permission, and are granted an annual permission for a nominal payment, to utilise the farm tracks. This use of the Land to access the foreshore being subject to an annual permission is confirmed in the witness statement section.

- j) Consistent with the intensive agricultural use of the Land access for the tenant farmers, their employees, machinery and livestock has been afforded by the farm tracks which are well defined on the Land and which are essential to enable best utilisation of it. It is over four of the same farm tracks which are well defined, maintained and secure access to the Land that the Applicant now alleges public rights of way exist. Because these farm tracks are utilised on a constant basis by the tenant farmers, their employees, and the agricultural machinery utilised by the farmers, it would have been impractical and inappropriate to erect gates at the entry and exit points on the tracks. In respect of the alleged right of way through the Cross Bank Covert, which is a wooded area containing a rearing pen for game birds and is the location of the Gamekeeper's Cottage on the Land, there is no farm track through this wood. Similarly there is no farm track in respect of the claimed footpath from Ralph's Wife's Lane to Station Road.
- k) In respect of the claimed public footpath from Ralph's Wife's Lane to Station Road the plan attached to the Application for a Modification Order indicate, according to the Land Registry plan attached to the Landowner's title, a route over land that the Landowner does not own save for the land marked between points A and B which has been marked on the said plan and which has been attached to these Submissions. The Landowner is not aware if any other landowner over which the majority of the claimed right of way appears to cross has been served with this application.
- l) Putting aside the evidential considerations (as to which see below) the Landowner submits that it would be wholly inappropriate for land that is intensively farmed to be subject to public rights of way for several reasons. They include:-
- (1) The operation of farming machinery imposes risks for both the operators of such machinery and persons in the vicinity of it. The land is farmed on an industrial scale utilising heavy machinery for planting, fertilising and harvesting the crops. The danger to members of the public traversing such intensively farmed land is immediately obvious and apparent.
  - (2) The crops harvested from the land are utilised by nationally known food supermarkets that have public health responsibilities in terms of possible contamination of food sources. Contamination by domestic dogs is a particular concern and would be exacerbated by permitting members of the public to bring their pets onto the land.
  - (3) For approximately ninety years at least the Land in question has been subject to Shooting Rights where up to ten guns (shotguns) are permitted to shoot at any one time posing an obvious risk to adults, children and dogs. As a matter of law

EXHIBIT  
5

shooting is not permitted within fifty yards of a public highway which reinforces the Landowner's concerns.

- (4) Unrestricted access to commercial farms carries inherent risks of theft and damage to machinery and crops. Damage to property and theft of machinery is a constant concern for farmers when such activities are often undertaken by persons who do not reside in the immediate area and which activities have led in recent years to Farm Watch schemes and other methods advised by the Police to assist the farmers to protect their property.
  
- m) It is submitted that it would be difficult to argue against the general proposition that given the inherent risks involved in allowing members of the public access to an intensively farmed estate subject to shooting rights, it would be inappropriate for such access to be permitted.

#### 4. The Highways Act 1980

- a) It would appear that from the evidence submitted to date by the Applicant for the Modification Order reliance is placed on section 31 of the Highways Act 1980 which provides in (1) "Where a way over any land, other than a way of such a character that use of it by the public would not give rise at common law to any presumption of dedication, has been actually enjoyed by the public as of right and without interruption for a full twenty years, the way is to be deemed to have been dedicated as a highway unless there is sufficient evidence that there was no intention during that period to dedicate it".
- b) It is further provided in sub section (2) that "The period of twenty years referred to in (1) above is to be calculated retrospectively from the date when the right of the public to use the way is brought into question, whether by notice such as is mentioned in sub section (3) below or otherwise".
- c) Section (6) of the Act provides that:-

"An owner of land may at any time deposit with the appropriate Council –

- (a) a map of the land on a scale not less than six inches to one mile; and  
(b) a statement indicating what ways (if any) over the land he admits to having been dedicated as highways;  
and, in any case in which such a deposit has been made, statutory declarations made by that owner or by his successors in title and lodged by him or them with the appropriate council at any time –  
(i) within ten years of the date of deposit; or  
(ii) within ten years from the date on which any previous declaration was last lodged under this section

to the effect that no additional way (other than any specifically indicated in the declaration) over the land delineated on the said map has been dedicated as a highway since the date of the deposit, or since the date of the lodgement of such previous declaration, as the case may be, are, in the absence of proof of a contrary intention, sufficient evidence a negative the intention of the owner or his successors in title to dedicate any such additional way as a highway."

- d) Given the deposit by the current Landowner in 1998 of such a plan and statement acknowledged by Lancashire County Council the consequence of section 31(6) is that any period of presumed dedication must be a continuous period of twenty years ending at the latest in 1998. Accordingly the Landowner submits any alleged use subsequent to 1998 is not relevant to this application in terms of any presumed intention to dedicate.
- e) Section 32 of the Act provides that the relevant determining authority shall take into consideration any map, plan or history of the locality or other relevant document which is tendered in evidence and gives such weight thereto as that authority considers justified by the circumstances. The Landowner is not aware of any map or plan of public records or similar that indicates public rights of way over the routes currently applied for. It is

noted that no such claimed rights of way appear on any ordnance survey map or other official publication. Attached to these submissions is a letter with the attached plan dated 1993 being a response by Lancashire County Council to Mr G Crook in response to his enquiry as to the existence of any public rights of way over the Land. None of the alleged rights of way appear on the County Council's said plan.

*EXHIBIT*  
6

- f) The Landowner acknowledges that the Highways Act 1980 imposes a burden of rebuttal of the statutory presumption by the production of "sufficient evidence" but the Act is not prescriptive as to the nature of that evidence that may be submitted. The Landowner relies not simply upon the documentary evidence referred to and exhibited in this section but upon the further evidence set out in the following section as being sufficient evidence to rebut the presumption of dedication.

## 5. The Landowner's Additional Evidence

### A. TENANCY AGREEMENTS

- i The Land in question forms part of the Scarisbrick Estate and, subsequent to being sold off by that Estate has been dedicated to agricultural use only being divided into various farms let to tenant farmers who have frequently been succeeded as tenant farmers by their children. The earliest Tenancy Agreement in the Landowner's possession is a Tenancy Agreement made on 4 May 1946 between Charles Ewald Scarisbrick (the Landlord) and William Baxter (the Tenant). This Tenancy Agreement relates to the farm described therein and predates the Agricultural Holdings Act 1948. Various obligations to be performed by the Tenant are set out in the Agreement including "To assist his utmost in preventing trespass over the land, and to allow all requisite notices and actions to be given or brought in his name to or against any person trespassing on the said premises".
- ii The Landowner possess copies of some other early Tenancy Agreements including land let to the Ryding family in 1953 and the Bond family and the Gregson family. Each and every previous and current Tenancy Agreement contains similar covenants imposed upon the Tenant by the Landlord in the following terms:

*"To prevent to the utmost of his power any new footpaths or other encroachments or easements being made in or required over any part of the Holding" and*

*"To do his best to prevent trespass over any part of the Holding and to give notice to the Landlords of any continued acts of trespass. To permit the taking by the Landlords of proceedings against trespassers or poachers in the Tenant's name and to lay information and to give evidence against any such trespassers or poachers and to sign if required notices to trespassers and others to keep off the Holding. The Landlords shall indemnify the Tenant against costs, charges or expenses he may incur at their request in connection with these matters".*

This is a covenant invariably contained in Tenancy Agreements subject to the Agricultural Holdings Act 1948 or in respect of any Tenancy Agreements whereby the provisions of the Agricultural Holding Acts have been excluded.

It is noteworthy however that the farm tracks which permit access to the Land and over which the rights of way are claimed are excluded from the Landlord's demise to the Tenants. By excluding the farm tracks the Landlord reserves to himself and those authorised by him, including tenants of the Land, access for the machinery and employees in undertaking the agricultural activities. It is however a requirement of all the farming tenancies, both historical and current, that the Tenant contributes to the maintenance and upkeep of the farm tracks in question and for which payment is made of a fair proportion by the Tenant to the Landowner.

## B SPORTING RIGHTS

- i A feature of the Scarisbrick Estate and the Land in particular, is the grant by the Landowner of the Sporting Rights along with a tenancy of the "gamekeepers" rearing field and cottage known as Cross Bank Cottage. These tenancies enable the Tenant to exercise the Sporting Rights over the entire Land comprising some eight hundred and thirty five acres.
- ii The earliest reference to a Lease of the Sporting Rights that the Landowner has been able to locate are referred to in a Deed of Partition dated 14 April 1923 in relation to the Scarisbrick Estate. The earliest Lease of Sporting rights that is in the Landowner's possession is one dated 6 April 1979 between the Landlord and Mr David R Battersby the Tenant. A copy of this Lease is attached to these submissions. For the avoidance of doubt the Sporting Rights demised by this agreement includes the farm tracks over which the public rights of way are claimed. The Leases provide that the Tenant "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". The Landowner submits that it would have been entirely inconsistent to grant Sporting Rights over the entirety of the Land including the farm tracks in question had public rights of way existed over the Land. The danger to members of the public are all too self evident and moreover it is illegal to discharge a shotgun within fifty yards of a public highway in circumstances where Sporting Rights have been exercised on the Land for generations.
- iii Further, the sporting agreements contain a covenant on the part of the Tenant that the Tenant "will use his best endeavours to prevent trespassing and poaching and if necessary at his own cost prosecute any offenders". The successive shooting agreements with various tenants contain identical provisions namely the permitting of ten guns and a contractual obligation to prevent trespassing to the Land and it would be fanciful (it is submitted) that successive "Gamekeepers" would ignore their obligations to prevent trespassers on entering onto the Land which would be detrimental to the Sporting Rights for which they paid an annual fee.

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## C THE SOUTHPORT & DISTRICT WILDFOWLERS ASSOCIATION

- i It is believed that the Southport & District Wildfowlers Association is the oldest association of its kind in the country having been established in 1887. Attached to these Submissions are witness statements from Mr Alan Jones, the current President of the said Association, whose evidence is that his Association have used the farm tracks that continue from George's Lane and Charnley's Lane to access the embankment for the purposes of their Association. This witness recalls the then owners of the Estate approaching the Association in the 1940's seeking a payment to use the tracks for access. He says that he and the members were not happy about paying as they had always used the tracks with permission, but without payment. He refers to a meeting with a Mr Samuel Duncan who was the Estate Manager who explained to him that if the

Wildfowlers Association were not charged for access then others would try to claim rights to use these tracks as public footpaths or rights of way. Mr Jones says it was clear that Mr Duncan and the owners of the Estate did not wish this to happen and accordingly an agreement was entered into whereby members of the Association paid the owners of the Scarisbrick Estate a shilling a year to use these farm tracks. Attached to the statement of Mr Jones is a receipt dated 11 August 1952 from Scarisbrick Estate being a non transferrable permit to shoot wildfowl on the sea marshes and foreshore and to access same on the "PRIVATE ROADS on Bank Marsh.." This is important documentary evidence that the farm tracks on the estate were acknowledged as being private roads by the estate owners and by members of the Association.

- ii The witness statement of Mr Barry Ganaway Jones, the Chairman of the said Association, attached to these Submissions confirms that the Association had permission on an annual basis from the current land owner and the previous owners to use the farm tracks that continue from the end of Chamley's Lane and the end of George's Lane to access the marsh. This permission is recorded in the Association's Committee minutes.
- iii A third witness, Mr Keith Aldersley, whose statement is attached to these Submissions, similarly confirms that as Treasurer of the Association he was responsible for obtaining permits for each member of the association and paying a shilling a year for permission to use the farm tracks to access the outer marsh. Mr Aldersley recalls this being undertaken from the late 1940's up to 1979.
- iv Attached to these Submissions is a [poor] copy of a letter dated 18 December 1979 from the Nature Conservancy Council to Mr T Bolton (secretary of the Southport & District Wildfowlers Association) headed "Banks Marsh : Wildfowling" and states "I have today written to the...and Associated Companies Pension Schemes to ask whether they are prepared to authorise the use of George's Lane by your members in order to have access to Banks Marsh on foot. I will let you know as soon as I have a reply." This, it is submitted, is the clearest indication by the Nature Conservancy Council that in December 1979 there was no public access over the Land to access the embankment in the manner now contended for by the Applicant. EXHIBIT  
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- v By letter dated 17 August 1979 from the River Crossens Drainage Board to Mr T Bolton the Secretary of the Association, a copy of which is attached, the Board indicated their willingness to grant permission to members of the association to pass on foot over the Board's sea embankment at Banks "in order to gain access to the foreshore over which the association holds shooting rights, subject to the drawing up of an appropriate form of licence at a nominal annual rental of one peppercorn". Agreement dated 1 October 1979 was subsequently entered into by the Board and the Association in respect of the requested permission (a copy of which is attached to these submissions) granting permission to pass and re-pass on foot and not otherwise over the embankment owned by the Board on payment of a peppercorn rent. Finally, a letter dated 12 August 1979 addressed by the Association to each member is attached setting out the rule for shooting on the Marsh identifying various access points to the Marsh including "E. George's Lane...NO OTHER ACCESS POINTS TO BE USED". EXHIBIT  
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EXHIBIT  
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EXHIBIT  
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- vi The consequence of the witness statements and documentation submitted in respect of this section is that both the River Crossens Drainage Board and the Nature Conservancy Council, the Estate owners for the time being and the members of the Southport and District Wildfowlers Association have acknowledged that the Land in question is private land, that the farm tracks over the Land are private farm tracks and that permission to use the farm tracks has been requested and granted and recorded. That arrangement continues to the present day.
- vii The further significance of the statements and documents is that access to the embankment (now in the ownership of Natural England the successor to the Nature Conservancy Council) is not a public right (the Landowner is not aware of any suggestion to the contrary) and access thereto has required, and continues to require, permission. If, as the Applicant contends, the alleged public rights of way existed over the five tracks that lead to the embankment to secure access to the marsh users of those rights of way would not be able to access the embankment without committing acts of trespass. Put simply if the Applicant's contentions were correct five of the six tracks would be, in effect, cul-de-sacs.

#### D SIGNAGE

- i The public footpath (being public footpath number 48) which was subject to a public enquiry in December 2001 contains signposts, which patently have been there for decades, advising of the public right of way pointing in an approximate easterly and westerly directions but there is no signage indicating public rights of way over the areas now contended for by the Applicant. Given the existence of the signage referred to, the absence of any other signage is an indication that those responsible for installing the signage took the view there were no other public rights of way which should be brought to the public's attention. Subsequent to the Landowner purchasing the Land in 1990 additional signage was erected stating "Private Land" but sadly some these have been continually defaced or removed by persons unknown.
- ii Further, at the public enquiry referred to in the previous paragraph in 2001 evidence was submitted concerning access to the public right of way from a southerly direction but no evidence was submitted nor reference made by the inspector to rights of way existing to the north of the public right of way or the claimed footpath from a point PF40 to BW47 North Meols. It is difficult to avoid the inference that if the public rights of way now contended for that existed in 2001, the inspector would not have made reference to them in her decision given that all the alleged rights of way access the public footpath that was the subject of the public enquiry.

#### E MISCELLANEOUS DOCUMENTATION

- i The Landowner has obtained a copy of the Northern Parishes Local Plan: Proposals Map which appears to be dated in 1989 and is stated to be based upon a reduction of the 1976

ordnance survey map. The map is prepared by West Lancashire District Council and attached to these submissions is a copy of that part of the plan that shows the Land in question. The plan shows the existing footpath (now bridleway) and contains a proposal (only) for one further path identified as RC7B being the claimed footpath from Charnley's Lane to New Embankment. None of the remaining five claimed footpaths appear on this proposals map and the one that does appear is a Proposal only.

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- ii The Landowner submits that it is self evident that if the public rights of way now contended for were in existence in 1989, any or all of them would have appeared on the plan and none would have been described as a Proposal.

Report prepared on behalf of Clarges Street Investments Ltd

- iii Prior to purchasing the Land in 1990 the Landowner obtained a copy of a report prepared by Smith Hodgkinson McGinty the purpose of which was to provide recommendations for the management of the Scarisbrick Estate. The reference to the Scarisbrick Estate is a reference to the Land in question. A copy of this report is attached to these Submissions. Given the purpose of the report is concerned with management of the Land, the prospects for development, details of the current tenancies and financial returns it would be a surprising omission if no reference was made to the public rights of way that are now alleged to traverse the Land. It is hopefully clear from these submissions that the existence of public rights of way would be a material consideration for any prospective purchaser of the Land and might be seen as a material omission if a professionally prepared report by expert agricultural surveyors omitted such references. There are no references in this document to any of the public rights of way that are now alleged to exist. The Landowner was aware, at the time of purchase, of the footpath (now bridleway) running east to west across the land which is of course the same footpath referred to in the statutory declaration and map lodged with the Council in 1998.

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F WITNESS EVIDENCE

It is not proposed to repeat in the Submissions the contents of the eleven witness statements attached to which no doubt the Council will give appropriate weight and consideration. By way of brief summary:-

i Godfrey Bernard Crook

Mr Crook is the effective owner of the Land and from the 1960's was engaged by the River Crossens Drainage Authority as a contractor to maintain the drainage ditches etc and confirms that company was authorised by the estate owners to use the farm tracks and that is the current position with the Environment Agency as at today's date. He confirms that people using the tracks were the tenant farmers and their employees and doesn't recall seeing people walking the tracks with dogs. He says his pre contract enquiries prior to acquiring the Land in 1990 revealed there were no public rights of way over the Land save for public

footpaths 47, 48 and 49 now the bridleway. He says he became concerned following the application in 1995 for a bridleway that others might seek to claim rights of way over the estate and accordingly register the statutory declarations in 1998 to which reference has been made. He says it was a rarity to see anyone walking the farm tracks and if strangers did walk on the tracks they were asked to leave. He confirms that to the best of his knowledge, information and belief the submissions are accurate.

ii David Summerland

David Summerland confirms the provision in his company's Tenancy Agreement and consistent with that contractual obligation confirms that if people are walking the farm tracks it is pointed out the Land is private and that they are trespassing. He refers to the unfortunate vandalism and confirms that his company would not be able to rent land in circumstances where it was crossed by a footpath. He refers to the contamination risks in his statement.

iii David Alan Trow

This witness deals with the claimed public footpath from Ralph's Wife's Lane to Station Road and he details his recollection of persons using the Land for the past forty three years and states, quite simply, that during this entire period there has not been a footpath through the field adjacent to their property at 100 Banks Road. On occasion when people have requested permission to walk through the field he has said "no it is private land". He refers to various gates and fences that have been erected and removed depending upon the use to which the Land was being put at the relevant time.

The Landowner has confirmed that it would appear a right of way is claimed over land that it substantially not in the ownership of the Landowner. The Land Registry Plan in respect of the Landowner's title is attached to these Submissions.

iv David Lloyd

Mr Lloyd (whose father had the shoot on the Estate for over ten years from the late 1970's to the late 1980's) deals with the Sporting Rights and the annual renewal of the Sporting Lease. In particular the deals with the pens situate in the wood known as Cross Bank Covert used for the rearing of young game. He refers to setting snares to catch foxes (to protect the game birds) in the wood and confirms that there were no footpaths on the estate except that part which is now the bridleway.

v Philip Pearson

Mr Pearson was a member of the shooting syndicate on the Estate in the early 1980's and he confirms that the field behind the Gamekeeper's Cottage was used for rearing birds up to six weeks old which were then transferred to the rearing

pens in the woods adjacent. He says the activity would never be located in an area to which the public had access particularly with dogs. He says to the best of his knowledge he has no recollection of there ever being a public footpath through the wood or anywhere on the Estate when he was a part of the syndicate.

vi David Houghton

Mr Houghton's recollection relates back to the early 1970's and he too confirms the rearing pens in the wood and he recalls Mr Aldridge and the Gamekeeper dealing with both trespassers and poachers. He says that through his long association with the Estate he understood the tracks are private tracks for the Estate, their tenants, the shoot and the wildfowlers only.

vii Michael Murphy

Mr Murphy, a former gamekeeper on the Estate, confirms the situation regarding the rearing pens and the absence of public footpaths and that if he saw anyone in the wood or in any of the other woods he would ask them to leave.

viii Mr Amatino

Mr Amatino confirms that he has been associated with the shoot for some twenty five years and that if he saw someone walking on the tracks or across the fields he would explain to them they were trespassing and ask them to leave. He does however relate to recent incidents over the past two or three years that clearly caused him distress. He confirms that members of the shoot are not allowed to shoot within fifty yards of a public footpath and that he is not aware of any public footpaths other than the bridleway.

ix Alan Jones

This witness, who is the current President of the Wildfowlers Association and has been a member since 1937 says that when he discovered the Scarisbrick Estate were seeking payment for use of the farm tracks to access the marsh he didn't agree. He refers to correspondence with the Estate owners and recalls the response that the Estate owners wanted to ensure their private land and private roads remained so. As a consequence he too began paying for access to the Estate roads becoming a member in the mid 1940's. He produces the receipt referring to the payment and to private roads.

x Barry Ganaway-Jones

Mr Ganaway-Jones is currently the chairman of the Southport & District Wildfowlers Association and states that his association have had permission from the current owners and the predecessors in title for the past one hundred years to use the farm tracks that continue from the end of Charnley's Lane and the end of

George's Lane to access the marsh. He confirms that permission is requested every year from the Landowner, that the permission is minuted and referred to in committee minutes. He says that they have questioned people using the tracks being mindful of people poaching or trespassing and that all dogs are kept on a leash.

xi Keith Aldersley

Mr Aldersley's recollection goes back as far as the 1950's having lived in the area since he was four years of age. He says that to his knowledge there has never been a public footpath from Ralph's Wife's Lane to Station Road and says that he has been a member of the Wildfowlers Association since 1950. He was treasurer of that Association and remembers permits being issued up to 1979. He recalls various arrangements with the tenant farmers in the 1970's and remembers Mr David Scarisbrick turning people away from the farm tracks and that David Scarisbrick put up a number of signs to deter trespassers.

## 6. Summary and Conclusions

- a) The Council records will confirm the deposit by the directors of the Landowner in January 1998 of a map and statement declaring that no rights of way over the Land have been dedicated as public footpaths save for those coloured green on the plan (footpaths number 47, 48 and 49). This deposit was made in accordance with section 31(6) of the Highways Act 1980 and further deposits were made in May 2004 and February 2012. Lancashire County Council had acknowledged receipt of these notifications and has recorded same for public inspection.
- b) The consequence of such a deposit pursuant to section 31 (6) is that the deposits are “in the absence of proof of a contrary intention, sufficient evidence to negative the intention of the owner or his successors in title to dedicate any such additional way as a highway”. Accordingly the Landowner submits that the Applicant’s evidence in respect of alleged user as of right that post dates January 1998 is not relevant at law to discharge the statutory presumption that there was no intention to dedicate by the Landowner.
- c) The Landowner is not aware of any evidence that has been submitted that would demonstrate a contrary intention by the Landowner within the meaning of the section and accordingly evidence and events post 1998 submitted by the Applicant should be ignored.
- d) The letter dated 22 November 2001 from Lancashire County Council’s Archivist to Mrs B Crook appears to confirm the Landowner’s belief that the “new” embankment had been constructed by 1910 and that embankment is now in the ownership of Natural England which has signage adjoining the embankment erected by Natural England confirming that the land (embankment) is private land. It is of course to that embankment that five of the alleged public footpaths seek access.
- e) Following the reclamation of the land between the “old embankment” referred to in the said letter of 22 November 2001 and the new embankment significant drainage work for reclamation purposes had to be undertaken. This in turn led to the enacting of a private Act of Parliament the Scarisbrick Estate Drainage Act of 1924 which gave to the Commissioners (who were responsible for maintaining of the drainage of the Land) statutory rights access to the Land for statutory purposes only.
- f) Following the successful reclamation and drainage of the Land it appears the Scarisbrick Estate let the Land to various tenant farmers and from the records it is clear that some families have farmed the land for generations. Reference has been made to the earliest Tenancy Agreement in the Landowner’s possession made in May 1946 and the obligation imposed upon the tenant farmers in their Agreements to prevent “to the utmost of his power” any new footpaths or encroachments or easements being made over the Holding and to do his best to prevent trespass over any part of the holding. Similar covenants have been and currently are imposed on all the farming tenants and, it is submitted, that it would be fanciful to imagine the tenants have ignored their contractual obligations relating to the creation of footpaths or trespassers. Indeed, the Landowner submits, the most obvious demonstration that could be made that there was no intention to dedicate

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any part of the Land as public footpath would be to impose contractual obligations on the current occupiers of the Land to prevent such dedication or trespass. There is no evidence whatsoever that the tenant farmers have failed to comply with these contractual obligations.

- g) It is self evident that the tenant farmers, amongst others, used the farm tracks to access their land for agricultural purposes. Similarly the tenant farmer's employees and indeed members of their greater families would continue to use the farm tracks for access purposes no doubt on a frequent and regular basis. Such permission to use the farm tracks is entirely consistent with an intention not to dedicate any of those tracks for public use.
- h) In addition to the tenant farmers the Land has been subject to a Lease of Sporting Rights to which reference is made in a Deed of Partition dated 14 April 1923. The Lease of the Sporting Rights has always carried with it the right to occupy Cross Bank Cottage for use by a Gamekeeper in the employment of the tenant who held the Sporting Rights. Those Sporting Rights relate to the entirety of the Estate including the farm tracks over which the public rights of way are now claimed. Again the Lease of the Sporting Rights contains a covenant on the part of the Tenant that "he will use his best endeavours to prevent trespassing and poaching and if necessary at his own cost prosecute any offenders". The employment of Gamekeepers to nurture and protect the game on the Estate undertaking the Tenant's contractual obligation to prevent trespass to the Estate including the farm tracks is, it is submitted, the clearest evidence that the Landowner demonstrated publicly his intention not to allow any part of the Land to be dedicated to public use and that persons were specifically employed who were resident on the estate to undertake those obligations. Gamekeepers have been employed on the Estate since at least 1923 and continued up to 1990.
- i) Substantial evidence has been adduced by the Landowner demonstrating that both private associations and public bodies have for decades (certainly since 1924) required either statutory authority or permission to access the Land and farm tracks for specific purposes. Whilst it is acknowledged that permission and/or payment for user to certain bodies does not exclude the possibility of rights of way being established it is, nevertheless, strong evidence of the lack of intention to dedicate by the Landowner that was within the knowledge of private organisations and public bodies.
- j) Reference and evidence has been made to the statutory right of access pursuant to the Scarisbrick Estate Drainage Act, detailed evidence has been given by members of the Southport and District Wildfowlers Association who have adduced documentary evidence confirming the estate roads were acknowledged to be private roads and that permission to use two of those roads required payment to the Landowner. The document attached to the statement of Mr Alan Jones is dated 1952 and contains a reference to Private Roads.
- k) Reference has been made to a Conveyance of part of the Land in August 1968 between the then estate owners and the then River Crossens Drainage Board which provides

contractual rights of way over part of the Land and alleged rights of way in question which would have been self evidently unnecessary had such public rights of way existed at that time. Reference is made in a Conveyance dated 1978 whereby specific rights of way are reserved over two of the farm tracks in question "for agricultural purposes only" and such rights being limited to the owners and occupiers of the foreshore and not to the public at large. A similar agreement was entered into in 1979 between the estate owners and the Nature Conservancy Council again referring to access over two of the tracks for agricultural purposes only.

- l) Further, a letter from the Nature Conservancy Council dated 18 December 1979 has been exhibited addressed to the Secretary of the Southport & District Wildfowlers Association seeking permission to authorise the use of George's Lane "to have access to Banks Marsh on foot". Additional letters and correspondence is exhibited between the Wildfowlers Association, the Drainage Board and the Nature Conservancy Council all of which demonstrate beyond any doubt that all parties regarded the Land and the farm tracks as private land and that specific permission was required for access thereto.
- m) A reference has been made in the Submissions to the absence of any official documentation, map or plan identifying as rights of way the six rights now contended for. Reference has been made to the Northern Parish's local plan proposals map which plan shows the existing footpath (now bridleway) and a "*proposal*" for one further path being the claimed footpath from Charnley's Lane to new embankment. It is significant that none of the remaining five claimed footpaths appear on that proposal map at all.
- n) Reference has been made to the estate report prepared by well known local farming surveyors, Smith Hodgkinson McGinty, prepared in 1990 which contains no reference to the six paths now claimed which would have been a significant omission had such rights existed. Similarly, the omission of any reference in the inspector's decision following the public enquiry into the bridleway held in December 2001 is, it is submitted, significant. Had the inspector been of the view that the bridleway abutted five public rights of way that would, it is suggested, have been a material consideration for the inspector and relevant to her decision making process.
- o) It is perhaps inevitable that in terms of the witness evidence there will be conflict between the evidence submitted by the Applicant and the witness evidence submitted by the Landowner attached to these Submissions. It is however difficult to avoid the conclusion that the recollections of the Applicant's witnesses may be coloured by their desire to secure what they may perceive to be a "victory" over Mr Godfrey Crook. That comment is not lightly made; attached to these Submissions is a copy of a leaflet contained within a protective plastic envelope, many of which have been circulated in the area by, it is assumed, a minority of the supporters of the application. The evidence of continuing vandalism referred to by the Landowner's witnesses with consequential Police enquiries and prosecution in one instance, are matters that cannot be entirely overlooked when assessing the value of witness testimony.

- p) A significant number of the Applicant's witnesses deal with matters post 1998 and are not therefore, it is submitted, relevant to the application. Further, a number of the witnesses (on the basis of family names) would undoubtedly have enjoyed access over the farm tracks to visit relatives no doubt on a regular basis, or as employees or perhaps as members of a permitted group. Equally, the Landowner does not doubt some members of the public, perhaps more in their youth, would have used or played upon the Land and farm tracks but it is submitted such user was not "as of right". Such user must be without secrecy in order to establish a public right of way and the Landowner would suggest that given the Land has for generations been farmed on an intensive scale, was continually occupied by tenant farmers and a gamekeeper it is extremely unlikely that trespassers would have been ignored or tolerated and that the recollections of the Landowner's witnesses in advising any strangers that they were trespassing and the Land was private is more consistent with the reality on the ground.
- q) If the Applicant is correct that over some (undefined) period of twenty years prior to 1998 members of the public enjoyed rights of way over the routes now contended for and that such enjoyment was without force, permission or secrecy (the legal requirements) then it is necessary to make the following assumptions:-
- i the tenant farmers have for generations ignored their contractual obligations relating to rights of way and trespass;
  - ii the Sporting Rights Tenant and Gamekeeper ignored their contractual obligations to prevent rights of way and trespass;
  - iii at some stage the River Crossens Drainage Board and/or the Nature Conservancy Council and/or Natural England and/or the Southport & District Wildfowlers Association were all mistaken in believing the farm tracks were private roads that required permission from the Landowner for their use;
  - iv the Landowner tolerated the breaches of contractual obligations referred to above and took no action on its own behalf to prevent trespass;
  - v the absence of any documentary record or reference to the contrary to the Landowner's submissions cannot be explained;
  - vi the statutory declarations commencing in 1998 made by the Landowner were false.

It is submitted that it would not be reasonable for the Council to make the assumptions referred to in this paragraph in terms of the Landowner's evidence and that the Applicant has therefore failed to disclose a reasonable case for seeking a Map Modification Order.

In respect of the claimed footpath from Ralph's Wife's Lane to Station Road evidence has been submitted that the greater portion of the land over which the right of way is alleged to exist does not belong to the Landowner.

WITNESS  
STATEMENTS



## Huntapac Produce Ltd

293 Blackgate Lane, Holmes  
Tarleton, Preston PR4 6JJ  
Tel 01772 814915  
Fax 01772 815311

I David Summerland, Farm Manager for Huntapac Produce Ltd, 293 Blackgate Lane, Holmes, Tarleton confirm the following as a true & correct record of events.

Huntapac Produce Ltd was formed in 1942 and is a fresh produce grower. The 4<sup>th</sup> generation of Hunter is now working for the business. The company has grown considerably and now employs 480 people working across commercial, transport, harvesting and production. With a turnover of £44 million. The company supplies Tesco, Waitrose, Marks & Spencer, Booths, Lidl and Bookers.

Since the early 1990s Huntapac have rented land at Banks Marsh from Southport Land & Property Co Ltd. This land is excellent quality grade 1 arable land and its proximity to our plant at Holmes is invaluable. We currently rent over 165 acres at Banks Marsh; this land produces cauliflower, cabbage, broccoli, salad crops (and wheat as a break crop).

Our Farm Business Tenancy with Southport Land & Property clearly states:

*To prevent to the utmost of his powers any new footpaths or other encroachments or easements being made in or acquired over any part of the holding.*

*To do his best to prevent trespass over any part of the holding and to give notice to the landlords of any continued acts of trespass. To permit the taking by the landlords of proceedings against trespassers or poachers in the tenants name and to lay information and give evidence against such trespassers or poachers and to sign if required notices to trespassers and others to keep off the holding. The landlords shall indemnify the tenant against any costs, charges or expenses he may incur at their request in connection with these matters.*

We often highlight to people the signs that clearly denote the area is private land and we stop people walking the farm tracks to prevent trespass.

Due to the escalating amount of trespassing and vandalism over the past couple of years, we approached Southport Land & Property in 2012 to put a gate at the top of Charnleys Lane. This has significantly reduced the amount of unauthorised vehicles on the bridleway. It has also reduced dramatically, the amount of vehicles dropping litter, food etc. We have also seen a reduction in the theft of batteries and tools, damage to tractor cabs since the gates were erected at Charnleys and Georges Lane. We ensure we lock the gate on Charnleys Lane every night as we leave.



## Huntapac Produce Ltd

293 Blackgate Lane, Holmes  
Tarleton, Preston PR4 6JJ  
Tel 01772 814915  
Fax 01772 815311

However, the gate has been vandalised on number of occasions, within a day or 2 of it being erected it was completely bent (resulting in the landlord erecting a replacement gate). Numerous locks have been cut and numerous locks have been glued, resulting in authorised users not being able to use this access during these periods. This causes considerable frustration and difficulties, if you have to reverse a large tractor with implements at the rear back down a single track road. We then have to divert these large tractors down Georges Lane, which Georges Lane residents then object to as it increases the flow of traffic down Georges Lane.

I cannot understand why all this vandalism continues as there is a separate pedestrian/horse gate provided.

Four of the six proposed footpaths would be through the land we rent from Southport Land & Property. As part of our crop risk assessment we cannot rent land that a footpath crosses or is adjacent to. As there are contamination risks in terms of dog fouling, littering, glass contamination and partly eaten food spreading bacteria and germs.

In conclusion, Huntapac would not be able to rent this grade 1 arable land in the future if the proposed footpaths were approved, as it would be seen as high risk. Equally other growers would be deterred for the same reasons.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
**David Summerland**

11/10/13  
.....  
**Date**

I David Alan Trow of 100 Banks Road, Banks Southport PR9 8JL confirm the following as a true & correct record of events.

My wife and I purchased 100 Banks Road in 1969 and we have lived at the property ever since. I am an engineer by trade and I was the local Blacksmith for over 20 years meeting and dealing with local farmers.

When we purchased our house in 1969, I recall Bob Archer was the neighbouring tenant farmer on the land adjacent to our property (including the field adjacent to our property). Mr Archer kept cattle on the field adjacent to our property, at the time the field was completely fenced off and there was no footpath through the field.

There was a five bar gate adjacent to my property, which Mr Archer used to take the cattle to and from the field to his farm, along the road, passed the pumping station towards Crossens.

The only boundary which was not fenced off was the boundary between us and Mr Archers' field and this was due to the fact there was a ditch (which ran to The Sluice – a main watercourse which runs to the pumping station).

Soon after we purchased our house John Sephton became the tenant of the land next to our property (replacing Mr Archer). Mr Sephton piped the ditch between us and the field; he then began working the land and growing cereal crops. I recall the gate remaining during this time.

Mr Sephton grew potatoes, sweeds, brassica crops and grain on the field he tenanted from the Scarisbrick Estate; (including the field adjacent to my property) it would therefore be almost impossible for people to walk.

Towards the end of Mr Sephtons' tenancy, the gate was damaged and then it was removed. This was due to the fact that the tractors needed to get in and out of the field quickly, as it is a 'bad bend'.

Edward Gregson became the next to tenant the land adjacent to my property (from the Scarisbrick Estate). He was also an arable farmer; he did not replace the gate (adjacent to my property) during his tenancy. He did however; leave his Cambridge Roller blocking access to/from the field at this point.

During his tenancy, Mr Gregson often grew grain as a break crop and I do not ever recall seeing any tracks/paths made through the grain.

When Mr Gregson retired I recall the new estate owners (Southport Land & Property Ltd) taking the land back in hand. Shortly after that time a small substation (housing an electric supply) was installed where the gate had been. This I understand was to feed a new pump on the Sluice embankment. At this time, a 'private land' sign was also erected by Southport Land & Property Ltd adjacent to my property.

The new owners then erected a stock proof fence, all the way around the boundary of the field including between our property and the field adjacent to us, this was so the field could be used for sheep winter grazing. They also began using this field (& those adjacent to it) for Car Boot Sales during the

summer months. Access to this field was some 150 yards down Ralph's Wife's Lane, nearer the village, with better sight lines.

Only recently (during the past two winters) a number of sheep have got out onto Banks Road and the Sluice Embankment, due to fences being cut in a number of places. I have on a number of occasions put the sheep back in the field or contact Bill Taylor (who works for Southport Land & Property Ltd).

In conclusion, I have lived at 100 Banks Road for 43 years, during this entire period there has not been a footpath through the field adjacent to our property. I have on a very few occasions whilst gardening in my back garden been asked (by people walking from Station Road, along side of the Sluice, which is access for the fishermen only) 'Can I walk through this field?' I have said no it is private land.

Finally, during the 1970s I recall David Scarisbrick, (who at that time was running the Scarisbrick Estate) erecting a gate part way along Bank Pace. I recall this gate being vandalised. Today there are not even the gate stubs remaining.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

*David A. Trow*  
David Alan Trow

*3 October 2013*  
Date

I David Lloyd of 47/49 Stamford Road, Birkdale, Southport, Merseyside PR8 4TE confirm the following as a true & correct record of events.

During the late 1970s until 1989/90 my father, Moses Charles Lloyd had the shoot on the land at Banks and Crossens, these leases were renewed annually (for example a copy of the Lease dated 1985 which includes a plan scale 1:10 000 is attached to this statement).

The Leases included 'sporting rights' on all the land (some 835 acres), this is defined in the lease as '*.....all manner of game ground game and wildfowl and of trapping of vermin*'. The Lease also included the rearing field and cottage, known as Cross Bank Cottage and sometimes referred to as Keepers Cottage. The Leases were specific insofar as '*and will not allow the said cottage to be occupied by anybody whatsoever other than a keeper employed by him under the terms thereof*'.

My father employed a game keeper who lived in Cross Bank Cottage, a Mr Michael Murphy (later Mr Ian Smith). The Keeper had release pens (to release young game) in the wood, known as Cross Bank Covert, adjacent to Cottage. During my father's lease of the shoot, there was no footpath through Cross Bank Covert.

I know this wood was not open to walkers, as I recall setting snares in Cross Bank Covert to catch foxes. You cannot set snares were the public (and their dogs) walk.

I often attended the shoot with my father and I recall there were no footpaths on the estate, except part of what is now a bridleway. Five of the six proposed footpaths are on Banks Marsh, I recall shooting regularly with my father on this extremely flat open area. There were no footpaths on this land. If people had been walking they & or their dogs would have been frightened by gun noise and potentially debris from falling shots.

A condition of the lease was '*to use his best endeavours to prevent trespassing and poaching and if necessary at his own costs prosecute any offenders*'. I am aware part of the game keeper's role was to deal with trespassers and poachers.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
David Lloyd

17/10/13  
.....  
Date

I Phillip Pearson of Tacklea Bungalow, off Bury & Rochdale Old Road, Bury BL9 6UN confirm the following as a true & correct record of events.

I was a member of the shooting syndicate in the early 1980s when Moses Lloyd had the lease for the sporting rights on the Scarisbrick Estate. I recall there being 7 or 8 regular members (including Stan Roberts and Paul Maloney), there were also some half guns (who attended every other week) and regular guests.

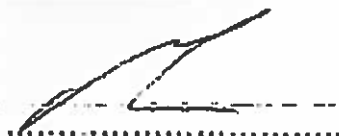
I first shot on the estate in 1981 and for a further two to three years after that. I recall Moses, who everyone called 'Mo' Lloyd running the shoot and he had a gamekeeper, who lived in the cottage by the wood (Cross Bank Cottage). Mo also used the field behind the cottage for rearing birds up to 6 weeks old, these are known as 'poults'. Once they reached 6 weeks old the pheasants were transferred to the large rearing pens in the wood adjacent to the cottage. This activity would never be located in an area where the public have access for walking dogs, as the dogs could attack the young game birds. Also no pens would be located within easy reach of the public or poachers, who may well steel the birds. To the best of my knowledge I do not remember there ever being a public footpath through the wood, known as Cross Bank Covert.

I can confirm there were no footpaths anywhere on this estate when I was part of the shoot syndicate.

Usually the Keeper dealt with vermin control on the estate, throughout the year. Sometime he would ask members of the shoot to assist, for example I recall assisting (out of the shooting season) when beaters and guns were asked to come along and assist with keeping thousands of pigeons out of the woods and off the crops.

I can also confirm, I do not know, nor have I ever met the current owners of the Scarisbrick Estate. I do not have any interest whatsoever in their affairs.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.



.....  
Phillip Pearson

13/10/13.....  
Date

I David Houghton of The Bungalow, Little Lane, Banks, Nr. Southport, PR9 8HA confirm the following as a true & correct record of events.

I was a beater for the shoot at Banks, in the early 1970s (age 16/17) when my good friend Ken Aldridge had the shoot. Ken together with the Battersbys from Hornby Castle had the lease for the sporting rights on the Scarisbrick Estate for some 4 to 5 years in the mid 1970s, until Moses Lloyd took over the shoot. Ken and the Battersbys ran a commercial game shoot; A & C Sporting Services.

The lease included Cross Bank Cottage and the rearing field behind the cottage. They employed a gamekeeper, who lived in Cross Bank Cottage. The keeper used the rearing field and the wood by the cottage to rear pheasants and partridge, there were a number of rearing pens in the wood. It was a secure arrangement, as the keeper could keep a close eye on the young game, as the field and wood are both right by the cottage.

Over the 4 or 5 years, I regularly helped Ken with the running of the shoot and vermin control on the estate, throughout the year.

My understanding is that this land and the tracks across it are private land, with private tracks belonging to the owners of the Scarisbrick Estate. I recall both Ken Aldridge and the game keeper dealing with both trespassers and poachers.

Ken Aldridge moved to Islay, Scotland, so he gave up the shoot at Banks. I moved to North Wales to work for Sir V. Naylor Leyland's Estate as a game keeper.

I moved back to Banks in the mid 1980s and in the 1990s I began shooting again on the estate as part of the syndicate.

During the entire time I have known this land; I have understood these tracks are private farm tracks for the estate, their tenants, the shoot and the wildfowlers.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
David Houghton

.....16.10.13.....  
Date

**M.M. GAME  
&  
SPORTING SERVICES**

Kennels Cottage, Colstoun Estate, By Haddington, East Lothian EH41 4JB.  
Tel: 01620 810288 Fax: 01620 810284

14<sup>th</sup> October 2013

**TO WHOM IT MAY CONCERN**

I lived at Crossbank Cottage, Georges Lane, Banks for approximately five years from 1984 to 1989 and was a gamekeeper for Mo Lloyd.

We raised game in the field behind the cottage and released the birds into the woods Crossbank Covert (Crossbank being the old sea wall which was built first before the outer embankment enclosed the land) There was no public footpath or right of way through the wood and if I saw anyone in this wood or in any of the other woods on the Estate I would ask them to leave.

~~There were no public footpaths or rights of way anywhere on the Estate. The only people entitled to be there were the landlord, the tenants, members of the shoot and the Southport & District Wildfowlers Association, who used the track to access the marsh. The track between Georges Lane and Water Lane was claimed to be a bridleway but this was contentious at the time.~~

To the best of my knowledge this was the situation that existed at the time.

  
Michael Murphy

I Panpaleone Amatino of 54 Ripon Avenue, Unsworth, Bury BL9 8HR confirm the following as: a true & correct record of events.

I have been a member of the shoot on Banks Marsh for 15 years (prior to this I was a guest many times on the shoot, in the previous 10 years). I enclose a map showing the area of the shoot. Five of the proposed footpaths are included in this area.

There are no footpaths on any of the farm tracks now claimed the only footpath/bridleway is the one that runs from New Lane Pace through to Banks Road/Ralph's Wife's Lane.

The bridleway is clearly marked and there are numerous signs up, clearly identifying that the farm tracks are private land and that shooting takes place.

As a member of the shoot if I saw someone walking on the tracks or across the fields I would approach them & explain they were trespassing & ask them to leave.

Only recently, within the past two to three years people have started walking, walking their dogs (often not on leads) riding horses, motorcycles, quad bikes and hare coursing on these tracks and across the fields.

The amount of fly tipping, vandalism to gates, fences, locks, signs (including removal of signs) and graffiti on buildings is overwhelming and relentless. The vandalism also includes cameras stolen from the wood, smashed pipes, slashed tyre, damage to all the pheasant feeders on the estate, which were subsequently stolen. In July 2012 we were rearing the young game in the wood known as Green Heyes Covert (I have marked this on the attached plan to show it is some distance from the bridleway & the proposed footpaths) the young pheasants were attacked and killed by a dog not on a lead. This along with all the other incidents have been (and continue to be) reported to Lancashire Police.

In 2011, I took over the shoot and entered into an agreement with Southport Land & Property Company Limited. I regularly stop people walking, with or without dogs, motorcycles & horses on the farm tracks and across the fields. Although some ignore me, others are just abusive.

For example in 2011, I recall one incident I was repairing the fence on the shoot (with others members of the shoot) that had been cut again by vandals, when I saw a pickup driving towards the *proposed footpath Bridleway to the New Embankment*. At the time I did not know who it was, I just knew that they were trespassing in a vehicle. The vehicle turned round and stopped 20 yards away from me on the bridle path by Chamleys Lane. I approached the driver of the vehicle to ask him what he was doing on private land and had he seen any vandals. When I approached the vehicle, the driver put the vehicle in first gear & sped off, the vehicle hit my right hand side knee, the vehicle did not

stop, even though I was on the ground. The driver of the vehicle was Mr Alec William Baxter, the incident resulted in significant damage to my knee and ligament, I have had an operation on my knee, it is still not right & I remain under the care of the consultant.

The CPS took Mr Alec Baxter to court and he receiving a 12 month conditional discharge, disqualified from driving for 12 months and until extended test passed, driving licence endorsed and order to pay £900 Prosecution Costs.

I understand Mr Alec Baxter is one of the leading campaigners for public access over these farm tracks. I also understand his father was a tenant of the estate and his brother is currently a tenant.

I have read Mr Alec Baxter's' completed Public Rights of Way – Evidence of Use on Foot and I can confirm that in response to his comment in section 7b) no members of our shoot, or the previous syndicate (of which I was a member) would put poison down in a wood, it would kill the young game, it is illegal and we would certainly not say such ridiculous things to members of the public. We do not currently rear young game in this wood simply because of the vandalism (fences repeatedly cut, damage to signs etc).

The shooting seasons runs annually between 1 September to 31 January. All year round, our role includes the day to day management of vermin on the estate & we are often contacted by the landlords (at the tenants request) to remove rabbits, pigeons etc. that are causing crop damage.

All members of the shoot are members of BASC, BASC is clear we are not allowed to shoot within 50 yards of a public footpath.

If we are unable to shoot due to the close proximity of all these proposed footpaths then there are significant implications for the crops being grown on this important area of grade 1 arable land.

Members of the public are putting themselves in danger by walking these farm tracks and by walking in the crops/across fields when a shoot is in progress. To explain further, game is shot Monday to Saturday, vermin and wildfowl 7 days a week.

I know from the members of the shoot that the cottage known as Cross Bank Cottage is also known as Keepers Cottage & this together with the wood known as Cross Bank Covert was rented by whoever had the shoot. The keeper lived in the cottage & raised his young game in the covert. In fact there is still an old rearing pen in the wood. I am aware there has been a shoot on this land since the outer embankment was built. There has never been a footpath through the wood known as Cross Bank Covert.

In conclusion, I can confirm there are no footpaths to the embankment from the bridleway, these are farm tracks, used by tenants, the shoot and the Southport & District Wildfowlers Association (who have had permission from

the landlord & his predecessors to access the outer marsh via these tracks for over 100 years).

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

*Paulino Hill*

**P Amatino**

Date 16-10-2013

I Alan Jones of 214 The Green, Eccleston, confirm the following as a true & correct record of events.

I have been involved in shooting all my life and I still shoot. I became a member of the Wildfowlers Association of Great Britain in 1937. This Association was founded by Stanley Duncan. I paid annually to be a member of this Association and then became a lifetime member. This organisation is now BASC.

I found out that Scarisbrick Estates were asking for payment to use the farm tracks to the marsh (members of the Southport & District Association had always used the tracks with permission, but without payment) I didn't agree with this and that is why I wouldn't join the Association. I wrote to Stanley Duncan, he advised the owners of the Estate can establish the right to charge you, and then they can charge you anything they like. The Scarisbrick Estate wanted to ensure their private land & private roads remained so. The Southport & District Wildfowler members had already begun paying and I wanted to join the Southport & District Wildfowlers, so I too began paying and became a member in the mid-1940s. The Wildfowlers had entered into a licence with the owners of the Estate for each member to pay a shilling a year to use these farm tracks.

I attach a document from 1958 and from memory I recall the earlier versions mentioned 'the use of roads to the shore'.

I have used the tracks (that continue from Georges Lane and Charnleys Lane) as a member of the Association and with permission since the mid-1940s,

I was the secretary of the Southport & District Wildfowlers Association, later the Chairman and I am now the President of the Association. The Association is the oldest association of its kind established in 1887.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
Alan Jones

.....15/10/13.....  
Date

**NOT TRANSFERABLE.**

No. **185.**

**SCARISBRICK & NAYLOR-LEYLAND ESTATES.**

Scarisbrick Estate Offices, 150 Lord Street, Southport.

Mr. A. W. Jones,

207, The Green, Eccleston

having paid the sum of One Shilling for the privilege has permission, subject to the Wild Birds Protection Act and Orders, to shoot **WILD FOWL** (but not game) on the Sea Marshes and foreshore **OUTSIDE** the embankment at Banks ~~and Ormsay~~ belonging to Captain Charles Ewald Scarisbrick and The Trustees of the Naylor-Leyland Settled Estate, during the period commencing 12th August, 1952 and ending 31st January, 1953 and any legally authorised extension thereof.

This permit does not grant the privilege of passing with Motor Vehicles along the **PRIVATE ROADS** on Banks Marsh as this is prohibited.

Shooting on **SUNDAYS** and the making of **FLEETING HOLES** is also prohibited.

Dated this 11<sup>th</sup> day of August 1952

T. Booth  
AGENT.

**IS** The bearer is authorised to demand production of a current Marsh Shooting Permit from any person carrying a gun on the marshes and in the event of such permit not being produced to demand his name and address.

I Barry Ganaway Jones of Richmond Hill, Southport New Road, Mere Brow, Tarleton PR4 6JA confirm the following as a true & correct record of events.

I am the Chairman of the Southport & District Wildfowlers Association. The Association was established in 1887, it is the oldest association of its kind in the country. I have been the Chairman for almost 30 years and a member of the association for well over 30 years.

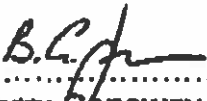
So far as I know, the Southport and District Wildfowlers Association has always had a good working relationship with the owners of the Scarisbrick Estate. The Association has had permission from the current owners of the estate (Southport Land & Property Co Ltd) and their predecessors in title for over 100 years to use the farm tracks that continue from the end of Chamleys Lane and the end of Georges Lane to access the marsh. Every year, we formally request permission, from the Landowner and when we receive permission we minute it, in the Committee minutes, which are ratified at the Annual General Meeting.

We have over 100 members who all carry their membership cards, so that if they are stopped by Natural England (who own the marsh) or Southport Land & Property who own the farm tracks, members can produce evidence of their membership on request.

We have on numerous occasions questioned people using the farm tracks, being mindful of people poaching or trespassing. We have contacted the estate owners if we have concerns. It is a matter of keeping an eye on the area, from a security point of view and ensuring those people using the tracks are legitimate users only.

All our members are aware of the rules & regulations in terms of ensuring their dogs are on a lead at all times while on these farm tracks. We see this as a vital part of continuing good working relationships with the owners of the estate. As this is all grade 1 arable land, growing some of the best vegetable, salad & brassica crops in the country. It is vital we work together.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
Barry Ganaway Jones  
16/10/13  
.....  
Date

I Keith Aldersley of 56 Guinea Hall Lane, Banks, Nr Southport confirm the following as a true & correct record of events.

I have lived in the area since I was 4 years old, I know Banks very well and I am very familiar with the 6 proposed footpath routes.

I remember the sewage works being built adjacent to the Sluice in approximately 1955 (this is shown on the plan on the proposed footpath from **Ralph Wife's Lane to Station Road**) this to my knowledge, has never been a public footpath. I do know that the fisherman have a track along the Sluice to access the watercourse for fishing. However, this does not run through to Ralph's Wife's Lane, as it ends when the Sluice turns left to go to Crossens Pumping Station.

In terms of Banks Marsh, I have been a member of the Southport and District Wildfowlers Association since 1950. For a time I was the treasurer of the Association. I recall we used to send a list to Mr Booth, the agent for Scarisbrick Estate and he used to issue permits to each member of the Southport & District Wildfowlers Association, we paid a shilling a year, to use the private farm tracks and to go over the embankment to get to the outer marsh. I remember permits being issued to the Wildfowlers in the late 1940s, early 1950s, right through to 1978/79. We never had vehicle access along these private farm tracks, we had to park (where the bridle path is now at the top of Georges Lane & the top of Charnleys Lane) and walk.

I recall the Brade family being tenant farmers on the estate and Bonds also being tenant farmers. Both of these tenants had cattle on the land either side of the **track that continues from Charnleys Lane** towards the outer embankment in the 1950s, these fields were fenced off at that time. They also used to graze the old embankments. There were fences all the way along the old embankment with gates and styles, as the only footpath was on top of the old embankment. There were no other footpaths on Banks enclosed marsh.

I recall William Bond had Goose Dub Farm and Richard Brade had Brades Farm. Eventually, by the 1970s (approximately) Bonds also farmed Brades Farm.

I recall both these estate tenants could graze their cattle on the outer marsh in the summer and bring them back over the embankment and down the tracks in winter. I understood this arrangement was in their tenancy agreement; they were restricted on the number they could graze in the summer on the outer marsh & anything over their quota they would have to pay for.

I remember David Scarisbrick in the 1970s preventing trespassers; he put a number of threatening signs up, warning trespassers.

In the early 1940s **Georges Lane (and the track that continues from Georges Lane to the embankment)** was used by the fishermen, with horses and carts, with permission from Scarisbrick Estate. I remember Dickie Doodle

a fisherman using the cobbled ramp (cobbled on both sides of the embankment) to access Crossens Pool to go shrimping. As the marsh extended seaward and the grass grew, the fishermen stopped using this access. Today the remaining shrimpers are based further down the Estuary at Birkdale.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

*K. Aldersley*

.....  
**Keith Aldersley**

*17<sup>th</sup> October 2013*

.....  
**Date**

I Godfrey Bernard Crook of Ribble Hall, Shore Road, Hesketh Bank, Nr Preston, Lancashire confirm the following as a true & correct record of events.

In my youth I spent a great deal of time in Banks, as my wife was brought up in the village. From the 1960's I spent time working on the Scarisbrick Estate, when my company was hired as a contractor for the River Crossen Drainage Authority. My company, G.B.Crook Ltd used to maintain the drainage ditches with excavators, we had to use the estate farm tracks to access the ditches to carry out maintenance works and as such I have known the land and tracks that is the subject of these proposed footpaths in detail since then.

Prior to us working for the Authority, all this work was done manually, with the Authority's own labour force. At the time we were the only company in the area with hydraulic machinery, which was ideal for this type of work. The chief Engineer at the time was a Mr Wolstenholme. The Authority hired us & I understood they had the permission to use the tracks (& even the fields if need be) just as the Environment Agency do now.

This work continued for approximately twenty five years during which time the Authority, became the National Rivers Authority & in later years the Environment Agency.

At the time I understood people using the tracks, were people with permission such as tenant farmers and their employees. I do not recall seeing people walking the tracks with dogs. I recall the public footpath signs at the top of Charnleys Lane was there in the 1960s (they are still there today) pointing to the west and to the east, nothing to the north.

I am a Director and Shareholder (together with my wife) in Southport Land & Property Company Ltd, our company purchased the Scarisbrick Estate in 1990.

One of the considerations a prospective purchaser has when contemplating the purchase of a farming estate are any rights to third parties that are attached to that estate. Third parties may, for example, have reserved hunting rights, pasture rights, mining rights, etc. and of particular importance would be the existence of any rights of way over the land. Rights of way are extremely important from a farm management point of view and had I been advised, for example, that public rights of way existed (the only exception being public footpaths 47, 48 & 49) over the land, this would have caused me to re-appraise my approach. It is for this reason our solicitors and land agents were instructed to investigate matters as I have referred to above.

After purchasing the estate, we constructed a new farm track from Cross Bank Cottage to Charnley's Lane. We planned to let the land out to local intensive growers, for example Huntapac. Therefore the land needed to be accessible in winter and summer. We also constructed a new farm track from FP47 part way to FP40 North Meols, for approximately two thirds of the fields, from this point to FP40 there is no track, it is a field to this day. There is no footpath from FP47 to FP40 and to my knowledge there never has been.

The application for a bridleway in 1995 (the order made 1997) resulted in an increased use of this right of way, not just by horses and pedestrians but by motor cycles and motor vehicles. We became concerned that similar applications may be attempted on the remaining estate. We took appropriate advice and registered Statutory Declarations in 1998 with LCC to confirm there are no other footpaths or bridleways on the estate. We have repeated this in 2004 & 2012, all have been acknowledged by Lancashire County Council.

The footpath was originally on the old embankment, the Inspector for the public enquiry in 2001 moved the footpath off the embankment (because horses could not ride on the old embankment) to the tracks below and we objected to this at the inquiry, however, our objections were not taken into account.

I can confirm that since we purchased the Estate in 1990, if I have seen people walking on the farm tracks or across the fields, I have challenged them & explained they are trespassing and asked them to leave. Up until two to three years ago it was a rarity to see anyone walking on these farm tracks and on the land.


It is in recent years that there has been a significant increase in traffic by third parties, resulting in us installing gates at the top of Charnleys Lane and Georges Lane, in an attempt to keep unauthorised vehicles off the bridleway and off the estate.

During our ownership of the land we have enjoyed reasonably good relationships with the local community and have had no significant problems with trespass or vandalism. Unfortunately, there has been a significant increase in vandalism over the past couple of years resulting in cut/glued locks, cut fencing (allowing grazing sheep to escape), damage to signs and theft. By way of illustration there is a water reservoir approximately 20 yards from the Bridleway, which is fenced off with warning signs denoting 'Danger Deep Water'. The fence has been cut on numerous occasions resulting in children swimming in the lake and we have even noted children being dropped off in cars for this purpose! We have notified the Police, the Parish Council and a County Councillor on several occasions. The reservoir has extremely steep sides, is extremely deep and the water is cold and we continually worry of the danger children are placing themselves in.

I do feel that the intensification of vandalism is a reflection of the recent determination by persons to try and establish rights of way.

I was extremely disappointed that no official approach was made by the Parish Council to discuss these matters before we were formally notified of the 6 proposed footpaths. Had such an approach been made it may have been possible to come to some agreement that would have been to everyone's benefit.

I confirm that the facts in this statement are true to the best of my knowledge information and belief. I confirm that I have read the submissions prepared on the company's behalf and I confirm to the best of my knowledge and belief they are accurate.

  
.....  
**Godfrey Bernard Crook**

.....17.10.13.....  
**Date**

I Andrew Duckworth of Whin House, Sabden, Clitheroe, Lancashire confirm the following as a true & correct record of events.

I am a qualified chartered surveyor. During the late 1980s and 1990s I worked for our family firm, Smith Hodgkinson McGinty, Land Agents, Auctioneers and Valuers.

Smith Hodgkinson McGinty were the land agents for Clarges Street Investments Ltd. when they purchased the estate in 1989. When Mr & Mrs G B Crook purchased the estate in 1990 we were also retained as the land agents, until the late 1990s.

I can confirm we wrote a report for Clarges Street Investments Ltd in June 1989 and if had there been any evidence these farm tracks had been used as footpaths or that there was a footpath through the wood known as Cross Bank Covert during our inspection, we would have highlighted the same in our report. In my view the existence of footpaths would have been a material consideration affecting the viability and management of the estate. Both our company and Clarges Street Investments were fully aware of the existing footpath (now bridleway) as this was clearly marked by the original signage, some of which remains to this day.

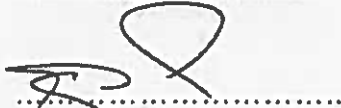
As managing agents, I recall clearly the track that continues from Georges Lane, the track that continues from Charnleys Lane and that which runs parallel to the continuation of Charnleys. All these three tracks were farm tracks for the benefit of farming tenants working on the estate, to access the fields and were not as far as I was aware footpaths. I do not recall seeing members of the public walking on these tracks, I only recall them being used by tenant farmers and their employees. I do however, recall the Wildfowlers using the farm tracks to gain access to the marsh; however, this was with the permission of the landowner.

I also recall the gamekeeper having release pens in the wood, known as Cross Bank Covert. There was no footpath through the wood and in my experience no keeper would let people walk near release pens.

The tracks were always kept 'in hand' by the owners of the estate (and were clearly marked as such on the sales plans prepared by the agents acting on behalf of the Vendor), so all tenants on the estate could use these tracks to get to the fields. I recall sometimes tenants would swap fields on the estate to accommodate break crops. This was one of the reasons why the landlords didn't include the farm tracks in individual tenancy agreements.

When Mr & Mrs Crook purchased the estate they were both very 'hands on' owners and made us aware of any issues that arose on the estate. If trespassers were on the land Mr Crook would certainly have noticed and would have contacted us as agents and I would have taken the matter up with the relevant tenant/s.

I confirm that the facts in this statement are true to the best of my knowledge information and belief.

  
.....  
**Andrew Duckworth**

.....  
**Date** 28/11/13