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Dear

**GRANGE CLUB
GRANGE TRUST:
LAND OWNERSHIP AT COMELY BANK ROAD**

"Success breeds success", or so the saying goes. Following the spectacular success of the Committee and the Club in achieving the current Grange development, there is a "now or never" chance to build on that achievement. The opportunity will only arise once.

The Grange Trust own a strip of ground and the wall along Comely Bank Road which the Accies require to use for their shopping parade, pavilion, public entertainment and ancillary development (Planning Ref 12/03567/FUL). In order to effect the development they require the Trust's approval (and via the Trust, the Club's). Such approvals are frequently required in commercial developments and are often very valuable assets of the owners, as in this instance. Not unnaturally, the Accies are attempting to deny the Trust's rights in order to gain the whole development value for themselves, rather than the Grange getting its due share. Quite naturally, many members in the Club do not appreciate the value of the Trust's interest, because it is a specialist area of property development. Unnaturally, some members of the Club either deny its existence, or, if accepting its existence, bizarrely do not wish the Club to benefit from the Trust's ownership and rights.

The Grange's rights are quite clear and have been unequivocally confirmed by the opinion of Roddy Thomson QC, as instructed by the Trust under my chairmanship (DATRTOPINION2015). Over several months there have been attempts to gainsay the Grange's rights, the most recent iteration being the Chairman of the Accies Club, Colin Innes's, letter to Lord McGhie, the Grange Trust Chairman. Because the "planning issue" – or non "planning issue" - (see my letter) cited by Colin Innes arose during my Chairmanship of the Grange Trust, Jim McGhie referred the letter to me. I replied to Jim McGhie (31 July 2015) refuting the ill-assorted claims of Colin Innes on Legal, Moral, Historical and Factual

Grounds. I enclose a copy of my reply to Jim McGhie dated 31 July 2015, inclusive of the following enclosures:-

Pinsent Mason (Agent for Edinburgh Academical Club) to I D Lowe 6 May 2014
I D Lowe (Trust Chairman) to Pinsent Mason (Ewan Alexander) 7 May 2014
Colin W Innes (Chairman Edinburgh Academical Club) to Jim McGhie 18 May 2015
(7pp neighbour notification omitted)

I preface this note with two undoubted positions: it is without doubt the Trust's ground and the Accies were a member of that Trust before leaving of their own volition; and, having left the Trust, the Accies have no position in the Trust. If the Trust ground is to be developed and the Accies have no part in it, the Trust and its current beneficiaries, all the members of the Grange Club, benefit.

There are relevant points not sufficiently emphasised in my letter to Jim McGhie as it was a response to Colin Innes's letter rather than a report for the Grange. The use of the considerable funds from the c20,000ft² of shops to be developed by the Accies on the Trust's ground was not covered widely in my letter to Colin Innes. The Accies only need to develop the shops and certain ancillaries to meet the consent: these form the main value. The pavilion will almost certainly be necessary, but the "Grand" stand and some other facilities just add cost without commensurate value. I consider many of these "extras" will not go ahead, as, with Mr Innes's skill as a "planning" lawyer, a main consideration in promoting these non-commercial facilities was to establish the "bona fides" of the valuable retail and public function and entertainment venues in the development - effectively a huge public bar and event centre for weddings and other trading activities. These profitable buildings provide the source of the funds from which the Grange should get a share. The Grange share should not be computed after inclusion of developments whose cost exceeds their value. The Grange share does not need to be a "capital sum": options include a "rent"; or a share of the turnover; or a deferred payment; or a joint development – there are many ways to share this opportunity equitably.

When Chairman of the Trust I detected underlying "rumblings" amongst members and within the Committee indicating that they did not want to use the Asset, or they did not appreciate the value to the Grange of the asset, or they did not understand how it could be obtained, or they viewed that it was irrecoverable given planning, or it was a "false God", or an asset not needed by the Grange, or an asset unavailable, due to some obligation to the Accies or some conflict with personal values. This letter and enclosures should allow all these various reservations to be withdrawn and the Trust to receive their due benefit. Also stated above, if the Accies choose to divert funds to "trophy items", these should not be deducted before calculating the Grange's share.

Two particular sets of "rumblings" merit further discussion: "The Grange does not need the money" or "the Grange can get it later". The latter, later, just does not apply – this is once or for never! The earlier, the "Grange does not need the money" – this is not the point and anyway, it is incorrect, if one has regard to the circumstances, prospects and opportunities for the Club.

There are many requirements and opportunities at Grange for the funds. I list these non-exclusively in no particular order:-

paying off existing debt;
creating reserves ;
creating a fund for sports development;
overhauling the pavilion - a £500,000 to £1m task in the future;
creating a new bar and corridor west to the squash gallery
building indoor tennis courts;
developing an indoor sports facility for tennis, hockey, cricket and functions
introducing paddle tennis courts, mini courts and a practice wall
all weather ground facility and so on;

and I am sure members would add many more !

The "all weather ground facility" requires amplification. I envisage that new synthetic surfaces will progressively replace grass facilities. A replacement would allow a concentration of the sports at Grange, improvement in the use of the Clubhouse, a greater social benefit and the securing and maintenance of the Grange's notable "*esprit de corps*", as is so widely commended. I guess such a facility would cost at least £1m. Luckily, the success of the Grange's development over the years gives us access to development funds and to management skills necessary to accomplish all these ends. Moreover, we want to leave the Grange a better, more vibrant, more successful Club than when we joined – or at least I do!

I write to you, given your deep interest in and long association with the Grange, to help secure the funds properly accruing to the Trust for the benefit of the Club. As Roddy Thomson QC has told me, all Members are beneficiaries and the committee do not and cannot act for all the Members. I have told the current Trustees that I will hold them personally liable, as they are, if they are responsible in any way for not actively promoting the realisation of this asset for the Grange and if consequently this very great opportunity is denied to the Club.

I am happy to discuss any or all of my correspondence with you, but I enjoin you to ensure that the current somewhat distorted "rumblings" are refuted and the Trust's and Club's rights are secured.

Yours sincerely

I D Lowe

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