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The Honourable Lord McGhie  
3 Lauder Road  
EDINBURGH  
EH9 2EW

Our ref: DATMCGHIE.D75  
31 July 2015

Dear Jim

**GRANGE TRUST  
COMELY BANK ROAD WALL**

The rambling nature of Colin Innes's letter to you dated 19 May 2015 makes it inappropriate to reply point by point because the points are not usually made in a hierarchical manner, nor indeed in recognisable sets.

The letter is defective in logic and/or fact: it also suffers from lack of verification, or specification. Further, Mr Innes seeks to make points by implication or inference rather than evidence.

In contrast, the Trust's position is clear. The beneficiaries under the 1882 Trust Deed were:-

Grange Cricket Club  
Edinburgh Academical Cricket Club ("EACC")  
Coates Curling Club  
Edinburgh Lawn Tennis Company, Limited (Ref Trust Deed Preface).

Specifically, the Edinburgh Academy (school) was not and is not a beneficiary of the Trust.

The Edinburgh Academy school pupils did not have a position under the Trust, but merely a right "*to such use of the Academical Cricket Field in common with the Academical Cricket Club as they have now and have had since the field was first opened for cricket, under such regulation as may be from time to time be fixed by the said Edinburgh Academical Cricket Club.*" (Trust Deed Purpose First). Thus the Edinburgh Academy school pupils' right was dependant on and subservient to that of the beneficiary, EACC, and such regulation as may from time to time be fixed by the said EACC. It is clear that the Edinburgh Academy school pupils had and have no direct position with the Trust. The Edinburgh Academy school pupils may have a position against the EACC, the original beneficiary or its successor Club, but that is a matter between these organisations.

The Edinburgh Academy school pupils are not beneficiaries of the Trust and the right of use "*in common*" is no more than a declaration which has the effect that the Trustees could not object to the school having use of the EACC ground subject to such regulations as may apply to that use from time to time by the EACC. As previously stated, this can give the school no greater right in anything than that possessed by EACC at any time, the EACC having been the beneficiary under the Trust.

Such right of use "*in common*" cannot extend beyond the land which EACC occupied at any time from the Trust and any such rights that it may be contended that the School had so far as the Trust is concerned were extinguished when the EACC left the Trust. In essence the school can never have had a greater right than the EACC who were the beneficiaries.

I turn now to the question of "Law" in which area I am uninformed and I rely on (a) The Roads (Scotland) Act 1984 and (b) the Opinion of Roddy Thomson QC "*in connection with the matter of title pertaining to the solum of the wall boundary to the north of the Comely Bank Road*" DATRTHOMSON.xxx.yyy 2015.

Mr Innes (page 2 para 3) refers to Part IV Section 28 of the Act as: "*expressly provides for roads authorities to construct walls*".

The wording of the Section is as follows:-

"28 Fences, etc to safeguard (my underlining) persons using public roads.

*The roads authority may, for the purpose of safeguarding (my underlining) persons using a public road, provide and maintain such raised paving, pillars, walls, rails, fences or barriers as they think necessary at any of the following places:-*

(a) *between any of the following and any other of the following:-*

- (i) *a footway;*
- (ii) *a footpath;*
- (iii) *a cycle track;*
- (iv) *a carriageway;*

(b) *along a cycle track so as to segregate classes of users thereof;*

(c) *where a footpath gives direct access to the road on the footpath at or near the point of access, or*

*(d) along the sides of bridges, embankments or other dangerous parts of the road."*

The Comely Bank Road wall is not provided as in (a) above "*between any of the following and any other of the following (i), (ii), (iii) and (iv) above*" nor is it provided as specified in (b), (c) and (d) above. Thus Section 28 of the above Act is inapplicable, contrary to Mr Innes's assertion.

Moreover, the purpose of the wall was not as described in Section 28 above. The purpose of the wall was to maintain the integrity of the Grange Trust ground as a boundary wall. Indeed, as the Opinion says at para 2.7.5 in the : "*Minute of Agreement between Edinburgh magistrates and council officials (the predecessors of Edinburgh City Council (sic!)), the Trustees and representatives of the Edinburgh Academical Club ["M of A 1912"] entered into in July 1912 and recorded ... ..*"

*"2.7.5 Clause Second: The [Council] shall remove the existing boundary wall on the said strip of ground and shall thereafter erect a new boundary wall along the frontage of the said Academy Cricket Field to Comely Bank Road as widened ..."*

Clause Second continues: "*The said new wall shall be six feet in height from the level of the pavement of Comely Bank Road with a pointed serrated surmount for the prevention of climbing (IDL underlining) and the surface of the wall to Comely Bank Road shall be smooth faced"*, (presumably to prevent climbing (IDL)).

The Wall was designed as a physical protection of the private grounds to prevent any intrusion from the public and the wording of the 1912 Agreement was specific in order to maintain control of the integrity of the wall solely within the Trust administration: there is no question of it delineating the public road or of the Trust ceding control of it to the will or whim of the Council or any third party. Moreover, as stated above, it does not meet the purpose of Section 28 of the Act, namely for the purpose of safeguarding persons using a public road.

Incidentally, the wall was erected in 1912. The Act on which Mr Innes seeks to found this aspect of his argument came into force in January 1985. I offer no view of the relevance of the dates, if any.

The legal argument made by Mr Innes under Section 28 has no validity.

I add, in parenthesis, from my personal knowledge of the history of the Trust, that the subject of the walls bounding the Trust property was subject to detailed consideration over a long period: the walls were a key element in the original Disposition in 1882 and in the subsequent business of the Trust.

The second legal point made by Mr Innes is equally vapid. He refers (page 2 para 3) to Section 1 (9) of the Act and he says: "... the wall and pavement now formally vest in the Council although the solum beneath it is retained within ownership of the Grange Trust". However, Mr Innes is incorrect as the wall does not vest with the council as the wall is not part of the road: a fine but crucial point.

The wording of the Section is as follows:-

*"1(9) Subject to subsection 10 below, every road which is entered in the list of public roads kept by a local authority shall vest in the authority any heritable right in relation to a road."*

Roddy Thomson QC's Opinion on this particular point is as follows:-

### **"3. Statutory Context.**

- 3.1 *In 1912 as now councils had statutory responsibility and powers in respect of city streets.*
- 3.2 *It is unnecessary to describe the nature of those powers.*
- 3.3 *Of more interest is the fact that a roads authority has a vested right by statute in the road but it does not by virtue of that statutory right own the solum under the road.*
  - 3.3.1 *That is the case in the present day by virtue of the Roads (Scotland) Act 1984, section 1(9): "... every road which is entered in the list of public roads kept by a local roads authority shall vest in the authority for the purposes of their functions as roads authority: but such vesting shall not confer on an authority any heritable right in relation to a road ...."*
  - 3.3.2 *However it was also the case in 1912 by virtue of that Burgh Police (Scotland) Act 1903, section 104. That provision was not explicit in respect of lack of heritable right but the established position was a restricted right of property in the road – not the **solum** (Ferguson, Law of Roads, Streets, and Rights of Way in Scotland 1904, pages 192-193).*
- 3.4 *Accordingly, it is clear that while the council may purchase land in order to build a road upon it, it does not have to do so.*
- 3.5 *It is also well established that if a public road is stopped up and ceases to be used as a road it potentially becomes available for use by the heritable proprietor of the solum (Roads (Scotland) Act 1984, section 115(1)). For the earlier law see Roads and Bridges (Scotland) Act 1878, section 143). In the*

*absence of clear evidence as to title, it will be the bordering heritable proprietors. Here there is evidence of title, at least as regards the strip.*

- 3.6 *There is no significant distinction between "street" and "road". I use the term interchangeably here. The key legislation is in the 1984 Act which applies to the street in question, it being a road as defined therein. The road includes the verge (section 151). The verge does not include the wall. The wall is not part of the road. At common law 'road' included everything from building line to building line (Perth and Kinross County Council v Crieff Magistrates 1933 SC 751 @ 761, reversed on other grounds 1934 SC (HL) 1).*

Senior Counsel's Opinion rebuts Mr Innes's position and the Opinion's key phrases in para 3.6 are:-

*"The road includes the verge (section 151). The verge does not include the wall. The wall is not part of the road. At common law 'road' included everything from building line to building line".*

The building line is the south side of the Comely Bank Road. Thus the road does not include the wall. For the above reasons Mr Innes's other legal points have no validity. Mr Innes says: *"if you question that [my] position, it would be more a matter of the Trust obtaining updated advice"*. I suggest Mr Innes takes competent advice on the matter.

The law places great emphasis on "authority". Mr Innes is known as to be a first-rate practitioner who specialises in Planning Law and he is a partner at Shepherd & Wedderburn. However, his independence in this matter is compromised as he is also the President of the Edinburgh Academical Club (Pinsent Mason letter 6 May 2014). Roddy Thomson QC is considered a leading Senior Counsel at the Scottish Bar. His areas of practice include Property and Commercial. He provided Opinions for the Grange Trust on the status of the Trust and the *"solum of the wall boundary to the north of Comely Bank Road"*. He is not a member of the Grange Club.

Mr Innes recites a "History". His review is irrelevant to the current position except that he says: (page 2 para2) *"it appears that this may well have been based on an underlying error in understanding as to the area which the respective parties had given up for road purposes to the Council"; "there has been a "clear error"; and the "Trust to rectify this position"*.

Well, well, now we see it all for what it is: special pleading, a mistake, an accident, etc .. .. patently, Mr Innes lacks confidence in his legal and other arguments.

First he cites no evidence for "*it appears*". Second, and contrary to "*it appears*", the 1979 Disposition was made after extensive professional advice and the Trustees and Principals involved included many highly qualified professionals. Further, the proprietors of the Edinburgh Academy signed the Disposition in recognition of its terms, signifying their "approval of the Trustees" exercising their clause 9 Trust powers to dispose the EACC ground to the EACC successor club: the EACC also signed the 1979 Disposition to signify their conjunct agreement and consent to its terms. Third, there is an elegant precision in the 1912 M of A. The above assertions by Mr Innes are absurd.

Indeed, if one is to speculate as to intention, then it is clear that, as this is the most valuable portion of the Trust's property – it fronts the main thoroughfare, Comely Bank Road - it would have been prudent for the Trust to maintain its ownership as indeed they did.

But two vital points override Mr Innes's special pleadings, even if they had relevance. First the contract was made and completed. Second the Trustees are required and have an over-riding obligation to act "*most judiciously*" in the best interest of the beneficiaries. If they fail to so, they are personally liable to all and to any one of the beneficiaries: their position is clear and the Trustees have no latitude in their actions. Indeed, the Trust Deed empowers the Trustees: "*power to defend actions against themselves qua Trustees or other legal proceedings against the property or funds of the Trust*" Trust Purpose Tenth

Mr Innes's final canard is the issue of "planning". Contrary to his implied contention, planning has no relevance to the Trustees and gives no indication of any right over the Trust's property. Anyone can gain planning permission over any property, but it gives them no right to the property! Surely Mr Innes, a planning expert, knows this better than anyone ... and his treatment of the subject is consistent with a reprehensible attempt to confuse those unfamiliar with "planning".

Mr Innes (page 2 para 2): "Redevelopment of Raeburn Place" states that a planning application was made, and he says (page 2 para 3):-

*"I understand that the Grange Trust was given specific additional opportunities to comment on the application in the late Spring of 2014. The planning permission was also accompanied by a Section 75 Agreement. This secured a number of contributions but of relevance to the issues here is the agreement to undertake public realm improvements in respect of the adopted roads at Raeburn Place. These were illustrated in the application and agreement as to the contribution was secured through the Section 75 agreement. The Council entered into this agreement both as Planning Authority and in its capacity as Road Authority. The Council is contracted to undertake certain public realm improvements upon payment being made.*

*Planning permission and agreement in this respect have been public since July 2014."*

All of this may or may not be true, but it is if no relevance: planning confers no rights over the ownership of the property, neither do agreements with the Council, Section 75 and Uncle Tom Cobley and all, and, specifically, they do not "magic away" the Trust's rights or transfer them to EACC. Whatever development under whatever conditions is contemplated it can only be achieved if the developer has the necessary rights to the property: absent these, as in this case, and everything else is meaningless. Surely Mr Innes understands this, and, if he does so, what point is he making?

The only point worth making is that it was foolhardy, possibly negligent, to engage in such a project at so great a cost without establishing the title position .. .. ! The heaps of spoil lying in the Accies ground are an ever present manifestation of such shortcomings which Mr Innes is gallantly attempting to retrieve.

In relation to planning Mr Innes also says (page 2 para 3): "*I understand that the Grange Trust was given specific additional opportunities to comment on the application in the late Spring of 2014*" and also "*I understand that the Trust chose not to make to make any further representations.*"

The Trust did not receive a Neighbour notification and Mr Innes is again stating as facts his suppositions. I enclose a copy of the list of Neighborhood Notifications for 10/03246/FUL 16 November 2010 which demonstrates the Grange Trust was not so notified. There is no record of the Trust being given "specific additional opportunities to comment" ... .. certainly I do not recall it!

The obvious overriding conclusion is that Mr Innes is clutching at straws:-

- (a) the legal propositions he adopts are wholly without foundation;
- (b) the planning consents that are won have no relevance to the existence of the Trust's interests;
- (c) the differentiation he chooses to make between the various "Accie" organisations is immaterial as far as the Trust is concerned whose duty is to act "most judiciously" as the Trust Deed states in the interests of the Trust;
- (d) the Trust history quoted has little or no significance; and
- (e) the special pleading is only that.

The development of the shops will provide a huge financial gain which should be shared with the Trust. The planning consent also provides for grandiose stands and other public benefits for some of which there is no planning requirement to build. These may have been included in the proposal on advice of a very skilled planning lawyer to provide an overlay and perception of the common good and of sport in

order to assist in gaining the planning consent for the whole scheme. The value lies very largely in the shopping parade, say some £10m, and, if the development gains are used to fund other grandiose schemes, that is entirely the responsibility of other parties: it is not and should not be included in the determination of the Trust's interests.

The development creates a huge opportunity for Grange – the largest windfall since the Trust's inception. It should be used to develop the Grange's sporting facilities.

I trust this letter is of assistance. I am able to amplify or clarify any point and provide further external verification.

Yours sincerely

I D Lowe

PS

I enclose copies of the earlier correspondence between Pinsent Mason 6 May 2014 and the Trust 7 May 2014. The Trust's answers are succinct and unequivocal.

I enclose a copy of Colin Innes's letter of 19 May 2015.





# Pinsent Masons

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06 May 2014

COPY

Dear Mr Lowe

**The Edinburgh Academical Club ("the Club")  
The Grange Trust ("the Trust")  
Subjects at Comely Bank Road, Edinburgh**

We act for the Club and our clients have asked us to write to you in relation to certain subjects forming part of the Adopted Road Network at Comely Bank Road, Edinburgh.

Our clients understand that the Trust may have contacted the City of Edinburgh Council seeking to claim ownership of the wall which forms part of the Publicly Adopted Road Network and bounds the Club's ground on the south.

As the wall and area of ground on which it is constructed forms part of the Publicly Adopted Road Network it is vested in the City of Edinburgh Council pursuant to Section 1(9) of the Roads (Scotland) Act 1984.

In the circumstances the interest of the City of Edinburgh Council overrides any other interest in the said strip of ground or wall.

Looking at the terms of the Deed of Constitution of Trust of the Trust, which in our clients view is a bare trust, and whose trust purposes, as far as our clients have aware, have never changed the Trustees of the Trust are bound to hold the property conveyed to them back in 1882 in trust for the Club and others. Further Clause FIRST of the Trust Deed specifically provides that the pupils of the Edinburgh Academy shall in all time coming have the right to use the subjects then known as The Academy Cricket Field.

The strip of ground in question was not conveyed to the Club in 1979 along with the remainder of the former Academy Cricket Ground. However this strip of ground clearly formed part of the then Academy Cricket Ground back in 1882 and the only reason it would not have been transferred to the Club in 1979 was because of the 1912 Agreement between the Trust, the Club and the City of Edinburgh which made provision for the strip of ground to be taken over by The City of Edinburgh and used for

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the expansion of the Public Road Network (including the construction of a wall which was and remains the responsibility of City of Edinburgh Council).

Nothing in the 1912 Agreement or the 1979 Disposition evacuated the statement in the original Trust purposes that the pupils of the Edinburgh Academy would have the right to use the Academical Cricket Field and to that extent any interest retained by the Trust in the strip of ground must still be held subject to at least that purpose.

In all circumstances our clients position is that the Trust has no interest in the strip of ground other than pursuant to the original purposes of the Trust and in particular has no interest at all in the wall erected on the said strip of ground given that this forms part of the Adopted Road Network and is vested in the City of Edinburgh Council.

For information we enclose a copy of a report prepared on the condition of the wall from which you will see that it is in a very poor state of repair. Our clients' position is that the Trust should immediately withdraw any claim it may have made in relation to ownership of or any proprietary interest in the said wall.

Should you or the other Trustees wish to meet with the Club, the Club President, Colin Innes, would be delighted to explain the background as to what is proposed at Raeburn Place.

Yours faithfully

**Ewan Alexander**

Partner

for Pinsent Masons LLP

cc - Ian Muir  
Bobby Frazer  
David Dix-Perkin

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Pinsent Mason  
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COPY

Ref: DATPINSENT.D54

7 May 2014

Dear Mr Alexander

**THE EDINBURGH ACADEMICAL CLUB ("THE CLUB")  
THE GRANGE TRUST ("THE TRUST")  
SUBJECTS AT COMELY BANK ROAD EDINBURGH**

I refer to your letter of 6 May 2014. I observe from the "Brownian" motion of its content that you, like me, find the position confusing. I reply to your letter enumerating your paragraphs seriatim :-

1. Noted
2. I understand the CEC had previously been notified of the Trust's interest
- 3&4 Section 1(9) of the Roads (Scotland) Act 1984 relates to the road and specifically acknowledges that it "shall not confer on an authority any heritable right in relation to the road". Furthermore it does not supersede the contractual obligation in relation to the wall
5. The Trust holds the grounds in trust for the beneficiary. Any rights of the pupils of the Academy went together with the conveyance in 1979
6. The solum of the wall was not conveyed in the 1979 conveyance and title to this land remains with the Trust. The other assertions are irrelevant.
7. See 5 above
8. The Trust owns and has heritable title to the strip of ground
9. The state of the wall is a matter for CEC whom we have requested to effect repairs as soon as possible in accordance with their contractual obligations to the Trust
10. I am grateful for Chris Innes' generous invitation which I would like to accept

I hope this is of assistance

Yours sincerely

I D Lowe

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19 May 2015

James McGhie  
Chairman  
Grange Trust  
3 Lauder Road  
Edinburgh

COPY

Dear Jim

**The Edinburgh Academical Club  
Grange Trust  
Comely Bank Wall**

I refer to our meeting at the end of March and write to update you as to the Club's position regarding the Comely Bank wall.

The Edinburgh Academical Club has entered into formal contractual relations with the Raeburn Place Foundation with regard to the long term redevelopment of the Raeburn Place Sports Ground. The Raeburn Place Foundation has been created to ensure that people, irrespective of background and ability, have the everyday opportunity to come together to play, watch, appreciate and celebrate sports. I understand that they now have the start of a website available and you will be able to see their mission statement on it ([www.raeburnplacefoundation.org](http://www.raeburnplacefoundation.org)). The Club has not sought to obtain any financial benefit from the long term arrangement with the Raeburn Place Foundation. The Club fully debated the long term future of Raeburn Place and decided that a long lease to the Raeburn Place Foundation was an appropriate means for securing the long term future of the ground for sporting purposes. This is consistent with the original acquisition and use of the ground over an extended period of time. The Edinburgh Academical Club is delighted to support the redevelopment which will provide considerable benefits to wider sporting provision within north Edinburgh.

### History

The original Feu Disposition of 1882 included in the plans a plan delineating the "Academy cricket field". This included the area of ground right up to Raeburn Place as it was then configured. In addition, the Trust Deed also made provision to ensure that the pupils of the Edinburgh Academy also had access to the cricket field subject to appropriate supervision by the Club. As you will know, The Edinburgh Academical Club, along with the Grange and other clubs, thereafter leased the ground from the overarching Trust. This enabled the respective clubs to pay off the debt due in the context of the original acquisition costs of the wider area. The Edinburgh Academical Cricket Club and The Edinburgh Academical Club paid off the relevant sums and ultimately sought, in 1979, a Disposition of the cricket ground.

In 1912 agreement was reached between the Trust, The Academical Club and the Lord Provost and Magistrates of the City of Edinburgh Council whereby part of the Academy cricket ground was relinquished to the Council to enable road widening of Comely Bank Road. That is reflected in the Minute of Agreement which made provision for the Council being responsible for the construction of a boundary wall between "the Academy cricket ground" and the new area encompassing the road

improvements. Incorporated within the obligations was an ongoing requirement of maintenance. At no stage has the interests of the Academy pupils been relinquished from this area of ground.

As identified above, in 1979 The Academical Club obtained a Disposition of the Academy cricket ground. In terms of that Disposition the boundary of the cricket ground was the north face of the wall which had been constructed by the Council. In the 1979 Disposition there is stated to be an acknowledgement that The Edinburgh Academical Club had no further interest in the said Deed of Constitution of Trust. Having reviewed the history, it appears that this may well have been based on an underlying error in understanding as to the area which the respective parties had given up for road purposes to the Council. This had clearly formed part of The Academical cricket ground and the underlying title remained with the Trust. Against that background, I would suggest that if one looks at the history and the payments that have been made, this area of ground should properly have also been conveyed to The Edinburgh Academical Club at the time. I would suggest therefore that there has been a clear error and would invite the Trust to rectify this position.

### **Redevelopment of Raeburn Place**

The area over which the Minute of Agreement of 1912 applies to has in its entirety now been adopted by the City of Edinburgh Council as a road. I understand that you have a copy of the formal entry within the statutory list that includes the wall as part of the road. That position has now existed for a considerable period of time and in terms of the list, the wall is part of the road. Section 28 of the Roads (Scotland) Act 1984 expressly provides for roads authorities to construct walls. In terms of Section 1(9) of the Roads (Scotland) Act 1984, the wall and pavement now formally vest in the Council, although the solum beneath it is retained within ownership of the Grange Trust. At our meeting you suggested we obtain further legal opinion on these matters. I would suggest that it is well established that title and other obligations do not bind a roads authority in the context of adopted roads. I would suggest that if you wish to question that position, it would be more a matter of the Trust obtaining updated advice.

Planning permission for the redevelopment was granted on 2 July 2014. I understand that the Grange Trust was given specific additional opportunities to comment on the application in late Spring of 2014. I understand that the Trust chose not to make any further representations. The planning permission was also accompanied by a Section 75 Agreement. This secured a number of contributions but of relevance to the issues here is the agreement to undertake public realm improvements in respect of the adopted roads at Raeburn Place. These were all illustrated in the application and agreement as to the contribution was secured through the Section 75 Agreement. The Council entered into this agreement both as Planning Authority and in its capacity as Roads Authority. The Council is contracted to undertake certain public realm improvements upon payment being made. Planning permission and agreement in this respect have been public since July 2014.

In the circumstances, it is evident that no "ransom strip" has been created by the underlying ownership of the Grange Trust in relation to the solum. The Council, as Roads Authority, is entitled to enter into agreements seeking contributions to the improvements of roads associated with development. The Grange Trust have had a full opportunity in terms of the planning application process to make appropriate representations. The Trust was fully aware of its position at that time. It chose not to do so and has allowed both the planning permission to be issued and relevant Section 75 Agreement to be entered into.

The current position regarding the wall is wholly unsatisfactory. The Council, has full responsibility for this as Roads Authority. We understand that the Grange Trust may have written to the Council suggesting that the wall requires to be rebuilt. In our view, this request is not one which the Council requires to accede to given that the wall is adopted as a road. Furthermore, the Council as Roads Authority have already entered into a binding commitment to improvements should the Raeburn Place development proceed.

As you will appreciate, the current state of the wall is creating a serious disamenity to Stockbridge. We believe it is in the interests of both the community and safety for the whole wall to be properly made safe and appropriate fencing to be put in place to protect users of the road. I would hope that the Grange Trust will co-operate and agree to the tidying up of the area.

In terms of the wider position, it is clear that the Grange Trust do not have a ransom in relation to the redevelopment of Raeburn Place. Furthermore, having reviewed the history of the area in question, I would on behalf of The Edinburgh Academical Club suggest that the long term solution is that the area should be conveyed to The Edinburgh Academical Club in accordance with the spirit of the 1882 Trust.

I look forward to hearing from you once you have had an opportunity to consider the matters that have been raised. I would however suggest that the interim issue regarding the current state of the wall is a matter which requires to be addressed as a matter of urgency. I understand that it is causing considerable public disquiet and I can understand that concern.

If you feel that a further meeting may be of assistance, please do not hesitate to contact me.

Kind regards.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Colin W Innes'.

Colin W Innes  
President of The Edinburgh Academical Club