



H.F. 8/1/14

FORESTRY COMMISSION
EAST (SCOTLAND) CONSERVANCY
6 Queen's Gate, ABERDEEN, AB9 2NQ
Telephone: 33361

Please address any reply to
THE CONSERVATOR

and quote:

Your reference:

L12/BNC/108

HCC/JS

15 March 1984

Mr J R Mackay
The Dell
Blairdaff
Inverurie
Aberdeenshire
AB5 9LT

Dear Mr Mackay

BUCHAN FOREST DISTRICT :- 1. SHOOTINGS - KIRKWOOD AND LONGFOLD
2. AFFORSK POND

Thank you for your letter of 10 March regarding the above shootings.

You mention the fishings at Afforsk Pond (of which more below) but although work is due to begin in the near future, once it has been completed and the pond has filled it will be necessary to lower the water level again for a time. You will recall that some trees will have to be cleared when the level has been raised, and we cannot tell exactly how many it will be necessary to remove until the pond has filled up. The water level will then have to be lowered again in order that the affected trees can be removed and it may well be that the pond will not be suitable for fishing during this coming summer.

You say that we are "shortly to be offering the sporting rights at Afforsk Pond to Blairdaff Angling Club" but when Mr Grant and I met you it was made clear that we might not be able to let to the Club because of possible interest on the part of other organisations. One suggestion made by Mr Grant was that the Baillies of Bennachie might be prepared to take a lease, and we could probably justify letting to them to the exclusion of others as the Baillies are a well known conservationist organisation. This possibility has never been fully explored, but I shall now be taking it up and will contact you again as soon as possible.

In the meantime, and in view of the doubts as to whether the pond will be ready for this summer, you may wish to reconsider your decision to surrender the lease of the shootings. If you do not wish to take a further 3-year lease, I suggest that the current lease could be extended for 12 months.

I look forward to hearing from you in the near future.

Yours sincerely

H C Cooke
for Conservator



8/1/14
HIF

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L12/General/Bennachie HCC/JS

1 May 1984

Your reference:

Mrs H P Fraser
Templar Croft
Aqhythie
Inverurie
Aberdeenshire
AB5 9NY

Dear Mrs Fraser

BUCHAN FOREST DISTRICT (BENNACHIE) FISHINGS: AFFORSK POND

I think that you will almost certainly know, from Mr J R Mackay, of the background to discussions which have taken place with regard to re-instating the Afforsk Pond, but I hope that you will bear with me if I repeat to some extent what you already know.

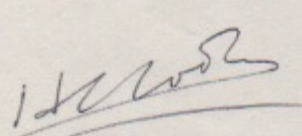
Mr Mackay and some friends of his raised the possibility of the pond being restored for fishing and would have welcomed an opportunity of taking a lease. Our position as a public body is, however, that unless there are very special circumstances we would normally be expected to advertise any such fishings so as to give anyone who might be interested an opportunity of taking them and to ensure that the best rent obtainable were received. In addition, a condition of our normal fishing leases is that day permits be made available to members of the public, which is not what Mr Mackay had in mind. On the other hand, we accept that it would be a pity to see the pond deteriorate further and that it should not be restored so that it can be fished.

As there are conservation interests in the vicinity of the pond, it occurred to us that we might be able to justify not advertising the fishings if we could enter into a lease with an appropriate conservation organisation. In this context, the Baillies of Bennachie immediately sprang to mind as an appropriate body, if they were interested in taking a lease and administering the pond and the fishings.

Work on the old retaining dam, etc is to be carried out during this summer but it seems unlikely that the pond would be available for fishing until the following season. It would be helpful to know, however, as to whether or not the Baillies would be prepared in principle to consider my suggestion, and if so I can let you have firm proposals and suggested conditions, etc.

I look forward to hearing from you when there has been an opportunity of considering this suggestion, and should be pleased to discuss any points with you if you wished.

Yours sincerely


H C Cooke
for Conservator



8/1/16
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L12/General/Bennachie HCC/JS

15 June 1984

Mrs H P Fraser
Templar Croft
Aqhythie
Inverurie
Aberdeenshire AB5 9NY

Dear Mrs Fraser

BUCHAN FOREST DISTRICT (BENNACHIE) FISHINGS : AFFORSK POND

I refer to my letter of 1 May regarding the above but do not appear to have heard from you.

Whilst I can understand that you may have to await a meeting of the Baillies, I look forward to receiving a reply as soon as you are able to let me know their feelings.

Yours sincerely

H C Cooke
for Conservator

8/1/14

THE BAILIES OF BENNACHIE



Treasurer:
Gordon R. Ingram,
10, Cuninghill Road,
Inverurie,
Aberdeenshire
AB5 9TS

Senior Bailie:
Algy Watson
Springbank
Oyne
Aberdeenshire
Tel. Old Rayne 611

Clerk:
Mrs. Helen P. Fraser,
Templar Croft,
Aquhythie,
Inverurie,
Aberdeenshire, AB5 9NY.
Tel. Kemnay 2372.

copy

Wed 20th June, 84.

Dear Mr Cooke,

Thank you for your letter and please accept my apologies for the delay in replying

At the recent meeting of the Council of the Bailies of Bennachie, your letter was read and Mr J. R. Mackay explained the background

I am instructed to say that we are interested in your ~~proposal~~^{suggestion} that the Bailies might be prepared to take a lease, and we are prepared to negotiate terms

I look forward to hearing from you

Yours sincerely,

H. P. J.



8/1/14

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HCC/LM

6 July 1984

Mrs H P Fraser
Templar Croft
Aquhythie
Inverurie
AB5 9NY

Dear Mrs Fraser

AFFORSK POND

Thank you for your letter regarding the above.

Enclosed please find a specimen of the Commission's standard fishing lease which (suitably adapted) would apply. On specific points, using the numbers of the specimen lease terms:-

1. I suggest a date at the beginning of next year's season, unless earlier entry were desired in order to carry out works.
2. This I should like to discuss, as it could be affected by various commitments as to responsibility for maintenance, etc.
4. We have no intention of encouraging public use, but would not expect to exclude any member of the public who happened to be in the vicinity whilst walking in the forest.
8. As Mr McKay may have explained, there are some problems, and this would be a point for discussion.
- 10 & 12. It is Commission policy that some permits (commensurate with the size of the fishings) be made available.

Other: The extent of responsibilities for maintenance of structure etc would have to be defined.

I suggest that you consider the general terms as set out in the specimen, and let me have your initial observations, after which we could discuss in more detail.

Yours sincerely

H C Cooke
for Conservator

Example

8/1/14

SPECIMEN OF FISHING LEASE (SCOTLAND)

MINUTE OF LEASE

SPECIMEN

between

THE SECRETARY OF STATE FOR SCOTLAND
("the First Party") on the one part

and

[The present Trustees of the Angling Society]
("the Second Party") on the other part

The First Party lets to the Second Party ~~and their heirs and successors~~ excluding assignees legal and conventional and sub-tenants and the Second Party agrees to take ALL and WHOLE so far as the First Party can grant the same and except as hereinafter mentioned the right of fishing ~~for salmon and fish of the salmon kind~~ By rod and line ~~in so much of the~~ in Afforsk Pond ~~up to the medium filament~~ in the Parish of ~~as~~ Aberdeen as is situated ~~between the points~~ marked on the plan attached and signed as relative hereto and that upon the following terms and conditions -

- FIRST Notwithstanding the dates hereof the lease shall commence on 19 and shall endure for the period of years
- SECOND The Second Party shall pay to the First Party the yearly rent of £ sterling in advance the first payment being due on 19 for the year ensuing with interest at the rate of Treasury rates in force on each payment from the due date until paid
- THIRD The Second Party shall pay all existing and future rates and other outgoings whatsoever in respect of the rights hereby let during the subsistence of this lease
- FOURTH The First Party shall be free to execute all such works and do all such acts and things on his lands as in his opinion may be necessary or desirable in due course of agriculture or forestry or for any purpose including but without prejudice to the generality of the foregoing the erection of houses and other buildings and the permitting of members of the public to have reasonable access to the banks for the purposes of air and exercise
- FIFTH The Second Party shall exercise the right in a fair and sportsmanlike manner comply with all statutes bye-laws and regulations of the appropriate authorities affecting the rights hereby leased and at the end of each season shall render to the First Party a true and accurate record in writing of the number and weight by species of all fish taken
- SIXTH The Second Party shall make good or pay compensation for any damage caused to any lands adjoining the fishings by themselves or by those authorised by them and shall not light or permit the lighting of any fires

APPENDIX 7 (contd.)

- SEVENTH** The Second Party undertakes to free and relieve the First Party of all claims for compensation for injury or damage to persons or property which would not have arisen but for the granting of this lease
- EIGHTH** The Second Party undertakes not to take vehicles on to the lands adjoining the fishings except to gain access to the fishings only along the route marked "C - D" on the said plan by recognised routes as pointed out by the Forestry Commission's Forester in Charge and to traverse only the customary paths along the banks of the fishings
- NINTH** The First Party is not bound to provide protection of any kind against unauthorised fishing and will accept no responsibility for such fishing The Second Party at their own expense may take such steps to prevent same as may be necessary including the erection of warning notices which may be erected subject to the approval of the First Party
- TENTH** The Second Party shall not permit any person but themselves to exercise the said right of fishing other than any person authorised by them as provided for in Clause Eleventh members of the Society and the Second Party shall secure the issue to each member of a card or certificate of membership which shall bear the name and address of that member and which is to be produced on demand to the Forestry Commissioners' Forester or Ranger or other person duly authorised in that behalf by the First Party
- ELEVENTH** The First Party warrants the rights hereby leased only so far as is commensurate with the terms of this lease and no warrandice is to be implied beyond the provisions hereof
- TWELFTH** The Second Party shall be entitled to permit the said rights to be exercised by other persons on condition that the number of said persons does not at any time exceed and that each and every said person shall be issued with a card or ticket bearing that persons full name and address the period for which the permit is issued and such card or ticket shall be signed by the Second Party or his agent and by the said person and shall be produced on demand to the Forestry Commissioners' Forester or Ranger or other person duly authorised in that behalf by the First Party
- THIR-TEENTH** The Second Party binds himself to work and fish the whole waters sufficiently and to keep the fishings in proper order during this lease and to leave them in such order and remove all their boats engines and gear at the termination hereof
- LASTLY** In the event of the Second Party failing to implement observe or comply with any of the above terms and conditions or if the Second Party becomes bankrupt goes into liquidation or is wound up or ceases to exist or makes any composition with or assignation for the benefit of its creditors the First Party shall have the right to bring the let to an end and that without prejudice to any claims he may have against the Second Party

IN WITNESS WHEREOF