

OUTLYING PORTIONS
OF
THE MALHAM ESTATE
YORKS.



Particulars and Conditions of Sale.



JULY 21st, 1922.



Solicitors :

MESSRS. ASHURST, MORRIS, CRISP & Co.,
17, THROGMORTON AVENUE,
LONDON, E.C.2.

Steward :

J. WINSKILL, ESQRE.,
ESTATE OFFICE,
MALHAM TARN,
SETTLE, YORKS.

Auctioneers :

MESSRS. RAWLENCE & SQUAREY,
SALISBURY;
3A, DEAN'S YARD, WESTMINSTER, S.W. 1,
AND SHERBORNE, DORSET.

By Order of Major J. A. Morrison, D.S.O.

MALHAM, YORKS,

About 5 and 7 miles respectively from BELL BUSK and HELLIFIELD STATIONS
(Midland Railway), 7 miles from SETTLE, and 11 miles from SKIPTON.

Particulars, Plan and Conditions of Sale

OF THE

OUTLYING PORTIONS

OF THE

MALHAM ESTATE

COMPRISING

*Four Valuable Farms,
Small Holdings and Accommodation Lands,
TWO FULLY-LICENSED HOTELS,
Numerous Cottages and Gardens, &c.,*

EMBRACING A TOTAL AREA OF ABOUT

1122a. 3r. 37p.

Messrs. RAWLENCE & SQUAREY

are instructed to offer the above Properties for SALE by AUCTION, in convenient Lots, at the

Buck Hotel, Malham,

ON

FRIDAY, the 21st JULY, 1922. at 2 p.m.,

unless previously sold by Private Treaty.

Particulars, Plan and Conditions of Sale may be obtained from

MESSRS. ASHURST, MORRIS, CRISP & CO., *Solicitors*,
17, Throgmorton Avenue, London, E.C.2;

J. WINSKILL, Esq.,
Estate Office, Malham Tarn, Settle, Yorks; or

MESSRS. RAWLENCE & SQUAREY, *Auctioneers & Land Agents*,
Salisbury;
3a, Dean's Yard, Westminster, S.W.1;
and Sherborne, Dorset.

BENNETT BROTHERS, PRINTERS, SALISBURY.

Notes and General Remarks,

forming part of the Conditions under which the Properties are Sold.

- TENURE.**—The whole of the Properties are Freehold.
- INSPECTION.**—Intending Purchasers may inspect the various Properties, by permission of the Tenants, on production of these Particulars or an Order to View from the Auctioneers.
- OUTGOINGS.**—The Properties are believed to be free of Tithe and Land Tax, none being paid by the Vendor. The only outgoings paid by the Vendor are the Rates on the Water Supply, included in Lot 4, and on the Estate Store, included in Lot 14.
- TENANCIES.**—The Lots are sold subject to the existing tenancies and to the rights of the Tenants and to all rights-of-way, water, and other easements.
- APPORTIONMENT OF RENTS.**—All apportionments of Rents made by the Auctioneers for the purposes of Sale shall be accepted by the Purchasers, but the consent of the Tenants thereto shall not be required.
- RIGHTS-OF-WAY.**—All Rights-of-Way provided by the Particulars to be given to the Purchaser of any Lot shall be reserved to the Vendor if such Lot shall not be sold.
- FIXTURES.**—Care has been taken to omit any description of Tenants' Buildings, Fixtures, &c., in these Particulars, but whether so described or not they are excluded from the Sale.
- TIMBER AND UNDERWOOD.**—All growing Timber and other Trees and Underwood on the Properties will be included in the Sale.
- WATER SUPPLY.**—Water is supplied to Gordale Farm, on Lot 5, and to Lots 1, 2, 3, 11, 12, 14, 15 and 16 from Wells or Springs on Cherries Farm. The purchasers will have the benefit of such supply subject to the payment of the Water rents mentioned in the particulars of each Lot and to the Conditions of Sale.
- HOUSES AND BUILDINGS.**—All Houses and Buildings on the Properties are stone-built and tiled or slated except where otherwise stated in the Particulars.
- LOTTING.**—The Vendor reserves the right to alter the Lotting, or to amalgamate any two or more Lots, or to withdraw or divide any Lot or Lots, or any portion thereof, before or at the Sale.
- BOUNDARIES.**—Should any dispute arise with regard to the boundary of any Lot where it adjoins any other Lot or the Vendor's property, the same shall be submitted to the sole arbitration of the Auctioneers, whose decision shall be binding on all parties.
- PARTICULARS AND PLAN.**—These have been carefully prepared and the numbers and quantities (except in a few cases, where the 25in. Ordnance Sheets are not published) taken from the Ordnance Survey Map (1909 Edition) with the consent of the Controller of H.M. Stationery Office. They are believed to be correct, and shall be accepted as such by both the Vendor and the Purchasers.

Particulars of Sale.



LOT 1.

(Coloured Green on Plan.)

The Fully-Licensed Hotel

KNOWN AS

“The Listers Arms,”

TOGETHER WITH

**Stabling, Garage, Buildings and Pasture
Land, Plantation and Stream,**

embracing an area of about

2a. 2r. 6p.

as set out below.

situate in the centre of MALHAM VILLAGE.

THE LISTERS ARMS is a comfortable, old-fashioned Hostelry, dated 1723, containing the following accommodation:—

On the Ground Floor:—Tiled ENTRANCE PASSAGE and STAIRCASE, Front SITTING ROOM, SMOKING ROOM, Back SITTING ROOM, BAR, with doot to Garden, CELLAR, DAIRY, Large KITCHEN, with Range and Boiler, Back KITCHEN, with Range, Copper and 2 Sinks (h. and c.).

On the First Floor:—LANDING; DINING ROOM, about 24ft. 6in. by 18ft. 6in., with 2 Fireplaces; PASSAGE, with Hot Linen Cupboard; BATHROOM, with Full-length Bath (h. and c.) and 2 Lavatory Basins; W.C. and 3 BEDROOMS.

On the Second Floor:—LANDING, 3 BEDROOMS and STORE.

Water is laid on from the Cherries Farm Supply.

THE STABLING &c., comprises:—Six-Stall STABLE and TRAPHOUSE, with LOFT over, Lean-to 4-Stall SHIPPON, PIGSTY and COALHOUSE; GARAGE, together with Detached HOUSE for Acetylene Gas Plant.

THE PASTURE LAND, adjoining the Listers Arms, together with PLANTATION and STREAM, form a most desirable adjunct.

No. on Plan.	Description.	Area.	
		A. R. P.	A. R. P.
PARISH OF MALHAM. <i>In Hand.</i>			
124	Plantation and River Tenants—MESSRS. SWINBANK.	..	- 3 19
123	"The Listers Arms," Stables, Garden, Yard, &c.	..	- - 34
127	Pasture .. .. .	..	1 1 33
			1 2 27
			A. 2 2 6

The Listers Arms and Premises, containing an area of about **1a. 2r. 27p.**, as above, are let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£25 0 0** per annum.

OUTGOINGS:—

Water Rent (payable by Tenants) .. **£1 5 0** per annum.

LOT 2.

(Coloured Pink on Plan.)

The Fully-Licensed Hotel

KNOWN AS

"The Buck Hotel,"

TOGETHER WITH

Stabling, Garage, Buildings and Land,

embracing an area of about

4a. 2r. 16p.

as set out below.

THE BUCK HOTEL is a Modern Well-built Hostelery, containing the following accommodation:—

On the Ground Floor:—ENTRANCE HALL, PASSAGE and STAIRCASE; DINING ROOM; BAR, fitted with Cupboards; DRAWING ROOM; BREAKFAST ROOM; COFFEE ROOM; SMOKING ROOM; LARDER; Large KITCHEN, fitted with Range, Double Ovens, Hot Plate, Dresser and Shelves, Sink (h. and c.) and Buttery Hatch to Dining Room; LAVATORY and W.C.; WASHHOUSE, with Copper and Sink; BEER and WINE CELLARS.

On the First Floor:—LANDING, CORRIDOR, 11 good BEDROOMS, BATHROOM (h. and c.) and Lavatory Basin and W.C.

Water is laid on from the Cherries Farm Supply.

THE DETACHED BUILDINGS comprise:—STABLES, containing LOOSE BOX and 8 STALLS, with LOFTS over; Large and Small GARAGES; together with Drained CARRIAGE WASH, Detached PIGSTY, FOWLHOUSE and E.C.

Adjoining the Hotel on the Northern side are TWO COTTAGES, now used as Stores, the Southernmost containing LIVING ROOM, SCULLERY, PANTRY and 2 BEDROOMS; and the Northernmost containing LIVING ROOM and BEDROOM, together with Detached WOODHOUSE and E.C.

"FRANK BARN," situate in No. 114, comprises BARN and SHIPPON for 10, with LOFTS over, together with Detached WELLHOUSE.

THE ACCOMMODATION PASTURE LANDS in this Lot adjoin the Hotel, and embrace some excellent Herbage, whilst "THE PLANTATION," bordering "The Beck," affords a pleasing outlook from the Hotel.

SCHEDULE.

No. on Plan.	Description.	Area.	
		A. R. P.	A. R. P.
PARISH OF MALHAM.			
113	Pasture .. .. .	..	1 0 32
114	do. Buildings and Yard .. .. .	..	2 1 37
116	Buck Hotel, Stables, Yard, Gardens and 2 Cottages .. .. .	..	- 3 5
118A	Plantation .. .. .	..	- - 22
			A. 4 2 16

This Lot is let, with other Lands, to Mr. A. WIGGINS on a yearly tenancy determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£31 5 0** per annum.

OUTGOINGS:—

Water Rent (payable by Tenant) .. **£2 0 0** per annum.

LOT 3.

(Coloured Yellow on Plan.)

The Valuable ACCOMMODATION FARM

KNOWN AS

"Friar Garth Farm,"

forming an attractive Holding, situate near the VILLAGE OF MALHAM, and embracing an area of about

119a. 3r. 26p.

as set out below.

THE FARMHOUSE, situate in the Village, contains :—ENTRANCE LOBBY, SITTING ROOM, Large LIVING ROOM, WASHHOUSE, DAIRY and LARDER and 4 BEDROOMS, together with Lean-to WOODSHED.

THE HOME BUILDINGS comprise :—BARN, part of which is partitioned to form SHIPPON for 12, with Lean-to MANURE SHED ; SHIPPON for 6 and LOOSE BOX, with LOFT over, and Lean-to CALVES' PEN ; BARN, with SHIPPON for 12 and LOFTS over ; 3-Stall STABLE, with LOFT over, and Large TRAPHOUSE, with GRANARY over.

Water is laid on to the Farmhouse, Home Buildings, and several of the Fields from the Cherries Farm Supply.

"MIREBARN," in No. 3, comprises :—BARN and SHIPPON for 6, with Water Trough in Yard adjoining.

No. on Plan.	Description.	Area.			
		A.	R.	P.	A. R. P.
PARISH OF MALHAM.					
3	Pasture and Building	5	3	30	
4	Pasture .. ..	..	..	28	
5	do. .. ..	..	..	24	
6	Wood	17	0	24	
7	Pasture .. ..	..	..	29	
8	do.	5	3	11	
9	do.	5	3	15	
10	do.	9	0	37	
11	do.	4	2	25	
12	do.	1	1	15	
13	Road	3	0	30	
14	Pasture .. ..	..	2	9	
15	do.	12	1	28	
139A	do.	3	1	6	
141	do. .. ..	..	..	33	
142A	House, Buildings, Garden, &c.	1	0	10	
143	Pasture .. ..	..	..	36	
145	do.	19	1	7	
251	do. .. ..	..	1	17	
					91 2 17
PARISH OF HANLITH.					
3	Pasture .. ..	..	2	13	
5	do. .. ..	..	8	14	
6	do. .. ..	..	2	3 11	
7	do. .. ..	..	16	2 11	
					28 1 9
					A. 119 3 26

This Lot, excluding the Sporting, is let, with other Lands, to MR. R. HARRISON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£123 0 0** per annum. The Sporting is let to MR. J. MORKILL at an apportioned rent of **£1 0 0** per annum.

OUTGOINGS :—

Water Rent **£2 0 0** per annum.

LOT 4.

(Coloured Blue on Plan.)

THE VALUABLE Well-Watered STOCK FARM

KNOWN AS

"Cherries Farm,"

forming an attractive Holding, situate near the VILLAGE OF MALHAM, and embracing an area of about

303a. 3r. 34p.

as set out below.

bounded by a good Road and intersected by Gordale Beck.

THE FARMHOUSE, pleasantly situate in the VILLAGE OF MALHAM contains :—

On the Ground Floor :—DINING ROOM, BREAKFAST ROOM, DRAWING ROOM, LOUNGE and STAIRCASE, KITCHEN, with Range and Boiler, DAIRY, PANTRY WASHHOUSE, with Copper and Sink, and COALHOUSE.

On the First Floor :—LANDING, 4 BEDROOMS and BATHROOM, with Bath (h. and c.), Lavatory Basin, Hot Linen Cupboard and W.C.

THE HOME BUILDINGS comprise :—Three-Stall STABLE and LOOSE BOX, with LOFT over ; BARN and SHIPPON for 8, with LOFT over, and Lean-to TRAPHOUSE, FOWLHOUSE, SHIPPON for 8 and CALF PEN, together with Sheep Dip and 2 Outside Coppers, and on the opposite side of the road is CALVES' HOUSE with 2 LOOSE BOXES and LOFT over.

"NEW LAITHE" BUILDINGS, in No. 222, comprise BARN and SHIPPON for 12, with LOFTS over, Lean-to FOWLHOUSE and Water Trough in Yard.

"GILL LANDS LAITHE" BUILDINGS, in No. 245, comprise BARN and SHIPPON for 8.

"MANTLEY FIELD LAITHE" BUILDINGS, in No. 250, comprise BARN and SHIPPON for 6, with LOFT over.

"FARLEYATES LAITHE" BUILDINGS, in No. 252, comprise BARN and SHIPPON for 12, with LOFT over part, with Water Tank in Yard.

"WEDBER LAITHE" BUILDINGS, in No. 258, comprise BARN and SHIPPON for 14, with LOFTS over.

"WYE GILL LAITHE" BUILDINGS, in No. 260, comprise BARN, SHIPPON for 8 and FOWLHOUSE, with Water Trough in Yard.

"HOG HOUSE LAITHE" BUILDINGS, in No. 272, comprise BARN, SHIPPON for 6, with LOFT over and CALVES' PEN.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
PARISH OF MALHAM.				
137	House, Garden, Buildings, Pasture, &c.	..	..	..
139B	Building .. ..	..	..	..
219	Pasture .. ..	..	..	..
220	do. .. ..	..	..	..
221	do. .. ..	..	..	..
222	do. Building and Yard ..	..	..	..
223	Pasture .. ..	..	..	..
224	Wood .. ..	..	..	..
228	do. .. ..	..	..	..
229	Pasture .. ..	..	..	..
230	do. .. ..	..	..	..
231	Stream .. ..	..	..	..
232	Pasture, &c. .. ..	..	..	..
232A	Stream .. ..	..	..	..
233	do. .. ..	..	..	..
234	Pasture .. ..	..	..	..
236	Wood, &c. .. ..	..	..	..
237	Pasture .. ..	..	..	..
259	do. .. ..	..	..	..
238	do. .. ..	..	..	..
243	do. .. ..	..	..	..
244	Wood .. ..	..	..	..
245	Pasture and Building ..	..	..	..
246	Pasture .. ..	..	..	..
247	do. .. ..	..	..	..
250	do. and Building .. ..	..	..	..
252	Pasture, Building and Yard ..	..	..	..
253	Pasture .. ..	..	..	..
254	Wood .. ..	..	..	..
256	Pasture .. ..	..	..	..
258	do. and Building .. ..	..	..	..
260	do. do. .. ..	..	..	..
261	Wood .. ..	..	..	..
263A	Pasture .. ..	..	..	..
264	do. .. ..	..	..	..
272	do. and Building .. ..	..	..	..
280	Wood .. ..	..	..	..
281	do. .. ..	..	..	..
282	Pasture .. ..	..	..	..
283	do. .. ..	..	..	..
		293	2	35
PARISH OF HANLITH.		10	0	39
14	Pasture .. ..	..	..	..
		A. 303	3	34

This Lot, excluding the Sporting, is let, with other Lands, to Mr. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£163 0 0** per annum. The Sporting is let to Mr. J. MORRILL at an apportioned rent of **£4 0 0** per annum.

Included in this Lot are the Water Rents arising on Lots 1, 2, 3, 11, 12, 14, 15 and 16, and payable by other consumers, amounting together to **£15 4 0** per annum, and referred to in Clause 6 of the Conditions of Sale.

A Supply of Water to Gordale Farm, Lot 5, is obtained from No. 272, and the Sale is subject to the continuance of this supply.

LOT 5.

(Coloured Pink on Plan.)

The Valuable STOCK FARM

KNOWN AS

"Gordale Farm,"

forming an attractive Holding, situate near the famous "GORDALE SCAR," and embracing an area of about

351a. 3r. 30p.

as set out below,

intersected by a good Road and amply supplied with Water.

THE FARMHOUSE, pleasantly situate near the Public Road [which intersects the Farm, contains:—DINING ROOM, KITCHEN, DAIRY, SCULLERY with Sink and Tap, WASHHOUSE and 4 BEDROOMS.

Water is obtained from No. 272, forming part of Lot 4, and the latter is sold subject to this liability.

THE BUILDINGS, adjoining the Farmhouse, comprise:—Two-Stall STABLE, with LOFT over, SHIPPON for 6 and PIGSTY.

"HOME LAITHE" BUILDINGS, in No. 273, comprise BARN, SHIPPON for 18, with LOFTS over, and CALVES' PEN, together with Water Trough in Yard.

"HIGH LAITHE" BUILDINGS, in No. 274, comprise BARN and SHIPPON for 5, with LOFT over, and Water Trough in Yard.

"OXEN RAKE LAITHE" BUILDINGS, in No. 278, comprise BARN and SHIPPON for 6, with LOFT over, and Water Trough in Yard.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
PARISH OF MALHAM.				
266	Pasture .. ..	..	..	..
267	do. .. ..	..	..	..
268	do. .. ..	..	..	..
269	do. .. ..	..	..	..
270	do. .. ..	..	..	..
273	do. Building and Yard ..	..	..	..
274	do. and Building .. ..	..	..	..
275	Pasture .. ..	..	..	..
277	do. .. ..	..	..	..
278	do. and Building .. ..	..	..	..
290A	Pasture .. ..	..	..	..
292	House, Buildings, Garden and Pasture ..	..	..	..
293	Pasture .. ..	..	..	..
294A	do. and Rough .. ..	..	..	..
295	Pasture .. ..	..	..	..
300A	do. .. ..	..	..	..
302A	do. and Rough .. ..	..	..	..
		A. 351	3	30

This Lot, excluding the Sporting, is let to MESSRS. T. NEWHOUSE & SON on a yearly tenancy, determinable 26th April by one year's notice, at **£140 0 0** per annum.

The Sporting is let to Mr. J. MORRILL at an apportioned rent of **£5 0 0** per annum.

10

LOT 6.*(Coloured Green on Plan.)***Healthy Sheep Run,**

No. 53 on Plan, situate North of Lot 5, and known as

"Mastiles,"

containing an area of about

105a. 0r. 3p.let, with other Lands, to MR. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£12 0 0** per annum.**LOT 7.***(Coloured Brown on Plan.)***The Valuable Accommodation Farm**

KNOWN AS

"Town Head Farm,"

forming an attractive Holding, situate adjoining the VILLAGE OF MALHAM, and embracing an area of about

26a. 3r. 15p.

as set out below.

THE FARMHOUSE, situate on rising ground and facing South, at the Northern end of the Village, contains:—ENTRANCE LOBBY, DINING ROOM, Large LIVING ROOM, SCULLERY, with Copper and Sink, DAIRY and 4 BEDROOMS.

THE HOME BUILDINGS comprise:—SHIPPON for 6, with LOFT over, and 3 LOOSE BOXES, with LOFT over part, and Lean-to CARTHOUSE; SHIPPON for 12 and TRAPHOUSE, with LOFT over whole, and Lean-to PIGSTY.

"HIGH BARN" BUILDINGS, in No. 168, comprise BARN and SHIPPON for 6, with LOFT over, and in the Yard are Large Slate Water Tank, Drinking Trough and Tap.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
PARISH OF MALHAM.				
104A	House, Garden, Buildings, &c. ..	..	..	.. 3 30
166A	Pasture .. ..	..	..	.. 5 3 3
168	do. and Building .. ..	..	..	.. 1 0 38
172	Pasture .. ..	..	..	.. 1 3 20
173	do. .. ..	..	..	.. 1 1 35
175	do. .. ..	..	..	.. 3 2 37
177	do. .. ..	..	..	.. 2 17
332	do. .. ..	..	..	.. 11 0 35
A. 26 3 15				

This Lot is let, with other Lands, to MR. T. COWGILL on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£50 0 0** per annum.

11

LOT 8.*(Coloured Pink on Plan.)***Accommodation Pasture & Grazing Lands,**

situate adjoining the celebrated "MALHAM COVE" and MALHAM BECK, and embracing an area of about

35a. 1r. 31p.

as set out below.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
PARISH OF MALHAM.				
329A	Rough Pasture, &c. .. ..	..	..	.. 7 2 4
330	Pasture .. ..	..	..	.. 3 17
333A	Rough Pasture, &c. .. ..	..	..	.. 27 0 10
A. 35 1 31				

This Lot is let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£10 0 0** per annum.**LOT 9.***(Coloured Pink on Plan.)***Attractive Well-built House,
With Garden and Buildings,**

Nos. 104B and 105A on Plan, situate near "HILL TOP," in the VILLAGE OF MALHAM, and embracing an area of about

1 Rood 8 PolesTHE DWELLING-HOUSE contains ENTRANCE PASSAGE and STAIRCASE, LIVING ROOM, DRAWING ROOM, PANTRY, SCULLERY and 5 BEDROOMS, and is let to MISS BROWN on a half-yearly tenancy, subject to six months' notice, at **£7 0 0** per annum, Tenant paying Rates.No. 105A embraces BARN, with PORCH, SHIPPON for 6 and LOFT over, and is let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£2 0 0** per annum.

LOT 10.

(Coloured Brown on Plan.)

Picturesque Cottage, Garden & Plantation,

Nos. 126B and 126C on Plan, situate in MALHAM VILLAGE, adjoining MALHAM BECK, and embracing an area of about

2 Roods 3 Poles

as set out below.

THE OLD-FASHIONED COTTAGE, known as "BECK HALL," contains SITTING ROOM, LIVING ROOM, WASHHOUSE, with Copper, Sink and Tap, PANTRY and 3 BEDROOMS, together with Lean-to COALHOUSE, GARDEN and PIGSTY, let to MR. ANDREW METCALF on a half-yearly tenancy, subject to six months' notice, at **£4 0 0** per annum, Tenant paying Rates.

THE PLANTATION, No. 126C, is in hand.

SCHEDULE.		Area.		
No. on Plan.	Description.	A.	R.	P.
PARISH OF MALHAM.				
126B	Cottage and Garden	-	-	33
126C	Plantation	-	1	10
		A.	2	3

LOT 11.

(Coloured Pink on Plan.)

Valuable House, Shop & Garden,

No. 118C on Plan, centrally situate in MALHAM VILLAGE, and containing an area of about

12 Poles.

THE HOUSE AND SHOP contain Tiled ENTRANCE LOBBY and STAIRCASE, SHOP and STORE, SITTING ROOM, KITCHEN, with Range, Oven and Boiler, Copper and Sink (h. and c.), LARDER and 5 BEDROOMS, together with COALHOUSE and W.C.

Water is laid on from the Cherries Farm Supply.

This Lot is let to MR. H. CLARK on a half-yearly tenancy, subject to six months' notice, at **£8 0 0** per annum, Tenant paying Rates and Water Rent.

OUTGOINGS:—

Water Rent (payable by Tenant) .. **£0 8 0** per annum.

LOT 12.

(Coloured Brown on Plan.)

COTTAGE & GARDEN,

No. 118B on Plan, pleasantly situate in the centre of the Village, adjoining MALHAM BECK, and containing an area of about

24 Poles.

THE COTTAGE, occupied by MR. GILBERT BROWN on a half-yearly tenancy, subject to six months' notice, contains ENTRANCE PASSAGE, 2 SITTING ROOMS, KITCHEN, with Range, Sink and Tap, STOREROOM and 4 BEDROOMS, together with OUTHOUSES. There is a good GARDEN, also occupied by Mr. Brown, and the 4 Woodhouses, Pigsty, &c., now let with Lots 15 and 16 are included in this Lot.

Water is laid on from the Cherries Farm Supply.

RENTAL:—		£	s.	d.
Mr. G. Brown	.. .. .	9	2	0
Mr. E. Bankes (apportioned for purposes of Sale)	.. .. .	-	4	0
Mr. R. Baines	do.	-	4	0
Miss Swinbank	do.	-	4	0
Mrs. Wiseman	do.	-	4	0
		£9	18	0

OUTGOINGS:—

Water Rent (payable by Tenant) .. **£0 10 0** per annum.

LOT 13.

(Coloured Pink on Plan.)

Accommodation Pasture Land & Buildings

Nos. 140 and 142B on Plan, situate in MALHAM VILLAGE, and embracing an area of about

2 Roods 27 Poles.

The Buildings in No. 142B, formerly occupied as two Cottages, are substantial, but have been unoccupied for a considerable period. Vacant Possession would be given on completion of purchase.

No. 140 is an Enclosure of excellent Pasture, adjoining No. 142B, and is let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£2 0 0** per annum.

14

LOT 14.*(Coloured Pink on Plan.)***Cottage, Garden & Buildings,**

Nos. 132A, 132B and 132C on Plan, situate in MALHAM VILLAGE, and embracing an area of about

16 Poles

as set out below.

THE COTTAGE, occupied by Mr. B. KEARBY on a half-yearly tenancy, subject to six months' notice, contains ENTRANCE LOBBY, Large LIVING ROOM, WASHHOUSE, with Copper and Sink, LARDER and 2 BEDROOMS.

Water is laid on from the Cherries Farm Supply.

Adjoining the Cottage is a BARN, in hand, and now used as Estate Store, whilst on the Southern side of the road are GARDEN and FUELHOUSE included in the letting to Mr. Kearby, with Lean-to SHED let to Mr. John Swinbank.

SCHEDULE AND RENTAL:—

	A.	R.	P.	£	s.	d.	
132A	Kearby, B.	..	-	-	12	3	5 0
							per annum, Tenant paying Rates and Water Rent.
132B	Swinbank, J.	..	-	-	1	-	1 0
							per annum.
132C	In Hand	..	-	-	3	2	0 0
							per annum (estimated).
A.				-	-	16	£5 6 0

OUTGOINGS:—

Water Rent (payable by Tenant) .. £0 8 0 per annum.

LOT 15.*(Coloured Yellow on Plan.)***Two Cottages and Gardens,**

No. 112D on Plan, situate in MALHAM VILLAGE, and containing an area of about

9 Poles.

THE SOUTHERNMOST COTTAGE, occupied by Miss SWINBANK on a half-yearly tenancy, subject to six months' notice, contains LIVING ROOM, SCULLERY, with Sink, and 2 BEDROOMS.

THE NORTHERNMOST COTTAGE, occupied by Mrs. WISEMAN on a half-yearly tenancy, subject to six months' notice, is partly used as Post Office, and contains LIVING ROOM, SITTING ROOM, Back KITCHEN, with Copper and Sink, LARDER and 3 BEDROOMS.

Water is laid on from the Cherries Farm Supply.

ANNUAL RENTAL:—

	£	s.	d.	
Swinbank, Miss (apportioned for purposes of Sale)	..	3	1	0
Wiseman, Mrs. do.	..	5	1	0
				£8 2 0

Tenants paying Rates and Water Rents.

OUTGOINGS:—

	£	s.	d.	£	s.	d.
Water Rents—Swinbank, Miss	..	-	10	0		
Wiseman, Mrs.	..	-	8	0		
						£18 0 0

per annum, payable by Tenants.

15

LOT 16.*(Coloured Green on Plan.)***Two Cottages and Gardens,**

No. 112C on Plan, situate in MALHAM VILLAGE, and containing an area of about

10 poles.

Each Cottage contains LIVING ROOM, SCULLERY, with Sink, and 2 BEDROOMS, together with Detached PIGSTY.

Water is laid on from the Cherries Farm Supply.

ANNUAL RENTAL:—

	£	s.	d.	
Bankes, Edward (apportioned for purposes of Sale)	..	3	14	0
Baines, Richard do.	..	3	14	0
				£7 8 0

Tenants paying Rates and Water Rents.

OUTGOINGS:—

Water Rents (10/- each Cottage) .. £1 0 0 per annum, payable by Tenants.

LOT 17.*(Coloured Green on Plan.)***Accommodation Pasture Lands,**

Nos. 28 and 33 on Plan, situate South-West of the Village, adjoining TRANLANDS BECK, and embracing an area of about

6a. 1r. 31p.

of excellent PASTURE, let, with other Lands, to Mr. T. COWGILL on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at £7 0 0 per annum.

LOT 18.*(Coloured Pink on Plan.)***Accommodation Pasture Land,**

No. 32 on Plan, in the PARISH OF KIRKBY MALHAM, adjoining "KIRKBY TOP" and the Main Road from MALHAM to BELL BUSK and HELLIFIELD, and including an excellent

BUILDING SITE,

whence beautiful views are obtained, and containing an area of about

18a. 2r. 28p.

of excellent PASTURE, let, with other Lands, to MR. R. HARRISON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£20 0 0** per annum.

LOT 19.*(Coloured Blue on Plan.)***Attractive Small Holding,**

situate North-West of the Village, and embracing an area of about

13a. 1r. 12p.

as set out below.

THE BUILDINGS, known as "FIELD BARNES," situate in No. 81, comprise BARN and SHIPPON for 22, with LOFTS over.

No. on Plan.		Description.		Area.	
				A.	R. P.
PARISH OF MALHAM.					
81	Pasture, Building and Yard	..	..	4	3 35
82	Pasture	..	..	1	0 30
185	do.	..	..	..	1 21
201	do.	..	..	6	3 6
				A. 13	1 12

This Lot is let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£20 0 0** per annum.

LOT 20.*(Coloured Green on Plan.)***Accommodation Land,**

PART ARABLE AND PART PASTURE,

No. 74 on Plan, situate West of Lot 19, and containing an area of about

15a. 3r. 16p.

of excellent ARABLE and PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£18 0 0** per annum.

LOT 21.*(Coloured Blue on Plan.)***Useful Pasture Fields,
Known as "LONGLANDS,"**

embracing an area of about

49a. 1r. 35p.

as set out below.

LONGLANDS BARN, situate in No. 62, comprises BARN and SHIPPON for 6, with LOFT over.

No. on Plan.		Description.	Area.	
			A. R. P.	A. R. P.
Tenants—MESSRS. SWINBANK.				
PARISHES OF MALHAM AND KIRBY MALHAM.				
1	Pasture	..	..	20 1 30
Tenant—MR. A. WIGGINS.				
PARISH OF MALHAM.				
62	Pasture and Building	..	5 2 33	
63	Pasture	..	3 2 32	
92	do.	..	19 2 20	
92A	do.	..	..	29 0 5
				A. 49 1 35

MESSRS. SWINBANK hold the above 20a. 1r. 30p., with other Lands, on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£12 0 0** per annum.

MR. A. WIGGINS holds the above 20a. 0r. 5p., with other Lands, on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£17 0 0** per annum.

LOT 22.*(Coloured Pink on Plan.)***Accommodation Pasture Land,**

No. 198 on Plan, situate West of the Village, and containing an area of about

4a. 1r. 18p.of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£5 0 0** per annum.**LOT 23.***(Coloured Green on Plan.)***Accommodation Pasture Land,**

No. 326 on Plan, situate near MALHAM COVE, and adjoining MALHAM BECK, and containing an area of about

3 roods 28 polesof excellent PASTURE, let, with other Lands, to Mr. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 10 0** per annum.**LOT 24.***(Coloured Yellow on Plan.)***Accommodation Pasture Lands,**

situate near MALHAM COVE, and adjoining MALHAM BECK, embracing an area of about

8a. 0r. 17p.

as set out below.

No. on Plan.	SCHEDULE.			Area.		
	Description.			A.	R.	P.
	PARISH OF MALHAM.					
207	Pasture	..	..	..	3	3 3
315	do.	..	..	..	2	0 38
316	do.	..	..	..	-	3 13
317	do.	..	..	..	1	1 3
				A.	8	0 17

This Lot is let, with other Lands, to Mr. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£11 10 0** per annum.**LOT 25.***(Coloured Green on Plan.)***Accommodation Pasture Lands,**

situate North of the Village, adjoining the Road to MALHAM TARN, and embracing an area of about

9a. 2r. 35p.of excellent PASTURE, as set out below, let, with other Lands, to Mr. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£3 0 0** per annum.

No. on Plan.	SCHEDULE.			Area.		
	Description.			A.	R.	P.
	PARISH OF MALHAM.					
307	Pasture	..	..	..	-	2 23
308	do.	..	..	..	5	1 16
310	do.	..	..	..	3	2 7
311	do. &c.	..	..	..	-	- 29
				A.	9	2 35

LOT 26.*(Coloured Green on Plan.)***Attractive Building Site
for Cottage or Bungalow.**

Nos. 206A and 206B on Plan, situate near MALHAM COVE, and adjoining MALHAM BECK, being the site of old Water Mill, and embracing an area of about

38 poles.

No. 206A is in hand, and No. 206B is let to Mr. JOHN WALKER on a tenancy terminating 29th September, 1922.

LOT 27.*(Coloured Pink on Plan.)***Accommodation Pasture Land,**

No. 161 on Plan, situate North of the Village, and containing an area of about

2a. 0r. 7p.

of excellent PASTURE, let, with other Lands, to MR. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 5 0** per annum.

LOT 28.*(Coloured Yellow on Plan.)***Accommodation Pasture Land,
Sheep Wash, &c.,**

situate in the Village, adjoining MALHAM BECK, and embracing an area of about

4a. 1r. 5p.

as set out below.

No. 158 is let, with other Lands, to MR. C. E. DIXON on a yearly tenancy determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£3 0 0** per annum.

No. 159A is let, with other Lands, to MR. A. WIGGINS on a yearly tenancy determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£0 10 0** per annum.

Nos. 126D and 159B are in hand.

SCHEDULE.

No. on Plan.	Description.	Area.		
		A.	R.	P.
PARISH OF MALHAM.				
Tenant—MR. C. E. DIXON.				
158	Pasture	3	1	0
Tenant—MR. A. WIGGINS.				
159A	Sheep Wash	..	..	14
<i>In Hand.</i>				
126D	Pasture and River	..	..	1 35
159B	River, &c.	..	..	1 36
		A.	4	1 5

LOT 29.*(Coloured Green on Plan.)***Accommodation Pasture Land,**

No. 98 on Plan, situate adjoining STRAIGHT LANE, and containing an area of about

4a. 3r. 35p.

of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£8 0 0** per annum.

LOT 30.*(Coloured Brown on Plan.)***Accommodation Pasture Land,**

No. 96 on Plan, situate adjoining BACK LANE, and containing an area of about

2a. 3r. 28p.

of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£6 0 0** per annum.

LOT 31.*(Coloured Blue on Plan.)***Accommodation Pasture Land,**

No. 88 on Plan, situate adjoining LONG LANE, and containing an area of about

1a. 3r. 26p.

of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£4 0 0** per annum.

LOT 32.*(Coloured Yellow on Plan.)***Accommodation Pasture Land,**

situate adjoining LONG LANE, and embracing an area of about

3a. 2r. 4p.

as set out below.

SCHEDULE.		Area.		
No. on Plan.	Description.	A.	R.	P.
PARISH OF MALHAM.				
86	Pasture	1	3	23
87	do.	1	0	4
89	do.	-	2	17
		A.	3	2
				4

This Lot is let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at £6 0 0 per annum.

LOT 33.*(Coloured Pink on Plan.)***Accommodation Pasture Land,**

Nos. 91 and 92 on Plan, situate West of the Village, and embracing an area of about

3a. 2r. 12p.

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at £5 0 0 per annum.

LOT 34.*(Coloured Yellow on Plan.)***Accommodation Pasture Land,**

No. 29 on Plan, situate adjoining MALHAM VILLAGE, bounded by good Roads, and containing an area of about

4a. 0r. 30p.

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at £8 0 0 per annum.

LOT 35.*(Coloured Green on Plan.)***ATTRACTIVE
SMALL HOLDING,**

EMBRACING

Two Valuable Accommodation Pasture Fields and Buildings

situate in the centre of MALHAM VILLAGE, and including

Desirable Building Sites,

embracing a total area of about

3a. 2r. 28p.

as set out below.

THE BUILDINGS in No. 118D comprise BARN, SHIPPON for 6, with LOFT over, and 3-Stall STABLE, with LOFT over.

SCHEDULE.		Area.		
No. on Plan.	Description.	A.	R.	P.
PARISH OF MALHAM.				
118D	Buildings and Yard	-	-	4
118E	Garden	-	-	9
119	Pasture	1	1	37
120	do.	2	0	18
		A.	3	2
				28

This Lot is let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at £10 0 0 per annum.

24

LOT 36.

(Coloured Blue on Plan.)

Accommodation Arable Land,

No. 93 on Plan, situate adjoining BACK LANE, containing an area of about

1a. 1r. 17p.

of good PRODUCTIVE ARABLE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 10 0** per annum.

LOT 37.

(Coloured Green on Plan.)

Accommodation Pasture Land,

No. 95 on Plan, situate adjoining BACK LANE, and containing an area of about

2a. 2r. 0p.

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£4 0 0** per annum.

LOT 38.

(Coloured Blue on Plan.)

Accommodation Pasture Land,

No. 108 on Plan, adjoining the VILLAGE STREET, and containing an area of about

2 roods 6 poles

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 0 0** per annum.

25

LOT 39.

(Coloured Pink on Plan.)

Accommodation Pasture Land,

No. 110 on Plan, situate in the centre of the Village, with excellent frontage to the Street, and containing an area of about

3 roods 29 poles

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 10 0** per annum.

LOT 40.

(Coloured Yellow on Plan.)

Accommodation Pasture Land,

No. 111 on Plan, situate in the centre of the Village, with frontages to the VILLAGE STREET and BACK LANE, and containing an area of about

1a. 0r. 32p.

of excellent PASTURE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£2 0 0** per annum.

LOT 41.

(Coloured Yellow on Plan.)

Accommodation Pasture Lands,

Nos. 128 and 131 on Plan, adjoining FINKLE STREET, and embracing an area of about

3 roods 13 poles

of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£3 0 0** per annum.

26

LOT 42.

(Coloured Pink on Plan.)

Accommodation Pasture & Building,

No. 134 on Plan, adjoining the Road to MALHAM TARN, and containing an area of about

1a. 0r. 0p.

of excellent PASTURE, together with the BUILDING (formerly School), now used as Stable, let, with other Lands, to MR. C. E. DIXON on a yearly tenancy determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 0 0** per annum.

LOT 43.

(Coloured Pink on Plan.)

Accommodation Pasture Land,

No. 154 on Plan, adjoining the Road to MALHAM TARN, and containing an area of about

1a. 2r. 25p.

of excellent PASTURE, let, with other Lands, to MR. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 0 0** per annum.

LOT 44.

(Coloured Green on Plan.)

Accommodation Pasture Land,

No. 151 on Plan, adjoining the Road to MALHAM TARN, and containing an area of about

1 rood 17 poles

of excellent PASTURE, let, with other Lands, to MR. R. HARRISON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£1 0 0** per annum.

27

LOT 45.

(Coloured Blue on Plan.)

Accommodation Pasture Land,

No. 135 on Plan, adjoining the Road to MALHAM TARN, and containing an area of about

2 roods 24 poles

of excellent PASTURE, let, with other Lands, to MR. C. E. DIXON on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£0 15 0** per annum.

LOT 46.

(Coloured Green on Plan.)

Accommodation Pasture Land,

No. 136 on Plan, adjoining the Road to MALHAM TARN, and containing an area of about

1a. 0r. 12p.

of excellent PASTURE, let, with other Lands, to MESSRS. SWINBANK on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£2 0 0** per annum.

LOT 47.

(Coloured Pink on Plan.)

Carpenter's and Joiner's Shop,

No. 126A on Plan, situate in MALHAM, adjoining the VILLAGE STREET, let to MR. H. CLARK on a half-yearly tenancy, subject to six months' notice, at **£2 0 0** per annum.

LOT 48.*(Coloured Blue on Plan.)***Attractive Small Holding,**

No. 112E on Plan, situate in the centre of the Village, adjoining the Main Street, and containing an area of about

1 rood 32 poles

THE BUILDINGS comprise BARN, SHIPPON for 6, with LOFT over, SHIPPON for 4 and LOOSE BOX, with LOFT over, TRAPHOUSE and 3-Stall STABLE, with LOFT over.

This Lot is let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£3 0 0** per annum.

LOT 49.*(Coloured Blue on Plan.)***Reading Room & Buildings,**

Nos. 112A and 112B on Plan, situate in the centre of the Village, and embracing an area of about

3 poles

THE READING ROOM, No. 112A, contains 1 Room on the Ground Floor and 1 Upstairs Room, and is let to the Reading Room Committee on a half-yearly tenancy, terminable 12th May or 12th November by six months' notice, at **£1 0 0** per annum.

THE BUILDINGS, No. 112B, comprise LOOSE BOX and 2-Stall STABLE and LOFT over, approached by Outside Stone Stairs, and TRAPHOUSE, let, with other Lands, to MR. A. WIGGINS on a yearly tenancy, determinable 26th April by one year's notice, and the Rent thereof has been apportioned for purposes of Sale at **£2 0 0** per annum.

LOT 50.*(Coloured Blue on Plan.)***Garden and Shrubbery,**

No. 118F on Plan, containing an area of about

3 poles

let to MESSRS. BOLLAND and JACKSON at an acknowledgment Rent of **1/-** per annum.

SUMMARY.

No. of Lot.	Description.	Area.		
		A.	R.	P.
1	The Listers Arms Hotel and Land	2	2	6
2	The Buck Hotel, Cottages and Land	4	2	16
3	Friar Garth Farm	119	3	26
4	The Cherries Farm	303	3	34
5	Gordale Farm	351	3	30
6	Sheep Run	105	0	3
7	Town Head Farm	26	3	15
8	Pasture and Grazing Lands	35	1	31
9	House, Garden and Buildings	-	1	8
10	Cottage, Garden and Plantation	-	2	3
11	House, Shop and Garden	-	-	12
12	Cottage and Garden	-	-	24
13	Pasture Land and Buildings	-	2	27
14	Cottage, Garden and Buildings	-	-	16
15	Two Cottages and Gardens	-	-	9
16	do.	-	-	10
17	Accommodation Pasture Land	6	1	31
18	do.	18	2	28
19	Small Holding	13	1	12
20	Accommodation Land	15	3	16
21	Pasture Lands	49	1	35
22	Accommodation Pasture Land	4	1	18
23	do.	-	3	28
24	do.	8	0	17
25	do.	9	2	35
26	Building Site	-	-	38
27	Accommodation Pasture Land	2	0	7
28	do.	4	1	5
29	do.	4	3	35
30	do.	2	3	28
31	do.	1	3	26
32	do.	3	2	4
33	do.	3	2	12
34	do.	4	0	30
35	Small Holding	3	2	28
36	Accommodation Arable Land	1	1	17
37	Accommodation Pasture Land	2	2	0
38	do.	-	2	6
39	do.	-	3	29
40	do.	1	0	32
41	do.	-	3	13
42	do.	1	0	0
43	do.	1	2	25
44	do.	-	1	17
45	do.	-	2	24
46	do.	1	0	12
47	Carpenter's and Joiner's Shop	-	-	1
48	Small Holding	-	1	32
49	Reading Room and Buildings	-	-	3
50	Garden	-	-	3
		A. 1122	3	37

Conditions of Sale.

1.—The highest bidder for any Lot shall be the Purchaser of such Lot and if any dispute arise between two or more bidders the Lot in dispute shall be put up again at the last undisputed bidding. No person shall advance at each bidding less than the sum which shall be fixed by the Auctioneer at the time of Sale and no bidding shall be retracted. The Vendor reserves the right to offer the Property in the first instance in one Lot or in the several Lots specified in the Particulars or in such other Lots as may be determined at the Sale or to consolidate or sub-divide any Lot or Lots and to re-arrange the Lots or to withdraw any Lot or Lots from Sale. The sale of each Lot will be subject to a reserve price and to a right for the Vendor or his Agents to bid.

2.—The Purchaser of each Lot shall immediately after the Sale pay to the Auctioneers a deposit of £10 per cent. on the amount of his purchase money and sign an agreement in the form subjoined to complete the purchase according to these Conditions and shall pay the remainder of his purchase money to the Vendor or as he shall direct on the 26th day of October 1922 at the Offices of Messrs. Ashurst Morris Crisp & Co. of No. 17 Throgmorton Avenue London E.C.2 the Vendor's Solicitors at which time and place the purchase shall be completed. If from any cause whatever other than the willful default of the Vendor the purchase of any Lot shall not be completed on that day the Purchaser thereof shall pay to the Vendor interest after the rate of 5% per annum on the remainder of his purchase money from that day until the completion of the purchase or the Vendor shall have the option of taking the rents and profits less outgoing apportioned up to the actual day of completion in lieu of interest as aforesaid and the Purchaser shall not be entitled to any compensation for the Vendor's delay or otherwise but this stipulation is without prejudice to the Vendor's rights under any other of these Conditions. The Purchaser of each Lot shall be entitled to possession or the receipt of the rents and profits of such Lot from the said 26th day of October 1922 all outgoing up to that day being discharged by the Vendor. Current rents and outgoing shall be apportioned for the purposes of this Condition and any money payable by or to the Purchaser on such apportionment shall be paid with or deducted from the purchase money at the time of completion.

3.—The respective Purchasers shall be satisfied with the arrangements made by the Particulars for the apportionment of the rents payable by the tenants in the case of Properties held by one tenant being separated into two or more Lots or parts of Lots and shall not require the consent of the tenants to such apportionment or make any requisition or objection in respect thereof. No Purchaser shall require any other evidence than any land tax or title rent charge has been redeemed or that any Lot is free from land tax or title rent charge than such (if any) as may be in the Vendor's possession.

4.—The Property now offered for Sale was as to a large part thereof held by the late Mr. Walter Morrison for over 60 years as tenant for life under the Will of his Father Mr. James Morrison who died in 1857 and the remainder was acquired by him from time to time and belonged to him absolutely. The Title as to such parts of the Property as belonged to Mr. Walter Morrison absolutely shall commence as follows viz. :—As to Lots 6, 12, 14, 15, 16, 17, 18, 25, 27, 32, 34, 36, 40, 42, 43, 44, 45, 48 and 49 and parts of Lots 2, 3, 4, 5, 7, 21, 28, 33 and 35 with a Conveyance on sale to Mr. Walter Morrison dated the 12th June 1866. As to another part of Lot 2 with a Conveyance on sale to Mr. Walter Morrison dated the 16th December 1865. As to another part of Lot 4 with a Conveyance on sale to Mr. Walter Morrison dated the 19th August 1885. As to a part of Lot 20 with an Order of Exchange of the Inclosure Commissioners for England and Wales dated the 5th November 1868 and the Vendor shall not be required to produce any evidence of the Title of the persons from whom the land was taken in exchange anterior to the said Order of Exchange nor to deduce the Title to the land given in exchange but such exchange shall be assumed to have been in all respects valid. As to the remainder of Lot 21 and Lot 22 with a Conveyance on Sale to Mr. Walter Morrison dated the 17th July 1872. The Property of which Mr. Walter Morrison was tenant for life as aforesaid (hereinafter called "the settled property") was settled by the Will of Mr. James Morrison to the use of Mr. Walter Morrison for life with remainder in the event which happened of his dying without issue to the use of his brother the late Mr. Charles Morrison in tail. In the year 1897 Mr. Charles Morrison disentailed to the use of himself in fee simple and by a Voluntary Deed dated the 2nd day of July 1897 conveyed the settled property to the Vendor in fee simple subject to Mr. Walter Morrison's life estate and the contingent interests of his issue. It shall be assumed that the whole of the Property now offered for sale except such parts thereof as were acquired by Mr. Walter Morrison under one or other of the Conveyances in this Condition already mentioned or under the said Order of Exchange and except also Lot 50 passed under the said Voluntary Deed and every Purchaser of any part of the Property now offered for sale except as aforesaid shall accept the said Voluntary Deed as a sufficient root of title to the Property purchased by him and shall assume without investigation or inquiry that such Deed was and still is valid and effectual in all respects and that the recitals therein contained of the earlier Title are correct. No Purchaser shall require the production of or investigate or make any requisition or objection in respect of the Title to any part of the Property purchased by him prior to the document which is by this Condition made the root of Title thereto whether the same shall appear to be in the Vendor's possession or power or not. Where any Lot is included in two or more of the above Titles the Vendor shall not be required to distinguish the boundaries between the portions of such Lot comprised in the said Conveyances on Sale and Order of Exchange respectively and the portion comprised in the said Voluntary Deed but the Purchaser of such Lot shall assume that any portion not included in one or other of the said Conveyances on Sale or in the said Order of Exchange was included and passed by the said Voluntary Deed.

5.—Lot 50 was formerly waste of the Manor and was enclosed some years ago by Mr. Walter Morrison who was Lord of the Manor. The Vendor will convey to the Purchaser of that Lot all the interest which he has in the land so enclosed and the Purchaser shall make no objection or requisition in respect thereof.

6. (a) Water is supplied to Lot 5 (Gordale Farm) by and through a line of pipes shown on the Plan annexed to the Particulars from a well or spring situate on Lot 4 (Cherries Farm) in the enclosure numbered 272. Lot 5 is sold and will be conveyed with the benefit in perpetuity of an easement or right to take without payment and use water to the same extent as heretofore from the said well or spring by and through the said line of pipes and to enter on Lot 4 for the purpose of inspecting, repairing, cleansing or renewing the said pipes or the said well and to do all acts or things incidental to the enjoyment of the said easements or rights and Lot 4 is sold and will be conveyed subject to all such easements and rights.

(b) Water has also heretofore been supplied through the line of pipes and branch lines of pipes shown dotted black on the said Plan from a well or spring situate on Lot 4 in the enclosure numbered 232 to Lots 1, 2, 3, 11, 12, 14, 15 and 16 and also to various Properties in the village of Malham not belonging to the Vendor. The said last mentioned line of pipes or some branch thereof as appears by the said Plan passes through Lot 3 and some other Lots and also through the land of another owner and under the public roadway. Lots 1, 2, 3, 11, 12, 14, 15 and 16 are sold and will be conveyed with the benefit in perpetuity (so far as the Vendor can grant such benefit but no further and not so as to imply any guarantee on the part of the Vendor of the continuance of the supply) of an easement or right to take (subject to the payment to the owner or owners for the time being of Lot 4 of the water rents respectively mentioned in the Particulars) and use water to the same extent as heretofore from the last mentioned well or spring by and through the said last mentioned line of pipes or some branch thereof and to enter upon Lots 3 and 4 and any other Lot traversed by the same line of pipes or any branch thereof for the purpose of inspecting, repairing, cleansing or renewing the said pipes or branch or the said well and to do all acts and things incidental to the enjoyment of the said easements or rights and Lots 3 and 4 and any other Lot so traversed are sold and will be conveyed subject to the said easements.

(c) The Purchaser of Lot 4 shall buy subject to and with the benefit of all agreements whether verbal or in writing entered into by the late Mr. Walter Morrison for the supply of water from the last mentioned well or spring to Properties not belonging to the Vendor and will be entitled to the water rents payable under the said Agreements and for the purpose of supplying water as heretofore to any such Property such Purchaser shall have the right at all times hereafter to enter upon Lot 3 or any other Lot traversed by the said line of pipes or any branch thereof and to inspect, repair, cleanse or renew the said pipes and do any other acts and things incidental thereto and the Purchaser of Lot 4 shall in his Conveyance covenant to indemnify the Vendor and the estate of Mr. Walter Morrison against all liability as from the date of the said Sale under the said Agreements or any of them.

(d) If any rights-of-way or other rights in the nature of easements had heretofore been enjoyed by the tenant or occupier of any Lot over or in respect of any other Lot though not amounting to legal easements by reason of the common ownership of the Vendor or his predecessor in title such rights or quasi-easements shall henceforth be enjoyed by the Purchaser of the dominant Lot in the same way as if the same had been legal easements appurtenant to the dominant Lot and each servient Lot shall be sold and will be conveyed subject thereto.

(e) If any Lot mentioned in this Condition shall not be sold at this Sale the Vendor his heirs and assigns owner or owners of such Lot shall have the same rights and be subject to the same liabilities in respect of the easements quasi-easements and rights mentioned in this Condition as the Purchaser of such Lot would have had or been subject to if it had been sold.

(f) Such provisions shall be inserted in the Conveyances of the Lots affected by this Condition for the purpose of giving effect thereto as the Vendor's Solicitors shall reasonably require.

7.—No Purchaser shall require any of the death duties which are or may be charged upon the Property hereby offered for sale and are not yet paid to be discharged before completion but shall accept the written undertaking of the Vendor to discharge the same in due course.

8.—As the Property all of which is believed and shall be assumed to be of freehold tenure forms part of large family estates it is stipulated that with respect to any Lot which shall fetch less than £250 the Purchaser shall be satisfied with a Conveyance from the Vendor without requiring any title or evidence of title whatever to be shown.

9.—No Purchaser shall require any other evidence of the identity of the present description of the Lot purchased by him as described in the Particulars with any former description in the abstracted documents beyond such evidence (if any) as may be afforded by the muniments themselves nor shall the Vendor be required to reconcile differing descriptions or to furnish any other evidence of identity than a Statutory Declaration which will be furnished to the Purchaser requiring it at his own expense that the Property has been held consistently with the Title shown by the Abstract during the last 20 Years and upwards.

10.—The several Lots are sold and shall (if and so far as the Vendor shall require) be conveyed subject to all chief quit and other rents and outgoing and to all incidents of tenure the existing tenancies and the rights and claims of tenants by contract statute custom of the country or otherwise and to all easements quasi-easements agreements for the supply of water and other rights (if any) affecting the same. The counterparts or copies of the leases or written agreements (if any) with the tenants and the agreements for the supply of water or copies thereof will be produced at the time of the Sale and may be inspected at the Offices of the Vendor's Solicitors during ordinary business hours within seven days previously and the respective Purchasers (whether availing themselves of such opportunity of inspection or not) shall be deemed to have full notice of the contents thereof notwithstanding any partial or incomplete statement of such contents or of the terms of the tenancies or agreements in the Particulars or these Conditions or any inaccuracy in such statement. In any case in which the Vendor has no counterpart of the lease or agreement or there is no written agreement the Purchaser shall be satisfied with such evidence of the terms of the tenancy or agreement as the Vendor may be able to produce.

11.—The respective descriptions of the various Lots are believed and shall be deemed to be correct and no objection shall be made or compensation claimed on account of difference of tenure or any error of description as to quantity or measurements or otherwise should any such be found. The plan and the description in the Particulars are intended and shall be taken merely as assisting and explaining the description in the muniments and not as in any way governing controlling restricting or enlarging the same in the event of any variance or discrepancy between the said plan and Particulars and the said description in the muniments.

12.—All objections and requisitions in respect of the title or the Abstract Particulars or Plan or anything appearing therein shall be stated in writing and sent to the Vendor's Solicitors within 14 days from the receipt of the Abstract and for the purpose of any objection or requisition the Abstract shall be deemed perfect if it supplies the information suggesting the same although otherwise defective. Any objection or requisition not stated and sent within the time aforesaid shall be considered waived and the Vendor's answer to any objection or requisition shall be considered satisfactory if not replied to in writing within four days from the receipt thereof and in these respects time shall be deemed of the essence of the contract. If any Purchaser shall make any objection or requisition in respect of any of the matters aforesaid or as to the Conveyance which the Vendor shall be unable or unwilling to remove or comply with and shall not withdraw the same within seven days after being required so to do in writing the Vendor shall be at liberty (notwithstanding any intermediate negotiation or litigation on the subject of such objection or requisition or attempts to remove or comply with the same) by notice in writing to such Purchaser to rescind the sale to him in which case such Purchaser shall receive back the deposit and shall return to the Vendor the Abstract of Title and any other papers in his possession belonging to the Vendor but he shall have no claim for interest or costs or otherwise.

13.—Upon payment of the residue of the purchase money at the time and place aforesaid the Vendor and all other necessary parties (if any) shall execute to each Purchaser a proper assurance of the Lot or Lots purchased by him such assurance to be prepared by and at the expense of the Purchaser and the engrossment thereof to be left by him for execution at the Office aforesaid not less than 14 days before the said 26th day of October 1922 and the getting in of all outstanding estates terms and interests (if any) and the enlargement of any long term into a fee simple shall be at the expense of the Purchaser requiring the same. No Purchaser of more than one Lot shall be entitled to more than one Abstract or more than one Conveyance except on paying the Vendor's Solicitors' costs therefor.

14.—Documents of Title which do not relate to one Lot only or to two or more Lots purchased by the same Purchaser will be retained by the Vendor who will give the usual statutory acknowledgment and undertaking in respect of documents retained by him to each Purchaser so far as they relate to any Property purchased by such Purchaser.

15.—No Purchaser shall be entitled to delay completion on the ground that neither the Contract for Sale nor the Conveyance of the Property is stamped with the "Particulars Delivered" Denoting Stamp but he shall be entitled in that case on completion to production and delivery of the official form of acknowledgment issued by the Office of Inland Revenue.

Lastly.—If the Purchaser of any Lot shall fail to comply with these Conditions his deposit money shall be forfeited to the Vendor who shall be at liberty (without being obliged to tender a Conveyance) to re-sell that Lot either by public auction or private contract and the deficiency (if any) arising on the re-sale and all expenses attending a re-sale or attempted re-sale shall be made good and paid by the defaulter at this present Sale as liquidated damages and any increase of price on such re-sale shall belong to the Vendor.