

MALHAMDALE CHARITY

(1) Charity Commissioners Malham & Killy Malham School.

## Charity Commission.

---

In the Matter of *the Charity*  
*called Kirkby in Malhamdale*  
*United School in the Parish*  
*of Kirkby in Malhamdale*  
*in the County of York.*

---

THE Board of Charity Commissioners for England and Wales being satisfied by the representation of the Trustees of the above-mentioned Charity, and by a report from Mr. *John Hartley* of *Clapham near Lancaster* Land Surveyor, that it will be advantageous to the said Charity that the sale of the *property* belonging thereto and described in the Schedule hereunder written should be effected upon the terms hereinafter mentioned, Do upon the application of the said Trustees hereby authorize them within six calendar months from the date of this Order to sell the said *property* for not less than *Fifty Pounds* sterling, subject to the condition that all the costs, charges and expenses attending or incidental to the said sale, including the deduction and verification of any title which the purchaser may require to be shewn to the premises, shall be paid and defrayed by such purchaser, and also to do and execute all proper acts and assurances for carrying the said sale into effect, and to give a conclusive discharge to the purchaser for the said purchase money. And the said Board do further authorize and direct the Official Trustee of Charity Lands in whom the legal estate in the said *property* is vested for the use of the said Charity, to concur in the conveyance thereof to the purchaser if he shall require such concurrence.

And the said Board do further direct, that the said purchase money when received by the said Trustees, shall be immediately paid or remitted by them to the Banking account of "The Official Trustees of Charitable Funds," at the Bank of England, by whom the same shall be forthwith invested in the purchase, in their name, of Consolidated £3 per Cent. Annuities, to be held by

them in trust for the said Charity, subject to the further order or direction of the said Board; and that the dividends to accrue due in respect of the said annuities shall be paid or remitted by the said Official Trustees unto the Acting Trustees for the time being of the said Charity, or as they shall direct, with the intent that the same may be applied by them to the purposes of the said Charity.

The Schedule above referred to.

Part of a Close called Rawrigg's or  
otherwise Rawrigg's or Kirkby Fields -  
Meadow containing 2 roods or thereabouts  
situate in the Township of Malham in  
the Parish of Kirkby in Malhamdale  
in the West Riding of the County of York

Sealed by Order of the Board  
this eighteenth day of November  
One thousand eight hundred  
and seventy three

*Henry H. Vane*  
Secretary

Kirkby Malham,  
Nov. 14, 1873.

Dear Sir,

I have made two un-  
successful journeys to settle to  
see you, the last yesterday  
afternoon, and now, I think,  
must try to do my business  
by letter.

Will you please see the  
necessary documents prepared  
on behalf of Mr. Morrison, for  
accomplishing the following  
business: - The Governors of  
Kirkby in Maltondale United

If he does, I should be glad to  
be allowed to make a suggestion  
as to who shall be the next tenant.  
The fact is, there are numerous  
juveniles in any house, who  
consume a quantity of milk  
which is not easy to get;  
and we should like to stipulate  
with the next tenant that he  
should supply us with milk,  
as water does. But this could  
only be done in case the tenant  
lived at Kirkby.

I am

Yours faithfully,

J. C. Denby

C. D. Chelmsworth, Esq.

(over)

P.S. I enclose a letter from  
the Charity Commission which  
will help you to understand  
what is to be done with the  
land. Please return it  
by and bye, at any time.

Kirkby Malham,

Nov. 21, 1875

Dear Sir,

The name of the Charities  
is "The Kirkby in Malhamdale United  
Schools." The Governors are -  
Walter Morrison, M. P., Malham Tarn,  
Thomas Clark Kenley, Vicar of Kirkby Malham,  
John Bonny Dewhurst, Merchant, Skipton,  
Thomas Preston, Yeoman, Scothrop,  
Anthony Taylor, gentleman, Airtou,  
Edward Taylor, Yeoman, Airtou, and  
William Anderson, farmer, Barlith.

The date of the scheme vesting the  
property in the Official Trustee  
of Charity Land is Aug. 9, 1872.

The order authorizing the sale  
we have not yet received.

The new buildings are not yet  
finished, and may not be for  
a couple of months longer.

Mr. Morrison is probably at  
home again now. I shall  
be seeing him in the course of  
a day or two, and will tell  
him of your suggestion to  
delay doing anything until  
the whole transaction can be  
completed.

Yours truly,  
J. C. Henley

C. W. Charleworth, Esq.



*13<sup>th</sup> Decr 1831*  
*Act of Sales on those days*

*For Use -*

In Chancery.

CHAMBERLAIN v. CHAMBERLAIN.

---

---

**Particulars**

**AND CONDITIONS OF SALE**

OF CERTAIN

**FREEHOLD ESTATES,**

SITUATE IN THE PARISHES OF

*Skipton, Carleton, Giggleswick, and Kirkby*  
*Malham,*

IN THE

**West Riding of the County of York,**

*Late the Property of THOMAS CHAMBERLAIN, of Halton,*  
*in the said County, Esquire, deceased.*

DYNELEY, COVERDALE, & LEE.

# In Chancery.

BETWEEN  
RICHARD DYNELEY CHAMBERLAIN, an Infant, by JOHN  
DYNELEY, Esquire, his next Friend ..... Plaintiff.  
AND  
MARGARET CHAMBERLAIN and OTHERS ..... Defendants.

---

## Particulars and Conditions of Sale

OF CERTAIN

# FREEHOLD ESTATES,

*Late the Property of THOMAS CHAMBERLAIN, formerly of HALTON EAST,  
In the County of York, Esquire, deceased,*

SITUATE IN THE SEVERAL PARISHES

*Of Skipton, Carleton, Giggleswick, and Kirkby Malham,*

In the WEST RIDING of the said County of YORK;

**Which will be Sold,**

IN NINETEEN LOTS,

*(Pursuant to an Order of the High Court of Chancery made in the above Cause, bearing date the 22d day  
of July, 1831.)*

With the Approbation of JAMES TROWER, Esq. one of the Masters of the said Court,

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12,

At the DEVONSHIRE HOTEL, at SKIPTON aforesaid,

*On SATURDAY the 1st day of OCTOBER next,*

And Lots 13, 14, 15, 16, 17, 18, and 19,

At the SPREAD EAGLE INN, in SETTLE, in the said County,

*On MONDAY the 3d day of OCTOBER next.*

The Sales to begin at THREE O'CLOCK IN THE AFTERNOON of each of those Days precisely.

---

Particulars and Conditions of Sale may be had (gratis) at the Chambers of the said Master, in Southampton Buildings, Chancery Lane, London; at the Devonshire Hotel, Skipton; and the Spread Eagle Inn, Settle; of Messrs. DYNELEY, COVERDALE, and LEE, Solicitors, Field Court, Gray's Inn, London; Messrs. HARTLEY and DUDGEON, Solicitors, Settle; and of Mr. BEVERLEY, Solicitor, Verulam Buildings, Gray's Inn, London.—The Premises will be shewn by the Tenants; and any further information may be obtained of THOMAS COCKSHOT, Esquire, Skipton; or of the said Messrs. HARTLEY and DUDGEON, at whose Office Plans of the Estates may be seen.

## Particulars of the Estates.



### LOT 1.

ALL that Stone-built MANSION HOUSE, late the residence of the said Thomas Chamberlain, situate at *Halton East*, in the parish of and about 4 miles from the town of *Skipton*, in the county of York; consisting of a Dining-room and small Room thereto adjoining, Drawing-room and Breakfast-room, Servants'-hall, Store-room, Cellars, Pantry, Kitchen, and other convenient Appurtenances for Servants on the Ground Floor; and five Bed-rooms and Dressing-room, and four Servants Rooms above Stairs; together with the Barns, Stable, Coach-house, and other Out-buildings, Yards, Gardens, Plantations, and Pleasure-grounds, and the several Closes, Inclosures, and parcels of Grazing and Meadow Land, (now in the occupation of Mr. T. DAVIS, as tenant from year to year,) called by the several names and containing in statute measure the several quantities following: (that is to say)

	A.	R.	P.
Mansion House and Conveniences .....	0	1	10
Gardens and Pleasure Grounds .....	0	2	30
<i>Bull House and Yard</i> .....	0	0	17
House and Yard .....	0	0	37
Plantation .....	0	1	0
Green Croft .....	0	3	11
Plantation .....	0	0	37
Dog Kennel .....	0	0	8
Butter Field .....	4	2	17
Middle Piece .....	3	1	6
Snowden .....	4	2	27
Oldbur .....	5	2	16
High Pasture .....	15	1	2
Plantation in Ditto .....	1	1	11
Ditto in Boocock Croft .....	0	0	16
Boocock Croft .....	0	0	20
Phillip Croft .....	0	1	17
Plantation in Ditto .....	0	0	17
Lee Close .....	1	3	37
Thornwood .....	29	1	3
Plantation in Ditto .....	2	2	10
<i>Lamb Gill Head or Hill</i> .....	1	3	5
Wood in Ditto .....	0	2	6
Furshotts .....	16	1	26
Alderstones .....	3	0	31
Far Garth .....	0	1	14
	A. 94	0	31

*W. Alcock*  
5800 £

Together with the Interest of the Vendors in one half of the Pew, No. 2, in the parish Church of Skipton.

### LOT 2.

All that ancient MESSUAGE, MANSION, or DWELLING-HOUSE, situate at *Halton* aforesaid, called *Halton Hall*, with the Barns, Stables, and Appurtenances to the same belonging, and the several Closes, Inclosures, and parcels of Land, called by the several names and containing in statute measure the several quantities herein-after mentioned: (that is to say)

5800-

	A.	R.	P.
The Site of the Old Mansion House and Appurtenances .....	0	1	0
Barn and Croft, one half.....	0	0	24
Kendal Croft .....	2	2	0
House and Garden .....	0	0	16
Plantation .....	0	0	6
Bean Croft, 3 Cottages, and Croft before Ditto.....	5	2	9
Plantation .....	0	1	6
Barn and Yard .....	0	0	11
Holme and Small Croft .....	5	2	10
Plantation in Croft.....	0	0	32
Plantation in Holme.....	0	2	16
	0	1	2
	0	0	38
Waitbur .....	5	2	8
Lane .....	0	1	20
Waitbur Ing .....	0	3	0
Little Angry Bottom .....	3	3	8
Great Ditto .....	7	2	20
Plantation Ditto .....	0	0	20
Sam Cass.....	7	0	5
Hull } .....	1	3	24
White Flat } .....			
West Gait Field .....	3	1	10
Low Green .....	5	2	0
Middle Green .....	7	3	24
High Green.....	5	1	8
	A.	64	3 37

Mr. Abcock  
4000/-

4000-

All which said last-mentioned Hereditaments and Premises are now in the several occupations of the said THOMAS DAVIS, THOMAS PHILLIPS, WILLIAM PHILLIPS, WILLIAM INMAN, WILLIAM BINNS, and DENNIS HOLGATE, as Yearly Tenants.

LOT 3.

All that Freehold Close, Inclosure, and parcel of LAND, situate in the parish of Carleton, in the said county of York, called Hollins pasture, containing with the Appurtenances by admeasurement, in statute measure, 3A. 1R. 36P. or thereabouts, in the occupation of HENRY PINKNEY, as a yearly tenant.

360-

Mr. Skingley 360/-

LOT 4.

All that Freehold Close, Inclosure, and parcel of LAND, situate in the parish of Carleton aforesaid, called Mitchell pasture, containing by admeasurement, in statute measure, 8A. 0R. 24P. or thereabouts, in the occupation of the said HENRY PINCKNEY, as a yearly tenant.

330.

Mr. Skingley 330/-

LOT 5.

All those Two capital FREEHOLD MESSUAGES or MANSION HOUSES, with the Barns, Stables, Out-houses, Yard, and Appurtenances to the same belonging, situate in Swadforth, in the town of Skipton, in the said county, in the several occupations of THOMAS COCKSHOTT, Esquire, Mr. MARSDEN, Surgeon, and ROBINSON LOCKWOOD, as yearly tenants; together with the interest of the Vendors in a Pew in the old Gallery of the parish Church of Skipton, in half of the Pew No. 3, and in half of the Pew No. 7...

1450-

Mr. Retherwood

LOT 6.

All that Freehold Close, Inclosure, and parcel of GROUND, suitable for Buildings, situate near and adjoining the town of Skipton aforesaid, with the Barn, Yard, and Appurtenances to the same belonging, called the Mill Field, containing by admeasurement, in statute measure, 2A. 2R. 32P. or thereabouts, be the same more or less, now in the occupation of ISAAC DEWHURST, as a yearly tenant.

140-

Mr. Tho. Overyton

**LOT 7.**

£ 210  
All that Freehold Close, Inclosure, and parcel of GROUND, suitable for Buildings, situate near and adjoining the town of *Skipton* aforesaid, called the Higher Mill Field, containing by admeasurement, in statute measure, 1A. 3R. 19P. or thereabouts, now in the occupation of the said ISAAC DEWHURST, as a yearly tenant.

Wetherwood 210.

**LOT 8.**

£ 1000.  
All those Two Freehold Closes, Inclosures, and parcels of Meadow and Pasture LAND, with the Barn thereon, situate near the town of *Skipton* aforesaid, called Gouldays and Crake Moor, containing together in statute measure, 10A. OR. 24P. be the same more or less, now in the occupation of THOMAS COCKSHOT, Esquire, as a yearly tenant.

£ 1000 Mr. Tho. Helliſ for Mr. Aleock.

**LOT 9.**

£ 1000.  
All those several Freehold Closes, Inclosures, or parcels of Meadow or Pasture LAND, situate near the town of *Skipton* aforesaid, called the Ings and Crooks, containing together in statute measure, 15A. and 25P. be the same more or less, exclusive of about three acres now occupied therewith, the property of the Earl of Thanet, now in the occupation of JONATHAN and RICHARD MASON, as yearly tenants.

£ 1000 Mr. Helliſ for Lord Thanet.

**LOT 10.**

£ 700.  
All that Freehold Messuage, Dwelling-house, and Shop, situate in the Market Place in *Skipton* aforesaid, with all those Four Messuages, Cottages, Tenements, or Dwelling-houses situate behind the same, now or late in the several occupations of Mr. John Merryweather, Mr. J. A. Dixon, Squire Townend, Herd Ramsden, and Anthony Green, with half of the Garden now in the occupation of the said John Merryweather, and half of the Shed now occupied by Thomas Clarkson and Mr. M. L. Gill, as yearly tenants, together with the interest of the Vendors in a Pew in the Chancel of the parish Church of *Skipton*.

£ 700 Mr. Dewhurst

**LOT 11.**

£ 520.  
All that Freehold Messuage or Dwelling house, situate in *Skipton* aforesaid, with all those Two Cottages or Dwelling-houses, Warehouse, and Cow-house or Shippon behind the same, now in the several occupations of William Fulton, Elizabeth Gill, Thomas Latham, Mr. John Merryweather, and Mr. M. L. Gill, and half of the Garden and Shed occupied by the said J. Merryweather, M. L. Gill, and Thomas Clarkson, as yearly tenants.

£ 520 Mr. Dewhurst

**LOT 12.**

£ 79  
All that Freehold Garden, situate in *Skipton* aforesaid, with the Summer House therein, suitable for Building Ground, now in the occupation of Mr. J. A. Dixon, as a yearly tenant, containing 666 square yards or thereabouts.

The Land Tax of all the above Lots is redeemed.

**LOT 13.**

£ 2600  
All that Messuage, Farm, or Tenement, situate in the township of *Malham Moor*, in the parish of *Kirkby Malham*, and in the township of *Langcliffe*, in the parish of *Giggleswick*, in the said county of York, called West Side Houses Farm, with the Barns, Stables, and other convenient Farm Buildings, and 348A. 3R. 9P. of Meadow and Grazing Land, now in the occupation of William Kitching, as a yearly tenant, the Land Tax whereof is redeemed.

Wetherwood

Mr. Clayton

**LOT 14.**

850/£  
All those Two Allotments or Parcels of Pasture LAND, situate within the township of *Settle*, in the parish of *Giggleswick* aforesaid, called, and commonly known by the names of Bent Scarr or Bank Scarr, and Warrendale Knotts, the former containing in statute measure, 73A. 2R. 32P., and the latter 17A. 0R. 1P. be the same more or less, in the occupation of the said William Kitching, as a yearly tenant.

*Mr. Foster 850/£*

**LOT 15.**

£  
1110  
All those Two Closes, Inclosures, or Parcels of Pasture GROUND, lying above the town of *Settle* aforesaid, called *Attermire*, containing in the measure aforesaid 12A. 1R. 11P. and High Hill Allotment 22A. 1R. 19P. now in the occupation of Robert Atkinson, as a yearly tenant.

*Mr. Hargreaves 1110/£*

**LOT 16.**

£  
740  
All those several Closes of Meadow Land, lying in the Ings, near *Settle* aforesaid, called High Brow, Hawbeck, and Turf-pit Close, containing together in the measure aforesaid 6A. 3R. 14P. or thereabouts, be the same more or less, now in the occupation of the said Robert Atkinson, as a yearly tenant.

*Mr. Preston 740/£*

**LOT 17.**

£  
590  
All those Two Closes, Inclosures, Pieces or Parcels of LAND, lying and being above the town of *Settle* aforesaid, called the Little New Field, with the Barn therein, containing in statute measure, 2A. 1R. 1P. and the Great New Field, 9A. 3R. 30P. or thereabouts, be the same or either of them more or less, now in the occupation of Ellison Preston, as a yearly tenant.

**LOT 18.**

£  
310  
All that Close, Inclosure, and Parcel of LAND, situate at or near *Settle* aforesaid, called the Lings Copy, containing in the measure aforesaid, 18A. 0R. 35P. or thereabouts, be the same more or less, now in the tenure or occupation of the said Robert Atkinson, as a yearly tenant.

*Rich. Hargreaves 590/£*  
*Robert Atkinson*

**LOT 19.**

£  
2660  
All those several Closes, Inclosures, Pieces, and Parcels of LAND, situate near Runley Bridge, in the township of *Settle* aforesaid, called and usually known by the names, and containing in statute measure the several quantities following, that is to say, the Barn Close with a Barn standing therein, 8A. 2R. 27P. The Meadow, 3A. 3R. 26P. The Pasture, 8A. 0R. 30P. The River Road and Sand Bank, 1A. 3R. 20P. The Holme, 1A. 1R. 27P. And Rathmel Lane End, 32P. all now in the occupation of the said Robert Atkinson, as a yearly tenant.

The Land Tax of all the Property, situate in the township of *Settle* aforesaid, is redeemed.

*Mr. James Foster*

The PREMISES comprised in the first and second Lots are partly of Freehold and partly of Leasehold Tenure, for the remainder of some long term or terms of Years therein, 1000 Years at the least whereof are yet to come and unexpired, and are subject to an annual Lord's rent of £4. 16s. 2½d., which will be divided between the Purchasers of those Lots in proportion to the purchase-money; and the Close called WHITEFLATT, in the second Lot, is subject to the annual payment of £1. to the Poor of Halton East, which is to remain a charge upon that Close.

The PREMISES comprised in Lots 3 and 4 are of Freehold Tenure, and are subject to a free-rent of 1s. 1½d., which will be divided between the Purchasers of these Lots in proportion to their purchase-money,

The PREMISES comprised in Lots 5, 6, 7, 8, 9, 10, 11, and 12, are of Freehold Tenure.

The Purchasers of the 7th Lot, being the Higher Mill Field, to have a right of Road through the 6th Lot, being the Lower Mill Field, from the Turnpike Road, in such part thereof as the said Master shall fix upon, in case they cannot agree.

The PREMISES comprised in Lot 13, being the West-side Houses Farm, are partly of Freehold and partly of Leasehold Tenure, for the remainder of some long term or terms of Years therein, 500 Years at the least being yet to come and unexpired; and that part thereof which is within the parish of *Kirkby Malham* is tithe-free by purchase, and the whole thereof is subject to the payment of an annual sum of £300 to Mrs. MARGARET CHAMBERLAIN, Widow, aged 48 Years on the 1st of April last, during her life; and to the payment of £1000 as she may direct at her decease, and the same to be sold subject thereto.

The PREMISES comprised in Lots 14, 15, 16, 17, 18, and 19, are partly of Freehold and partly of Leasehold Tenure, for the remainder of some long term or terms of Years therein, 500 Years at the least being yet to come and unexpired; and the whole of the Premises comprised in those Lots are subject to the Lord's Rent of £2. 11s. 1d., which will be apportioned among the Purchasers of those Lots, in proportion to their purchase-money, without reference to the Old Title Deeds.

## CONDITIONS OF SALE.

### I.

The highest Bidder shall be the Purchaser; and no Person shall retract his or her bidding, or advance less than £10 at each bidding; and if any dispute shall arise between two or more Bidders, the Lot on Sale shall be put up again at the last undisputed bidding.

### II.

All Timber and Timber-like Trees, down to the value of 1s. per stick, and the Fixtures belonging to the Vendors, shall be taken by the Purchasers of the respective Lots, at a valuation to be made by two competent Persons, one to be chosen by each party; and in case of dispute, such valuation shall be settled by the said Master, and shall be paid for by the Purchasers in addition to their purchase-money.

### III.

The Vendors shall, at their own expense, deliver Abstracts of Title to the respective Purchasers, on or before the 25th day of December next; and the Purchasers shall, on or before the 13th day of February next, pay their purchase-monies into the High Court of Chancery to the Credit of this Cause, or in default, pay interest thereon at the rate of £5. per centum per annum from that day to the time of payment; and the Purchasers will be entitled to the Rents and Profits of the said Estates, from the expiration of the current Years of the several Tenancies, that is to say: As to the Lands in the *Parishes of Carleton and Skipton* from the 2d day of February, and as to the Houses in the same Parishes from the 12th day of May next; and as to the Lands in the said *Parishes of Giggleswick and Kirkby Malham*, from the 26th day of April; and as to the Houses in the same Parishes from the 12th day of May next, up to which times the Vendors will pay all Taxes and other Outgoings; and they will also pay the proportion of the Annuity of £300 payable to the said Mrs. CHAMBERLAIN, up to the said 13th day of February next.

### IV.

RECITALS of Descents, Births, Marriages, and Deaths, contained in Deeds twenty years old and upwards, comprised in such Abstracts of Title, shall be admitted as conclusive evidence thereof; and all Legacies and portions charged on the Property comprised therein by any Deed or by any Will twenty years old, shall (nothing to the contrary appearing) be deemed to be satisfied; and in case of Allotments set out under Articles of Agreement, or under an Act of Parliament, the Vendors shall not be bound to carry their Title to such Allotment or Allotments further back than such respective Articles of Agreement, or the Award or Awards under such Act; nor to shew any previous Title to the Beast Gaits or Sheep Gaits, share or interest in the Common or Commons, in lieu of which such Allotment or Allotments, purport or purports to be set out, nor shall the Purchasers be entitled to require the Titles of the other Parties interested in such Inclosures or Releases, or Conveyances from them or any of them, nor shall the Vendors be bound to show in lieu of what Lands such Allotments have been set out, nor shall they be bound to produce any Deed or Deeds creating, or to show the commencement of the term or terms of years in such parts of the Estates as are of Leasehold tenure, or to identify and distinguish the Freehold from the Leasehold parts thereof.

### V.

Where any Deed or other Assurance shall relate to more than one of the said Lots, the Purchaser of the largest of the Lots to which the same shall relate shall be entitled thereto, and shall enter into the usual covenant for the production thereof to the Purchaser or Purchasers of such other Lot or Lots; and all such Deeds of Covenant, and all other Deeds of Covenant for the production of Deeds or other Assurances, and all attested, official, or other Copies or Extracts of Deeds, Titles, or other Instruments, all Certificates and Documentary Evidence not in the possession of the Vendors required by the Purchasers, whether to accompany the Title or to compare with the Abstracts, shall be prepared and obtained by and at the expense of the Parties entitled to or requiring the same.

### VI.

The Purchasers shall take their respective Lots, subject to any Lord's rents, Quit-rents, or other payments not hereinbefore mentioned, (if any such there be,) without any allowance or abatement for the same; and the quantities of Land stated in the several Lots having been taken from actual survey, no abatement or allowance shall be made by the Vendors, in case the same or any of them shall be found incorrect; and if any other error or mis-statement shall be discovered in the description of the Premises, or otherwise, the same shall not vitiate the Sale, but a reasonable compensation or allowance, as the case may happen, shall be made or allowed, and shall be settled by the said Master, in case the Parties differ about the same.

The Sale being under the Direction of the Court of Chancery no Auction-duty will be payable.

870  
1110  
1900

Malham Tarn,  
Bell Busk, near Leeds

June 1

1874

My dear Sir

I forward today the deeds  
to Mr. Greston to sign. There  
are more signatures than  
seals & one of them, will  
it be necessary to put new  
seals?

Unfortunately the plans of  
all three school houses  
have been put on both  
deeds, by a mistake, for  
which I am as much  
responsible as my clerk



of the books. But I presume Walter Morrison to be the  
the plans from no essential governors of the "se" and  
part of the deed; the deeds Land and Buildings  
recite the order of the C.C. conveyed by the governors  
to permit the exchange, and to Walter Morrison,  
if this be not sufficient or again  
a line drawn across the  
"Land and Buildings  
Parchment ~~with~~ between  
mentioned in the First  
the one plan at the top  
Schedule hereinbefore  
and the two lower plans  
mentioned" and "Land  
with the titles "Land  
and Buildings mentioned  
and Buildings conveyed in  
in the second schedule

heretofore mentioned", would  
cure the defect.

I suppose you will receive  
them on June 3<sup>rd</sup>

Yours truly

A. Morrison

of Charlesworth Co

Malham Tarn,  
Bell Busk, near Leeds

June 8

1874

My dear Sir

I hear Mr Paley is likely to  
be here soon, so as I have  
been building on the site and  
on the corner in question, I  
should like to get the  
document <sup>prepared</sup> signed at once.  
I can then get it forwarded  
at once after signing myself.  
I enclose a plan of the  
ground. I am to receive

the yellow, and give the  
pink. To save correspondence  
and trouble please let it be  
by a deed of exchange, as  
the old gentleman will perhaps  
not be bothered by any talk about  
exchanging receipts. If you  
will prepare a draught form  
of exchange and ~~ret~~ forward  
it to me, I will send it

on to Mr Paley for approval.  
I make out that the yellow  
patch contains 68 superficial  
or square feet, and the  
pink 90 sup. or square feet  
or  $7\frac{1}{2}$  square yards and 10  
square yards respectively.  
I send this down by hand  
but you can send me  
the rough draught ~~by~~  
by post if you are busy

today. We can put on it the  
plan if you will return  
the enclosed plan

Yours truly

W. Morrison

of Charlesworth St

77, CROMWELL ROAD,  
LONDON. S.W.

June 29  
1874

My dear Sir

I enclose the Deed of Exchange  
between myself and Mr. Paley.  
Would you register it at  
Warrickfield?

We have retained the  
Duplicate and will I  
suppose get it registered  
himself. In any case I  
suppose that one deed will

diffic.

after it is registered please  
to forward it to Messrs  
Ashurst Morris & Co  
6 Old Jewry London  
E.C. to be put with  
any other title deeds.

Yours truly

W. Morrison  
Ct Charlesworth Esq

77, CROMWELL ROAD,  
LONDON. S.W.

June 29

1874

Dear Sir

I have received the application  
for vesting site of School  
Buildings in Special Trustee  
of Charity Lands this  
morning. I have signed  
it and forward it to  
Mr. Denby today

Yours truly

W. Morrison  
C. H. Charlesworth



Skipton June 1 1874

Dear Sir

Herewith are the two  
Deeds, Mr Morrison to Kestby  
School & Kestby School  
to Mr Morrison duly  
signed & attested. One of  
them requires a seal opposite  
my signature which I will  
consider as having been  
affixed before I signed.

Yours truly,

J. R. Dewhurst

C. H. Charlesworth Esq

Attle

77, CROMWELL ROAD,  
LONDON. S.W.

Salisbury

June 19

1874

C of Charlesworth Esq

Dear Sir

I have received the two  
deeds here signed them and  
returned them to my man  
to put the plan on them.  
I will then send them  
to Mr. Paley, and on  
getting them back will

N.B.—All communications relating to different objects should be made separately, on foolscap paper, addressed to "The Secretary."

No. 36.

CHARITY COMMISSION,

8, YORK STREET,

ST. JAMES'S SQUARE,

22<sup>nd</sup> Dec 1873

*L. H.*  
*13751*

*Writely in Malhamdale*  
*Grammar School*

At the head of your }  
reply write— }

*Sir,*

I return the draft Deed of Conveyance altered and approved so far as relates to the Official Trustee of Charity Lands.

When the engrossment has received the signatures of the Trustees, it should be sent here for execution by myself, as the Official Trustee, accompanied by the enclosed Draft, and a Certificate or assurance from yourself stating that the engrossment has been compared with the approved Draft, and found correct.

*It is assumed that the Plans*

I am, *Sir* (See Back)

Your obedient Servant,

*Henry A. Vane*

Secretary.

*Charlesworth Esq*

*Sacer*

*Settle*

*Wiltshire*

of the School Buildings now represented to be in course of erection on the site comprised in the accompanying draft Conveyance have received the approval of The Endowed Schools Commissioners as provided in the 49<sup>th</sup> section of their Scheme.

The exchange to be subsequently made will require the formal sanction of this Board by their Order under Seal and Mutual Deeds of Conveyance will afterwards be necessary to give effect to such exchange.

When the Requisitions made in Paragraphs numbered 1 & 2 of my letter of 24<sup>th</sup> July last shall have been fully satisfied application may be made in the accompanying form for the Order effecting the exchange in question.

N.B.—All communications to this Board relating to different objects should be made separately on foolscap paper, addressed to "The Secretary," and the postage prepaid.

Charity Commission,

8, York Street,

St. James's Square, S.W.

9<sup>th</sup> May 1874.

At the head of your } 4. H } Kirkley in Malhamdab  
reply write— } 13451 } United Schools  
Exchange with Walter Morrison Esq M.P.

Sir,

Herewith I transmit to you the Order of the Board authorizing the above Exchange

and I am to request you to

acknowledge the receipt thereof.

As intimated in my letter of 22<sup>nd</sup> Dec last mutual deeds of Conveyance are necessary to carry the exchange into effect. The enclosed print may be convenient in the preparation of the Conveyance to Mr Morrison of the old separate site

I am, Sir,

Your obedient Servant,

*Turn over*

C. H. Harleworth Esq  
Solicitor

20 Fettle  
Yorkshire

*Henry G. Vane*

Secretary.

WILLIAM HARTLEY,  
Solicitor.

Settle.

13 April 1894

Dear Sir,

Yorkshire Banking Co  
to Bradford & District

In accordance with your request  
I extend the period for  
Registrations until Thursday  
next

Yours truly  
W. Hartley

W. Hartley

Wm. Wright, Clerk, & Co

Settle

Malham Tarn,  
Bell Busk, near Leeds,

Nov 25<sup>th</sup>

1873

Kirkby in Malhamdale  
United Schools

Dear Sir

I think the enclosed papers  
will enable you to get the deeds  
ready in this case for completion.

I suppose what is needed is  
1<sup>st</sup> conveyance of the site of the  
present school to me. you will  
have to consider whether I can  
sign a conveyance to myself,  
in my character of chairman  
of the governors.

2<sup>nd</sup> my sending with the  
conveyance my cheque for £50.  
to London.

3<sup>rd</sup> a deed of exchange of the site so  
conveyed to me with the present  
School Buildings, i.e. the Schoolhouse  
at Malham with its privy, or  
offices, and a scrap of garden just  
outside the door some 2 yards  
wide, and a small circular  
patch some 4 yards across to the  
S.E. on which I receive 1<sup>st</sup> or 2<sup>d</sup>  
a year of Lord's rent, a full  
rack rent. 2<sup>nd</sup> the Schoolhouse  
at Kirkley Malham and <sup>or space</sup> privy  
and the yard in front of it.  
As I am Lord of the manor

in both cases this waste would  
belong to me if not otherwise  
owned, but for some years the waste  
space in front of the Kirkley  
School has been enclosed with  
an iron fence so it is as well  
to mention it.

Has Mr Bentley given you the  
proper designation of the ~~two~~ two  
Schools? I have mislaid  
my copy of the new scheme.  
Will it be necessary to send  
Mr. Hartley over again to make  
plans of the several spots? I  
have a clerk of the works



could do it perfectly; as the adjoining  
property in the case of the schools  
belongs to me this would not require  
much accuracy.

As regards finishing the new  
schools first I think that the  
deeds might be prepared and the  
date not filled in until we execute.

The flakers are at work I hope to  
flating the new school, and they  
are probably getting out the  
foundations for the offices. By  
Jan<sup>y</sup> 1<sup>st</sup> the plastering and  
glazing should be done, and  
the building is then practically  
complete. The painting cannot be  
done before the spring, or the frates  
put in, as they would rust.  
C of Charlesworth & Co. Surveyors

N.B.—All communications to this Board relating to different objects should be made separately on foolscap paper, addressed to "The Secretary," and the postage prepaid.

Charity Commission,

8, York Street,

St. James's Square, S.W.

22<sup>nd</sup> November 1873.

At the head of your } T. N. Kirkby in Maltravale  
reply write— } 13737. 3 United Schools  
(Sale to Mr Morrison Esq<sup>r</sup> M.P.)

Sir,

Herewith I transmit to you the Order of the Board authorising the Sale in this case

and I am to request you to

acknowledge the receipt thereof.

The draft conveyance must be forwarded to this office for approval by the Official Trustee of Charity Lands in whom the property is vested. The inclosed print will be of service in the preparation <sup>of the conveyance</sup> and may easily be adapted to the circumstances of the case.

Your obedient Servant,

J. C. Heuley Esq<sup>r</sup>  
Kirkby Maltravale  
Bell Busk  
Leeds

Henry A. Vane

Secretary.

## Charity Commission.

In the Matter of the Charity called  
Sirkby in Malhamdale United  
School in the Parish of Sirkby in  
Malhamdale in the County of York.

Whereas by the 49<sup>th</sup> clause of the Scheme for  
the management of the above mentioned Charity  
established by the Commissioners under "The Endowed  
Schools Act 1869" and approved by Her Majesty's  
Council by Order dated the ninth day of August 1872  
the Governing Body thereof (in the said Scheme  
called the Governors of the said School) were  
authorized under the direction of the Charity  
Commissioners for England and Wales to effect the  
Exchange hereinafter mentioned to Walter Morrison  
Esquire a Governor of the above mentioned School  
he being willing to grant and secure to the said  
Governors thereby constituted a suitable site at his  
sole expense and to erect thereon School buildings  
sufficient for the purposes of the said Scheme  
according to Plans to be submitted to and approved  
by the same Commissioners in consideration of a  
Conveyance being executed to himself of certain  
property therein mentioned.

And whereas such new School buildings

have been erected by the said Walter Morrison & upon a suitable site in accordance with Plans & Specifications and Estimates approved by the said Endowed Schools Commissioners at a cost of £1800 and upwards and such last mentioned site and buildings are included and comprised in the lands and hereditaments described in the second Schedule hereto. —

And whereas a Statement and application has been submitted to the Board of Charity & Commissioners by the Governors of the said School representing that the site and buildings being the old School premises mentioned in the said 49<sup>th</sup> section of the said Scheme forming part of the trust estate of the said School and described in the first Schedule hereto comprises the property referred to in the said Scheme and thereby agreed to be accepted by the said Walter Morrison as the consideration for the conveyance or Exchange by him of the said land and hereditaments described in the said second Schedule. —

And whereas the said Board are satisfied that the said proposed Exchange is proper to be carried into effect under their direction <sup>being</sup> that which is referred to in the said Scheme as an arrangement greatly for the benefit of the said

trust.

Now the said Board do hereby Order that the said Governors shall be at liberty within six calendar months from the date hereof to carry the said proposed Exchange into effect and to do & make and execute all such acts and assurances as may be legally requisite or proper for that purpose. And the said Board do hereby ~~not~~ further Order that "The Official Trustees of Charity Lands" in whom the legal estate of the real property of the said Charity is vested Do and shall join and concur in the execution of any Deed or Deeds which shall or may be legally & necessary or proper. —

The First Schedule above referred to.

Property belonging to the Governors of the above mentioned School. —

Description	Extent		
	roods	perches	square
1. The School house at Malham and the garden attached to it	"	"	153 1/2
Offices of the same	"	"	9
Small garden on the waste adjoining the School house	"	"	80
2. School at Kirkby Malham	"	"	289 1/2
Offices	"	"	
Play ground in front	"	17	22

The Second Schedule above referred to. -

Property belonging to Walter Morrison  
Esquire M. P. -

Description	Extent		
	a.	r.	p.
<u>3.</u> A parcel of land part of a close called Rawriggs situate in the Township of Kirkby Malham in the Parish of Kirkby in Malhamdale in the County of the West Riding of York with the School Teachers residence and buildings erected thereon	"	2	"

Sealed by order of the Board this fifth  
day of May One thousand eight hundred  
and seventy four.

Wm. A. Name

Secretary

Deard 1<sup>st</sup> January 1874

---

Governors of Kirkby  
~~The Official Trustees~~  
~~in Malham Dale written~~  
~~of Malham Tuds Tithers~~  
~~Schools~~

---

to

---

Walter Morrison Esq M.P.

---

Sir

conveyance of a  
parcel of land part of  
a Close called Raw Riggs  
situate in the Township  
of Malham & County  
of York.

---

to be conveyed.  
for

---

L. A. Charlesworth  
Scribe.

---

19878/73/2  
1438/74/2  
DEC 2 1873  
JAN 1 1874

Stamp 5/-

This Indr made the first day of  
January 1874 Between Henry Morgan  
Vanr of n<sup>o</sup> 8 York Street St. James Square in  
the City of Westminster Esq "The Official Trustee  
of Charity Lands" for the time being constituted  
under the provisions of the Charitable Trusts Act of  
the 1<sup>st</sup> p. Walter Morrison of Malham  
Tarn in the Coy of York Esq M.P. The  
Rev<sup>d</sup> Tho<sup>s</sup> Clark Henley of Kirkby Malham  
in the same Coy Clark John Bonny &  
Gewherst of Epton in the same Coy  
Merchant Tho<sup>s</sup> Preston of Scothrop in the  
same Coy Yeoman Anthony Taylor of  
Airtou in the same County Esq<sup>r</sup> Edward  
Taylor of Airtou Esq<sup>r</sup> Yeoman & William  
Anderson of Haulth in the same County  
Farmers being the <sup>Governors</sup> ~~Trustees~~ of the Charity ~~now~~  
~~now~~ called or known as the Kirkby in Malhamdale United  
Schools ~~Charity~~ in the 5<sup>d</sup> Parish of Kirkby in  
Malhamdale in the 5<sup>d</sup> Coy of York ~~formerly called~~  
~~the 5<sup>d</sup> Trustees~~ of the 2<sup>nd</sup> p. & the 3<sup>d</sup> Walter  
Morrison of the 3<sup>rd</sup> part Whereas <sup>see Back</sup>  
~~of an Order made by the Board of Charity~~  
~~Commissioners for England & Wales in the matter of~~  
~~the afo<sup>d</sup> Charity dated the 9<sup>th</sup> day of August 1872~~  
the legal estate in the heredito intended to be by  
granted became <sup>now is</sup> vested in the Official Trustee of  
Charity Lands & his successors in trust for the 5<sup>d</sup>  
Charity And whad by ~~an~~ <sup>an</sup> Order made by

(1)

\*  
under the provisions of <sup>a</sup> the Scheme for the management  
of the School founded by Benjamin Lambert &  
John Topham at Kirkby Malham <sup>of another Scheme for the</sup> & also for  
management of the School founded in the year 1717 by  
Rowland Brayshaw in the Township of Malham  
in the Parish of Kirkby in Malhamdale  
established by the Comrs. under The Endowed  
Schools Act 1869 & dated <sup>respectively</sup> the 9<sup>th</sup> day of  
August 1872 the said Parties hereto of  
the 2<sup>nd</sup> part (hereinafter called the said  
Governors) were appointed to be governors  
of the said Charity. and