

**LOT 53**  
(Coloured Blue on Inset No. 1)

WITH VACANT POSSESSION

**AN ATTRACTIVE DETACHED  
STONE AND SLATE COTTAGE**

situated in the centre of Gargrave and being

**No. 5, West Street**

and with small Yard extending to about

**.019 Acre**

The accommodation comprises:—

*On the Ground Floor:* **Sitting Room** with tiled range; **Kitchen** with modern tiled fireplace; **Small Back Kitchen** with bath; **Pantry**.

*On the First Floor:* **Two Bedrooms**.

Outside: **Yard** and **W.C.**

*Main Water, Electricity and Drainage* connected.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let furnished to Mr. T. Boland who has been given Notice to Quit at 1st August, 1960, when **Vacant Possession will be given**.

Rateable Value £9.

**Note:** The following Furniture and Fittings are included in the Sale:—  
Sitting Room—oak gate-legged dining table, three inlaid antique chairs with blue upholstered seats, mirror over fireplace, four pairs of curtains, door mat and cocoanut matting. Kitchen—oak kitchen table with six spindle-back chairs, dinner waggon, curtain and curtain rail. Kitchenette—green kitchen cabinet, curtain, cocoanut matting. Front Bedroom—double bed (no spring), wardrobe, dressing table, painted chest of drawers, pair of curtains and the linoleum. On the Stairs—the grey stair carpet and the linoleum. Back Bedroom—the floral curtaining and the linoleum.

**LOT 54**  
(Coloured Pink on Inset No. 1)

**A SMALL  
STONE AND SLATE BUILDING**

in the centre of Gargrave, previously the Estate Office, and being

**No. 3, West Street**

Well situated close to the Shops, Hotel and the River.

The accommodation comprises:—

*On the Ground Floor:* **One Room** with fireplace.

*On the First Floor:* **Very Small Flat** of which the large room, with wash basin and fireplace, is used by the Tenant as a Ladies Hair Dressing Salon.

**Note:** The Coal Store at the rear of the Ground Floor does not belong and is not included in the Sale.

*Main Water, Electricity and Drainage* connected.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and extends to about

**.006 Acre**

It is let on a quarterly tenancy to Mrs. Metcalfe at **£26 per annum**, rates being charged in addition.

Rateable Value £5.

**LOT 55**  
(Coloured Yellow on Inset No. 1)

WITH VACANT POSSESSION  
(except of a Store)

**AN IMPORTANT AND  
SUBSTANTIAL BUILDING**

in the centre of Gargrave, being

**The Parochial Hall  
and Store**

With surrounding Yard and Premises extending to about

**.110 Acre**

**THIS CONVENIENTLY-SITUATED  
TWO-STOREY BUILDING**

constructed of rondon rubble, with a slate roof, would appear **Suitable for Light Industrial or Similar User** (subject to Planning Consent). There is access from South Street on the south and also from the High Street on the north by a public footpath which passes down the side of the Parochial Hall and across the Yard on the south, as shown by a black dotted line on the Plan. The accommodation comprises:—

*On the Ground Floor:* **Three Rooms** and a **Large Hall**.

There is an outside flight of steps leading to *The First Floor* which comprises a **Large Hall** which at one time was used for dances and other social functions, but recently has been used for Storage.

*Main Water, Electricity and Drainage* are connected.

**The Building contains altogether about 2,500 sq. ft.**

This Lot comprises part of O.S. No. 122 in Gargrave Parish.

A Store on the Ground Floor is let on a yearly 12th November Tenancy with Lot 57 to Mr. C. Carradice, Apportioned Rent **£8 per annum**.

The remainder of this Lot is in hand and **Vacant Possession will be given on Completion**.

**Rating Assessments:**—Parochial Hall: Gross Value £10, Rateable Value £5. Store: Gross Value £13, Rateable Value £6.

Apportioned Tithe Redemption Annuity 3d. per annum.

See Part I of the Stipulations as to Rights of Way.

**LOT 56**  
(Coloured Pink on Inset No. 1)

**THE IMPORTANT HOUSE, SHOP AND  
BUSINESS PREMISES**

being

**No. 25, South Street  
GARGRAVE**

Well situated in the centre of the Town, overlooking the River, and with Yard in the rear extending to about

**.043 Acre**

The property has about **25ft. frontage to South Street** and the Tenant carries on a business as Grocer, Confectioner and Tobacconist and also has a Tea Shop in the summer months. The premises, which are in the centre of a block, are stone built with slate roof, and the accommodation comprises:

*On the Ground Floor:* **Shop** with stairs leading to **Large Room** over, used as a **Tea Shop** at week-ends during the summer months. A passage from the Shop leads to a **Sitting Room** and **Kitchen**, with range and back boiler (Tenant's).

*On the First Floor* are **Three Bedrooms, Bathroom** and **W.C.**

*All Services* connected.

There is a **Useful Yard** in the rear with access over Lot 55 adjoining.

Outside: **Closet** and **Coal Shed**.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let to Mr. H. Fletcher at **£53 10s. 0d. per annum**, Tenant paying rates.

Rateable Value **£27** (Nos. 25 and 26, South Street).

Apportioned Tithe Redemption Annuity **2d. per annum**.

See Part I of the Stipulations as to Right of Way.

**LOT 57**  
(Coloured Blue on Inset No. 1)

**THE ADJOINING  
IMPORTANT HOUSE AND SHOP**

being

**No. 24, South Street  
GARGRAVE**

Centrally situated in the Town, overlooking the River, and altogether extending to about

**.028 Acre**

The Premises are stone built with a slate roof and have **about 30ft. frontage to South Street**. The accommodation comprises:—

*On the Ground Floor:* **Shop**, with **12ft. frontage; Sitting Room; Back Kitchen** with range and boiler; and **Small Scullery**.

*On the First Floor:* **Three Bedrooms, Bathroom** and **W.C.**

Outside: **Closet** and **Coal Shed** in the Yard at the back of Lot 56.

*Main Water, Electricity* and *Drainage* are connected.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let under a written Agreement on a yearly 12th November Tenancy, together with a Store in Lot 55, to Mr. C. Carradice as a House and Butcher's Shop, Apportioned Rent **£52 per annum**, Tenant paying rates.

Rateable Value **£22**.

**Note:** The Landlord is responsible for the roofs, outside walls, main timbers and outside drains.  
See Part I of the Stipulations as to Rights of Way.

**LOT 58**  
(Coloured Blue on Inset No. 1)

**An Important Area of  
Accommodation  
Riverside Land**

situated in the centre of Gargrave and extending to about

**.544 Acre**

**THE LAND**

has about **600ft. frontage to the River** on the south and to **South Street and High Street** on the north. This Lot appears to afford an **Important Amenity for the Town of Gargrave** and would seem to be suitable for laying out as Riverside Gardens.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let with Lot 52 on a yearly 12th May Tenancy to Mr. K. Wolfenden, Apportioned Rent **£2 per annum**.

Apportioned Tithe Redemption Annuity **2d. per annum**.

Value of Timber **£39**.

**Note 1:** This Lot is subject to Tree Preservation Order No. 1, 1958, of Skipton Rural District Council dated the 8th August, 1958. A copy of this Order is available for inspection at the Land Agents' Offices during usual business hours and whether or not the Purchaser inspects such Order he will be deemed to purchase with full knowledge thereof.

**Note 2:** The Skipton Rural District Council have served a Notice dated 7th April, 1960, of their intention to make a Compulsory Purchase Order for the acquisition of part of this Lot approximately 155 sq. yds. in area and in the position shown on a plan, as a site for a public convenience. Copies of the said Notice and plan will be available for inspection at the Land Agents' offices during usual business hours and whether or not the Purchaser inspects the same he shall be deemed to purchase with full knowledge thereof.

**LOT 59**  
(Coloured Green on Inset No. 1)

**AN ATTRACTIVE SMALLHOLDING**

situated in the centre of Gargrave and known as

**Red House, South Street**

Standing near the River,

**THE STONE AND SLATE FARMHOUSE**

has a south aspect and the accommodation comprises:—

*On the Ground Floor:* **Hall** with tiled floor; **Sitting Room** with fireplace (Tenant's); another **Sitting Room**; **Kitchen** with new fireplace and back boiler; **Small Kitchen** with sink (h. & c.), converted by the Tenant from an old pantry.; **Larder**.

*On the First Floor:* **Three Bedrooms** and **Bathroom** with **W.C.** (The Tenant installed the bath, the Landlord installed the lavatory basin and W.C.)

Outside: **Lean-to Coal House** and **Yard**.

*Main Water, Electricity and Drainage* connected.

**THE USEFUL  
RANGE OF FARMBUILDINGS**

adjoining and at the back of the house are mainly constructed of stone with slate roofs and comprise: **Dairy, One-bay Barn with Two Baulks, Stirk Shippon for 4 with Hay Baulks over, Two-stall Stable with Loft over, Shippon for 6 with concrete boskins, passed for T.T. Milk Production, Small Provender House, Shippon for 6, Stirk Shippon for 3 and Two Loose Boxes with Loft over.**

*Main Water, Electricity and Drainage* connected.

There is a Useful Grass Paddock in the rear of about  $\frac{1}{2}$  acre.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and extends altogether to about

**2 Roods 5 Poles**

It is let to Mr. F. Bradley at **£72 10s. 0d. per annum**, Tenant paying rates, the rent being paid half-yearly on 2nd May and 2nd November.

Rateable Value £21.

Apportioned Tithe Redemption Annuity 1s. 11d. per annum.

See Part I of the Stipulations as to Right of Way.

**LOT 60**  
(Coloured Pink on Inset No. 1)

**No. 11, South Street  
GARGRAVE**

being the adjoining Terrace House on the east and with small front garden and back yard extending to about

**.040 Acre**

Built of stone with grey slate roof, the House enjoys a south aspect, and the accommodation comprises:—

*On the Ground Floor:* **Two Living Rooms** and **Kitchen**.

*On the First Floor:* **Two Bedrooms** and **Bathroom**.

*Main Water, Electricity and Drainage* connected.

Access to the rear of this Lot is by a right of way through the Barn and over the Farmyard of Lot 59.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let to Miss Gill at **£20 per annum**, rates being charged in addition.

Rateable Value £10.

Apportioned Tithe Redemption Annuity 1d. per annum.

**Note:** It has been agreed with the tenant that, pursuant to the Rent Act, 1957, the said rent of £20 per annum shall be increased to £32 per annum with effect as from 2nd November, 1960, subject to certain repairs being carried out before that date. These repairs have been ordered and will be completed by the Vendor.  
See Part I of the Stipulations as to Right of Way.

**LOT 61**  
(Coloured Blue on Inset No. 1)

**No. 9, South Street  
GARGRAVE**

**AN ATTRACTIVE TERRACE HOUSE**

situated on the north side of the street, with due south aspect, and with small front garden and yard extending to about

**.036 Acre**

The House is built of stone with a grey slate roof and the accommodation comprises:—

*On the Ground Floor:* **Sitting Room** with tiled fireplace; **Kitchen** with sink and tiled surround (fitted by the Tenant); **Hall** with **Pantry** off.

*On the First Floor:* **Three Bedrooms**.

*Main Water, Electricity and Drainage* connected.

Outside: **Tippler Closet**.

Access to the rear of this property is by a right of way over the side and rear of Nos. 7 and 8, South Street adjoining, and the owner of No. 10, South Street passes over the rear of this Lot to get to the rear of No. 10.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and is let to Mr. Milner at **£40 per annum**, rates being charged in addition.

Rateable Value £12.

Apportioned Tithe Redemption Annuity 1d. per annum.

See Part I of the Stipulations as to Right of Way.

**LOT 62**  
(Coloured Pink on Inset No. 1)

WITH VACANT POSSESSION

## No. 6, River Place

being

### A SMALL STONE AND SLATE TERRACE HOUSE

on the south side of the road close to the River, and well situated in the centre of Gargrave, near Low Green. The Accommodation comprises:—

*On the Ground Floor:* **Sitting Room** with modern tiled fireplace; **Kitchen** with range and sink (h. & c.); **Small Pantry**.

*On the First Floor:* **Two Bedrooms**; **Bathroom** with basin and W.C.; and a cylinder cupboard with immersion heater on the **Landing**.

Outside: **Coal House**, **Earth Closet** and **Small Garden**.

*Main Water, Electricity and Drainage* connected.

This Lot comprises part of O.S. 122 in Gargrave Parish and extends to about

**.018 Acre**

It is let furnished to Mr. R. Colbeck, who has been given Notice to Quit at 1st August, 1960, when **Vacant Possession will be given**.

Rateable Value £10.

**Note:** The following Furniture and Fittings are included in the Sale:—  
**Sitting Room**—a mahogany sideboard and oak dining table, four dining chairs with brown leather seats, a brown upholstered easy chair, a round mirror engraved with stars, a pair of green curtains and pelmet, a haircord carpet and a door mat. **Kitchen**—a cream painted kitchen table and easy chair with wooden arms, five kitchen chairs (four broken). **Stairs**—a stair carpet and fittings, a pair of green curtains and the green linoleum. **Bathroom**—a desk with three drawers, a built-in wardrobe, linen basket, a round mirror over wash basin, plastic curtains, lampshade and linoleum. **Bedroom No. 1**—an oak single bed and mattress, an oak dressing table and chest of drawers, a pair of green curtains and pelmet, the patterned rug and the linoleum. **Bedroom No. 2**—a double bed and mattress, a dressing table and mirror, wardrobe, a pair of curtains and pelmet, a rug and the green linoleum.

See Part I of the Stipulations as to Rights of Way.

**LOT 63**  
(Coloured Yellow on Inset No. 1)

WITH VACANT POSSESSION

## An Important Building Site

with the benefit of Outline Planning Consent

situated in High Street, Gargrave, adjoining the Methodist Chapel.

### THE LAND

has about 65ft. frontage to the High Street, with a depth of about 115ft. The total area is

**about 830 sq. yds.**

and all Services are available.

This Lot comprises part of O.S. No. 122 in Gargrave Parish, is in hand and **Vacant Possession will be given on Completion**.

Apportioned Tithe Redemption Annuity 10d. per annum.

**Note:** A copy of the Outline Planning Consent may be inspected at the Land Agents' Offices during usual business hours.

**LOT 64**  
(Coloured Pink on Inset No. 1)

WITH VACANT POSSESSION

## No. 23, South Street

GARGRAVE

occupying an attractive position with south aspect, overlooking the River, and extending to about

**.008 Acre**

Being the west-end-house of a Terrace of Three stone and slate Houses, the accommodation comprises:—

*On the Ground Floor:* **Living Room** with tiled range; **Kitchen** with sink (h. & c.) and bath.

*On the First Floor:* **Bedroom** and a **Half-Landing** used as a Bedroom.

Outside: **Tippler Closet**, situated in the rear of the Parochial Hall (Lot 55).

*Main Water, Electricity and Drainage* connected.

This Lot comprises part of O.S. No. 122 in Gargrave Parish, is empty and **Vacant Possession will be given on Completion**.

Rateable Value £7.

**Note:** The following Furniture and Fittings are included in the Sale:—  
**Living Room**—four spindle-back chairs, one pair of curtains, one pair of net curtains, a doormat, a lampshade. **Kitchen**—lampshade. **On the Stairs**—the carpet. **On the Half-Landing**—the draw curtains and the linoleum. **Bedroom**—dressing table, wardrobe, chest of drawers, matting carpet, lampshade, linoleum and pair of draw curtains. See Part I of the Stipulations as to Rights of Way.

**LOT 65**  
(Coloured Green on Inset No. 1)

## THE ADJOINING AND SIMILAR TERRACE HOUSE

being

## No. 22, South Street

GARGRAVE

Built of stone with a slate roof, the House enjoys a south aspect overlooking the River. The accommodation comprises:—

*On the Ground Floor:* **Living Room** with fireplace (Tenant's); **Kitchen** with sink.

*On the First Floor:* **Two Bedrooms**.

Outside: **Tippler Closet**, situated behind the Parochial Hall (Lot 55).

*Main Water and Drainage* connected. *Main Electricity* installed by the Tenant.

This Lot comprises part of O.S. No. 122 in Gargrave Parish and extends to about

**.009 Acre**

It is let to Mrs. Hargreaves at £11 14s. 0d. per annum, rates being charged in addition.

Rateable Value £7.

See Part I of the Stipulations as to Rights of Way.

**LOT 66**  
(Partly Coloured Blue on Plan No. 2)

## The Threshfield Private Estate Water Supply

being a Gravity Supply originating from underground water collected in Watercourses on Threshfield Moor (Lot 41) and supplying the **Villages of Linton and Threshfield** and providing a supplementary (decreasing) supply to the **Village of Grassington** together with a number of other consumers adjacent to Threshfield and producing altogether a

**Total Gross Income of about**  
**per £643 6s. 11d. annum**

(according to meter readings for 58 weeks up to  
31st March, 1959)

**The Freehold of the approximate area of the Gathering Ground on Threshfield Moor and of the 8,000 gallons Reservoir** (recently repaired and re-roofed in asbestos) which comprise part of O.S. Nos. 80 and 320 in Threshfield Parish (as coloured Blue on the Plan) extend to about

**1 Acre 2 Roods 20 Poles**

and are included in the Sale, together with all necessary rights and easements for the supply and for its maintenance and proper functioning reserved out of the sale of Lots 34, 36, 37 and 41 through which some of the pipes pass and on which the watershed and some of the tanks, valves and other apparatus are situated.

This Lot is sold subject to and with the benefit of certain Leases and Agreement with the Skipton R.D.C. for the supply of water to Linton and Grassington Villages at 9d. per 1,000 gallons up to 267,000 gallons and at 6d. per 1,000 gallons thereafter in any one year (these Leases having expired but the Council have continued to draw water annually on the terms thereof), a 21 years Lease from 1953 to the West Riding County Council for supplies to the Upper

Wharfedale Secondary Modern School at 1s. 6d. per 1,000 gallons and Netherside Hall School at 1s. per 1,000 gallons (21 years Lease from 1951) and an Agreement for the supply of water to the Threshfield Highways Depot at £1 p.a. (six months' Agreement) and other Agreements with and Conveyances to private consumers, particularly Settle Limes Ltd. and the owner of a private residence known as "High Pastures", copies of all of which documents, together with a list of the individual water rents and payments received from **about 90 consumers** (including British Railways) may be inspected at the Land Agents' Offices during usual business hours and the Purchaser, whether or not he inspects such copy documents, list and plan, will be deemed to purchase with full knowledge thereof.

It is to be noted that in all the above documents (except the said Agreement for supply to the Threshfield Highways Depot, under which the Vendor is bound to do all things necessary to ensure to the Depot a clean and constant supply of water) the owner of the supply does not guarantee the quantity or purity of the water and except in the case of the leases and conveyances, where in a few cases only certain consumers, particularly Settle Limes Ltd. and the owner of a private residence known as "High Pastures", have acquired a right to the water in perpetuity by outright purchase, has the right to discontinue the supply at any time and to raise the rent or charge therefor. (In fact, the water rents have recently been increased to consumers not protected as above.) It is therefore to be anticipated that an **Increase in Revenue** can be expected with judicious management of the supply and this is borne out by the fact that the meter reading for the Linton Village Supply for the last available quarter to 18th August, 1959, indicates a **considerable increase in consumption** (and therefore revenue). The corresponding reading for the Grassington Meter, however, discloses that very little water is now being taken at this point.

The Rateable Value of the Supply is £50.

**Note 1:** Being an automatic Gravity Supply it has of recent years been looked after by one part-time water engineer, repairs being carried out by contract. See Lot 34 as to additional Water Rent of £10 p.a. payable to the owner of this Lot, and Lots 36 and 37 as to the right to connect to the supply and payment therefor.

**Note 2:** The Water Rents are due annually on 12th May. See Part II of the Stipulations as to Water Supply.

## Special Conditions of Sale

1. All Lots are sold subject to the Law Society's Conditions of Sale 1953 (hereinafter called "the Law Society's Conditions") so far as they are not varied by or inconsistent with these Special Conditions.
2. The Vendor's Solicitors are Messrs. Evill & Coleman, whose office is at No. 40 Welbeck Street, London, W.1.
3. The Vendor will sell as the tenant for life of the property sold.
4. A deposit of 10 per cent. of the purchase money of each Lot shall be paid by the Purchaser thereof to the Auctioneers as agents for the Vendor's Settled Land Act Trustees and forthwith on the sale to him of that Lot the Purchaser thereof shall complete and sign the Memorandum annexed to these Conditions.
5. The date fixed for completion shall for all Lots be the 1st August 1960 or, in the case of any Lot, such earlier date as shall be agreed between the Vendor and the Purchaser of that Lot.
6. Except as hereinafter mentioned the title to each Lot shall commence with a Principal Vesting Deed dated the 3rd November 1926 and made between Richard Henry Francis Wharton Wilson and Sir Mathew Richard Henry Wilson Baronet of the one part and the said Sir Mathew Richard Henry Wilson of the other part for the purpose of giving effect, in accordance with the requirements in this behalf of the Settled Land Act 1925 to the Settlement (hereinafter in this Condition called "the Settlement") referred to in that Vesting Deed, being a Settlement subsisting at the commencement of that Act. Except as regards the part of Lot 2 mentioned in the next following Condition, each Purchaser shall assume, without making any objection or requisition, that the property purchased by him was comprised in and settled by the Settlement, and that, at the date of the said Vesting Deed, the person (namely, the said Sir Mathew Richard Henry Wilson) in whom the land settled by the Settlement was by the said Vesting Deed declared to be vested was the person in whom it ought to be vested, and that the persons by the said Vesting Deed stated to be the trustees of the Settlement were the properly constituted trustees of the Settlement for the purposes of the Settled Land Act 1925.
7. The title to part of Lot 2 shall commence with a Conveyance thereof on sale dated the 3rd February 1959 and made (by way of Subsidiary Vesting Deed) by All Souls' College, Oxford, to the present Vendor. The Purchaser of the part of Lot 2 comprised in that Conveyance shall assume, without requisition or objection, that at the date of that Conveyance the said College had power effectually to convey that part of Lot 2 to the present Vendor in fee simple, and by that Conveyance effectually so conveyed the same, on such evidence as to the possession or receipt of the rents and profits thereof by the said College as is afforded by a statutory declaration of the then Bursar of the said College handed over to the Vendor on the delivery to him of the said Conveyance, and shall not require any further or other evidence as to the title of the said College to make that Conveyance.
8. Notwithstanding the provisions of the Law of Property Act 1925 or the Settled Land Act 1925, no Purchaser shall be entitled to receive any abstract of, or make any objection or requisition as to, any document of title of whatever nature prior to the root of title offered in respect of the Lot of which he is the Purchaser.
9. Each Lot is sold and so far as required by the Vendor will be conveyed subject to all easements, quasi-easements, privileges and advantages affecting the same, including rights of way (whether public or private), water, light, support, drainage and other rights and all wayleaves for poles, stays, cables, wires, drains and water or other pipes or of any nature whatsoever over under or in respect of that Lot, and whether or not mentioned in the Particulars or Stipulations or shown on the Sale Plans. The Conveyance of each Lot or the grant of any rights of sporting or fishing included in the sale, as the case may be or require, shall include all such grants, reservations, exceptions, covenants and provisions as may be requisite or proper for giving due effect in relation to that Lot (or the said rights) to the provisions of the Stipulations or the Particulars of that or any other Lot, relating to rights of way, rights to the supply of water, rights of drainage, and any other easements, rights, benefits or advantages, or relating to any liabilities, obligations, duties or burdens (whether for the payment of money or otherwise), or relating to any other matter or thing subject to or with the benefit of which that Lot, or those rights of sporting or fishing, is or are sold, and generally as may be requisite or proper for giving due effect to the General Remarks, the Particulars, the Stipulations and these Conditions, including the Law Society's Conditions so far as applicable to the sale. Any difference between the Vendor and any Purchaser, or between the respective Purchasers of two or more Lots, as regards the nature or form of the provision (whether by way of grant, reservation, exception, covenant or otherwise) requisite or proper for inclusion in any such Conveyance or grant in order to carry into effect any such purpose as aforesaid shall be conclusively determined and the provision so to be included in that conveyance or grant shall be settled by Counsel nominated by the Vendor's Solicitors, being Counsel of not less than ten years' standing practising in the Chancery Division of the High Court of Justice. In the event of any Lot remaining unsold the Vendor shall occupy the position which would be occupied if that Lot had been sold, as regards all rights, easements and advantages to be included with or granted out of or over such Lot.
10. The Purchasers of Lots 1, 2, 3, 4, 7, 12, 13, 14, 16, 18, 19, 20 and 29 respectively shall assume, without requiring any evidence, that (as are the facts) British Transport Waterways are the successors in title to the property and undertaking of the Leeds and Liverpool Canal Company (party to the Indenture dated 1st July 1892 mentioned in Part II of the Stipulations) and that the Vendor is the successor in title of Sir Mathew

Wharton Wilson (also party to that Indenture) to the benefit of the covenants on the part of the said Canal Company contained in the same Indenture.

11. All Lots are sold subject to any Resolution, Scheme, Plan, Order or Notice affecting the same under or by virtue of the Town and Country Planning Acts, 1947 and 1954, all restrictions (if any) affecting the same under the Restriction of Ribbon Development Act, and any matters registered as Local Land Charges. Any Plan or Order under or by virtue of any of the said enactments made prior to completion shall not annul the sale of any Lot or entitle the Purchaser thereof to any compensation.
12. Except where expressly stated in the Particulars there is no subsisting claim for compensation for loss of development value under the Town and Country Planning Acts, 1947 and 1954, in respect of any Lot. In any case in which a Lot or part of a Lot is stated in the Particulars to have an unexpended balance of development value, either alone or in conjunction with any other Lot or Lots or other property, the Land Agents will on request supply such evidence relating thereto as is in the Vendor's possession. The Vendor on completion of the last sale which may affect the apportionment or payment of any such unexpended balance or part thereof will on request furnish to the Central Land Board particulars of any such sale and purchase, but thereafter all steps necessary for the apportionment or otherwise in respect of any such unexpended balance or any part thereof shall be taken solely by the Purchaser or Purchasers concerned.
13. Any Lot affected thereby is sold subject to and with the benefit of any orders, notices, directions, obligations, liabilities, consents and other matters affecting the same or any part thereof, made, given or imposed by any Minister, government department, agricultural executive committee, local authority, or other competent authority, pursuant to the Agriculture Act 1947 or the Agricultural Holdings Act 1948, or any statutory provision amending the same or either of them, or any other state relating to agriculture or dairy farming, and to any liability of the Vendor to pay compensation under the Agricultural Holdings Act 1948 or any amendment thereof. The Purchaser of any such Lot shall be deemed to purchase with full notice of all such matters as aforesaid, whether or not mentioned in the Particulars, and shall keep the Vendor fully indemnified against the same. Each Purchaser shall be deemed to purchase with full knowledge of the state and condition of the Lot purchased by him, and of the cultivation thereof, whether or not he shall have inspected the same, and shall take the same in that state and condition as subsisting at the time of his purchase.
14. The commercial standing timber on certain Lots has been measured, valued and scribed by competent Timber Valuers, proper allowances having been made for bark and defective trees, and the amount of the value of such timber, as so valued, has been stated in the Particulars of those Lots as follows:—

"Value of Timber £ . . ."

The respective Purchasers of these Lots shall purchase the scribed Timber on these Lots at the respective values so stated in the Particulars of these Lots and the amount of that timber value in the case of any of these Lots shall be paid by the Purchaser of that Lot in addition to the purchase price and shall for all purposes, including payment of the deposit, be deemed part of the purchase money. The remaining non-commercial timber on these Lots and the timber on the remaining Lots will be included in the sale of such respective Lots.
15. Each Lot is sold subject to Tithe Redemption Annuity, Drainage Rates (if any) and any other outgoings assessed or charged thereon or payable in respect thereof, whether or not stated in the General Remarks, Particulars, Stipulations or Conditions of Sale. The Estate is subject to Tithe Redemption Annuity amounting in the whole to £163 2s. 9d. per annum and this amount has been informally apportioned by the Auctioneers for the guidance only of Purchasers and the respective apportioned amounts so arrived at are stated in the Particulars for the information of Purchasers. Every such apportionment shall be accepted by the respective Purchasers of the Lots affected thereby and shall be binding on them unless and until some further or other apportionment or apportionments shall have been made by the Tithe Commissioners. No evidence shall be required by the Purchaser of any Lot of any exemption of that Lot or any part thereof from Tithe Redemption Annuity.
16. Each Lot is sold subject to and with the benefit of the tenancy or tenancies (if any) affecting the same. Many of the tenancy agreements are not in writing and in any such case the Purchaser of the Lot affected thereby shall be entitled to such information as to the nature and terms and conditions of the tenancy concerned as the Vendor's Land Agents are able to provide, but shall make no objection on the ground that the terms and conditions of the tenancy are not embodied in or evidenced by any writing and shall be content with such information as to those terms and conditions as the said Land Agents are able to supply and such further information as to such terms and conditions as he can obtain by inquiry of the tenant or occupier of any part of the Lot concerned and shall be deemed to purchase with notice in all respects of the terms and conditions of any such tenancy of that Lot. Adjustments have been made from time to time, by agreement oral or otherwise, in the terms and conditions of various agreements (whether entirely oral, or wholly in writing, or partly oral and partly in writing) and in the land comprised therein and the rents thereby reserved, and no objection shall be made by any Purchaser on the grounds that any such adjustments have so been made. In any case when the Vendor has a counterpart or copy, or other evidence in writing as to the terms and conditions of any tenancy agreement in writing (wholly or in part) and affecting any Lot or any part thereof, the Purchaser shall be entitled to have the same produced to him but shall not make any objection on the grounds

that such counterpart or copy or other evidence does not extend to the terms and conditions in full, or to the latest of the terms and conditions on the footing of any such adjustments as aforesaid, of that tenancy agreement and shall be content with such counterpart or copy or other evidence, and such information as he can obtain as aforesaid and shall be deemed to purchase with full notice of the subsisting and operative terms and conditions of the tenancy in question. In the case of any tenancy of any part or parts of the property let for agricultural purposes, a Purchaser shall not object that the effect of any current notice to quit (if such there be) is or may be avoided by the provisions of Section 30 of the Agricultural Holdings Act 1948.

17. The Purchaser of Lot 35 shall in the Conveyance to him covenant with the Vendor with all practicable speed to do all work remaining to be done under the Livestock Rearing Scheme mentioned in the Particulars of that Lot and in all respects to carry into effect and complete that Scheme according to its terms and to indemnify the Vendor against all liability by reason or in consequence of the non-completion in any respect of that Scheme, should that event occur, including in particular all liability (if any) to repay any grant or grants made before completion to the Vendor in respect of this Lot pursuant to the said Scheme or under the Hill Farming and Livestock Rearing Acts 1946 to 1956 or any provision thereof or otherwise.

18. The Purchaser of Lot 44 shall in the Conveyance to him covenant with the Vendor with all practicable speed to comply in all respects with the Clearance Order mentioned in the Particulars of that Lot and do all things necessary for carrying that Clearance Order into full effect, and to indemnify the Vendor against all liability under or in respect of that Order.

19. No Purchaser shall be entitled to call for particulars of the recoverable rent for the purposes of the Rent Acts (as defined by the Rent Act 1957) or of the Rent Act 1957, or any of the same, of any Lot or part of a Lot, or for the production of any notice statutory or otherwise relating to any alteration of rent in respect thereof, or be entitled to make any objection in respect of any other matter or thing arising out of the provisions of the said Acts or any of them.

20. The Vendor or his predecessors in title may from time to time have given consent to the lessees or tenants of agricultural holdings forming part of the Estate to carry out improvements to their holdings, in accordance with the law relating to agricultural holdings for the time being in force. Each Purchaser shall be deemed to have satisfied himself by inquiry of the lessees or tenants or otherwise as to such consents (if any) and the improvements (if any) made in pursuance thereof and to have full knowledge thereof and no objection shall be made by any Purchaser or any requisition made on the grounds of non-disclosure of any such consent whether or not the same shall give rise to any liability to pay compensation on the quitting by the lessee or tenant of the holding or otherwise, nor shall the Vendor be required to supply any information as to such consents.

21. Endeavour has been made to omit from the Particulars fixtures and fittings which belong to tenants or occupiers and where the fact is known attention has been drawn to the fact that the fixtures or fittings, or particular fixtures and fittings belong to or are claimed by the tenant or occupier. Any property belonging to a tenant or occupier will be excluded from the sale, and the various Lots are sold subject to the tenants' or occupiers' right of removal of, or of payment for, any buildings, fixtures or fittings belonging to or lawfully claimed by them respectively, whether mentioned in the Particulars or not. The Vendor shall not be required to specify what fixtures are tenants' or occupiers' fixtures. Subject as aforesaid, and save as otherwise expressly provided in the Particulars, all fixtures usually designated as landlord's fixtures and all fixtures in or upon any Lot of which vacant possession is to be given completion, are included in the sale of the Lot concerned.

22. The acreages of the various Lots and the individual parcels comprised therein are believed to be accurate notwithstanding that there are or may be inconsistencies between these respective acreages and those specified in certain of the documents of title and various leases or tenancy agreements. No objection or requisition shall be made on the grounds of any such inconsistency. Various small portions of the Vendor's estates have from time to time been acquired by the highway authorities for road widening purposes. So far as practicable the acreages given in the Particulars take account of the resultant diminution in area of the Lots or parcels affected. The Vendor shall not be required to supply any information as to the various portions of the Vendor's estates so acquired for those purposes.

23. Save as in this condition provided the Vendor shall not be required to define or give any information as to the ownership of the boundary walls, ditches, hedges or fences of any Lot, whether or not the same adjoin or abut on other Lots and every Purchaser shall rely solely on such evidence as may be apparent on inspection, provided always that, if and in so far as any Lot may remain unsold at the auction, the Vendor may require the Auctioneers, whose decision shall be final, to define the ownership of all boundary walls, ditches, hedges or fences, adjoining or abutting on, or forming part of, such unsold Lot.

24. Lot 29 or some part thereof is subject to and charged with a perpetual yearly rentcharge of ten shillings per annum in favour of a charity known as the William Eliworth Charity. It is not known when and in what circumstances this rentcharge was originally created or reserved, or on what part (if some only) of Lot 29 the same is charged. The Purchaser of Lot 29 shall not make any objection or requisition on account of this rentcharge, and shall in the Conveyance to him covenant with the Vendor to make all future payment of this rentcharge and to indemnify the Vendor against the same.

25. Certain parts of the Vendor's Estates have from time to time been charged in favour of the Lands Improvement Company with monies advanced to the Vendor or his predecessors in title for the purpose of effecting improvements and interest on such monies. The Lots affected by such charges or some of them consist of Lots 2, 5, 6, 7, 9, 10, Pt. 11, 12, 13, 14, 23, 30 and 31 and the total principal monies secured by the said charges, and outstanding on the 13th January 1960 amounted in all to £1,790 17s. 10d. The Vendor will duly procure the discharge of these respective charges before the day fixed for completion or as soon thereafter as may be practicable and, if the Purchaser of any Lot hereinbefore mentioned in this Condition shall so require, will in the Conveyance to that Purchaser covenant to indemnify that Purchaser and his successors in title to that Lot against such of the said improvement charges as relate to that Lot and all principal and other monies and interest thereby secured. No Purchaser of any Lot so charged shall make any objection as to the said charges or any of them other than that hereinbefore in this condition contained but shall be content with such covenant as aforesaid, and shall not delay completion if it shall not have proved practicable to procure the discharge before the date of actual completion of the purchase of the Lot purchased by him.

26. No objection shall be made on account of the inability of the Vendor to give a complete list of all grants of rights to receive water from the Threshfield Water Supply comprised in Lot 66, or on account of it being discovered on or before completion that any grants of such rights of which the Vendor is at present unaware have been made by the Vendor or his predecessors in title; and the Vendor shall not incur any liability to the Purchaser of Lot 66 on account of the making, or the discovery after completion of the making, of any such grants of which the Vendor now has no knowledge.





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# Gargrave

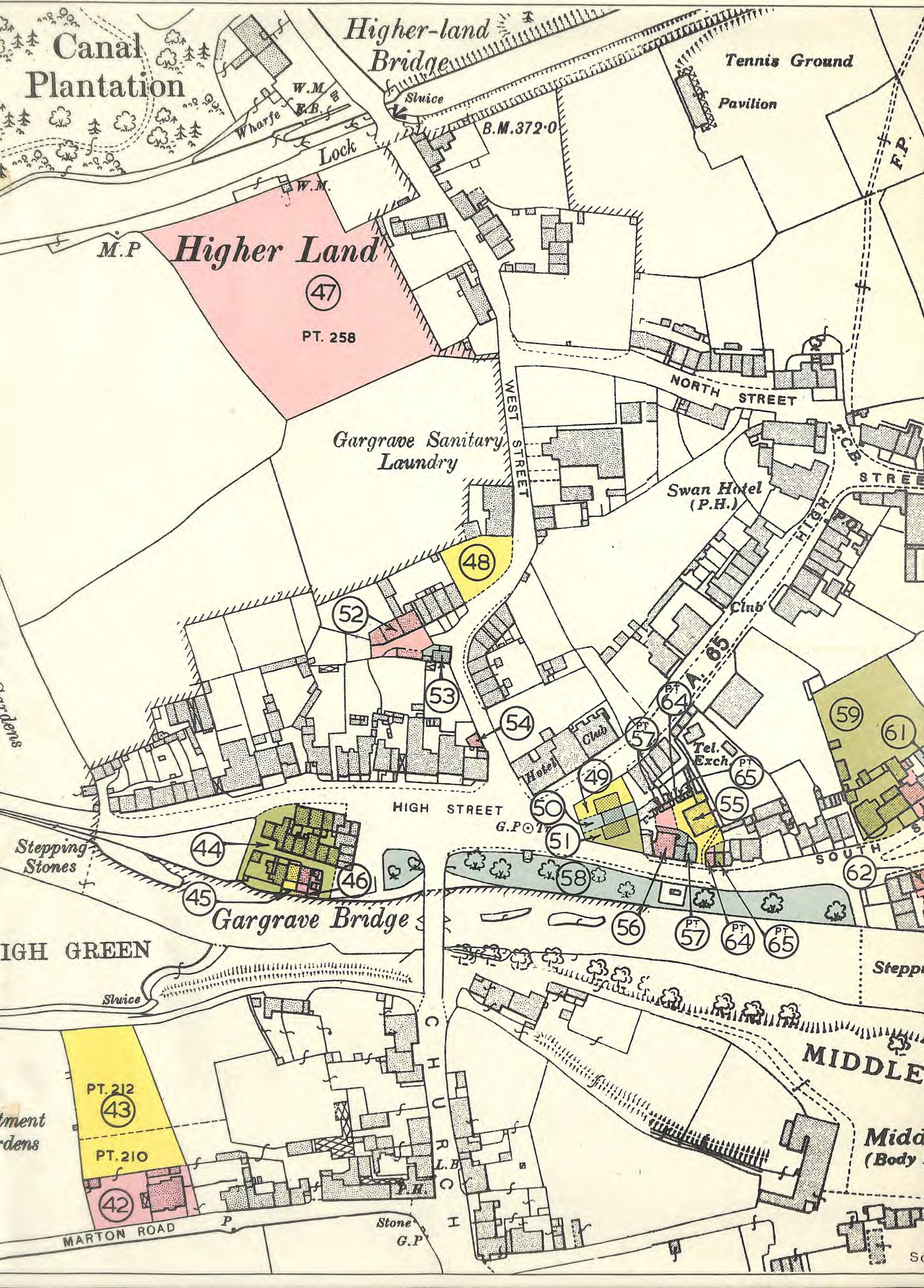
LOW GREEN

R i v e r

Pound

GREEN

le Mill (Building)



Canal  
Plantation

Higher-land  
Bridge

Tennis Ground

Pavilion

B.M. 372.0

M.P

Higher Land

47

PT. 258

Gargrave Sanitary  
Laundry

WEST STREET

Swan Hotel  
(P.H.)

NORTH STREET

48

52

53

54

49

50

51

PT. 64

PT. 57

PT. 65

55

59

61

HIGH STREET

G.P.O.

PT. 64

PT. 65

55

SOUTH

62

Stepping  
Stones

44

46

45

Gargrave Bridge

58

56

PT. 57

PT. 64

PT. 65

HIGH GREEN

Sluice

PT. 212

43

PT. 210

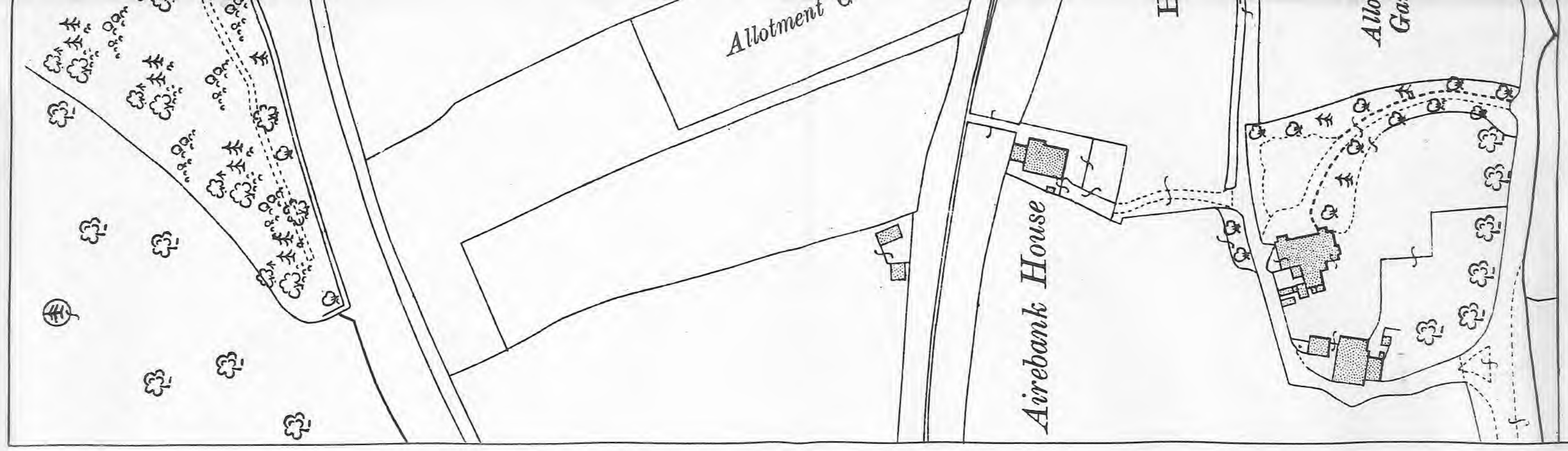
42

MARTON ROAD

Stone  
G.P.

MIDDLE

Midd  
(Body

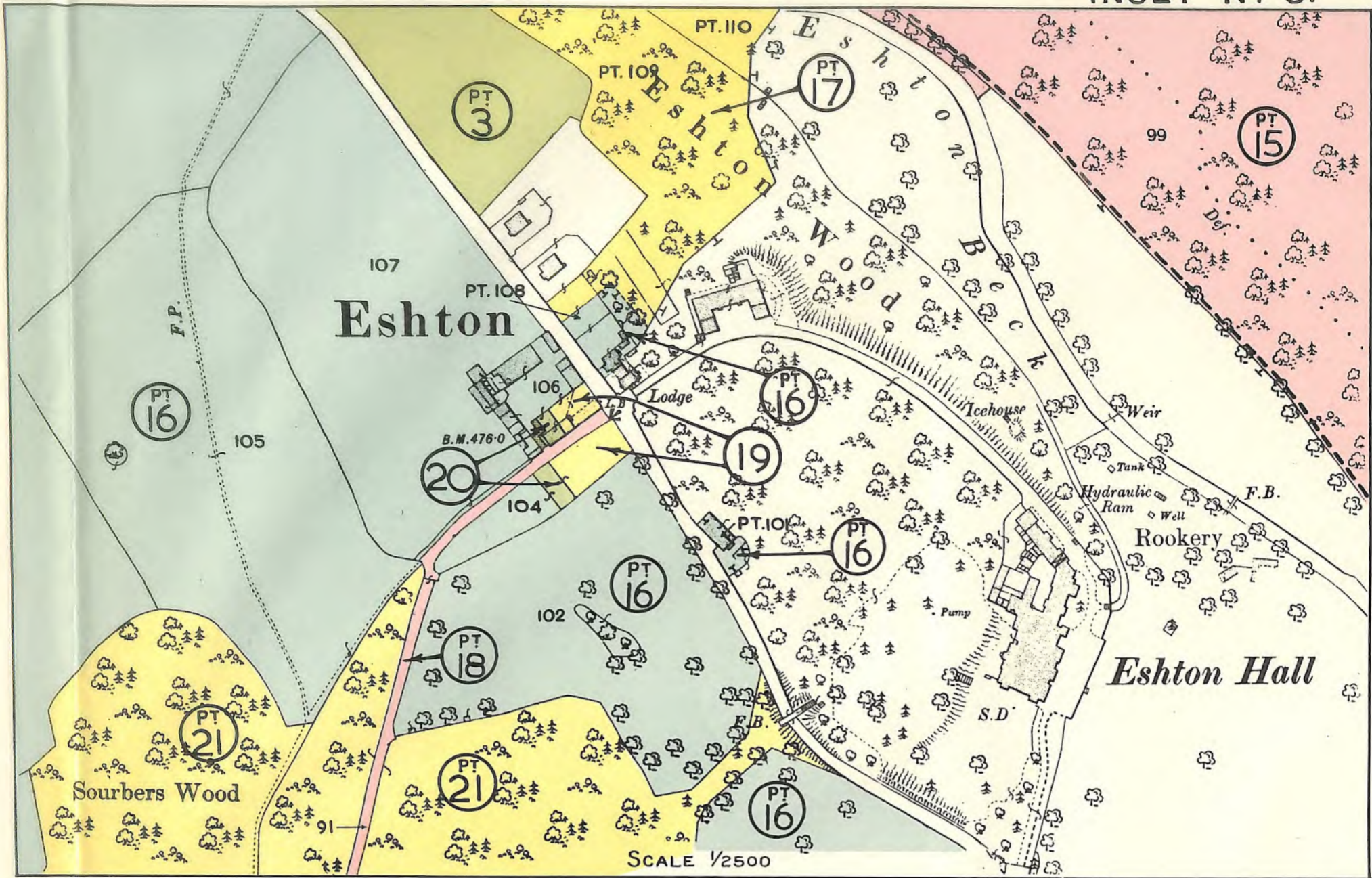


Allotment C

F

Allotment G

Airebank House



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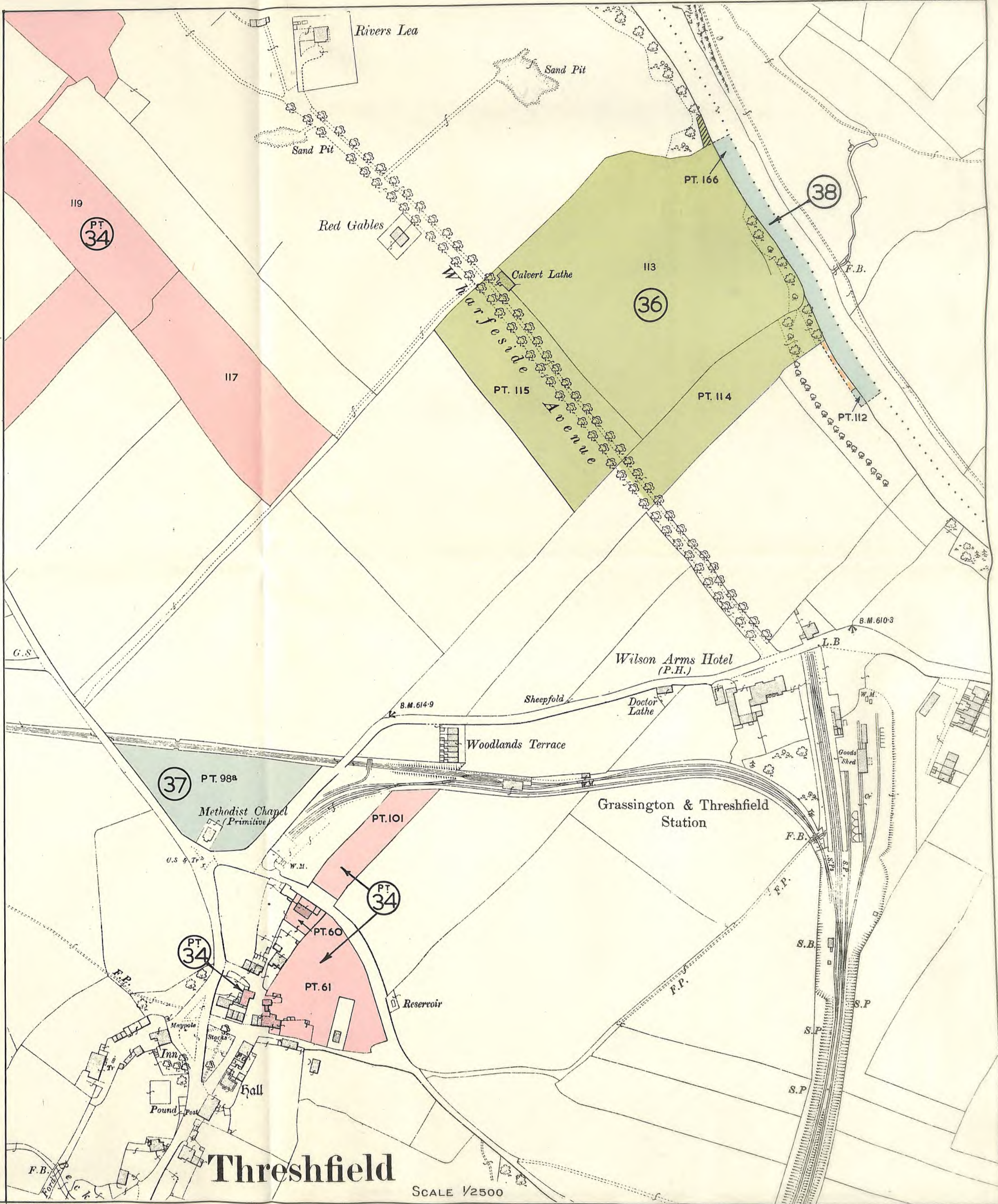
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Plan of the  
**ESHTON ESTATE**  
 GARGRAVE  
 YORKSHIRE — WEST RIDING

For Sale by  
**Messrs. JOHN D. WOOD & CO.**  
 23 BERKELEY SQUARE : LONDON, W.1

Land Agents:  
**Messrs. INGHAM & YORKE**  
 STANDEN ESTATE OFFICE, LITTLEMOOR, CLITHEROE

— 1960 —



# Threshfield

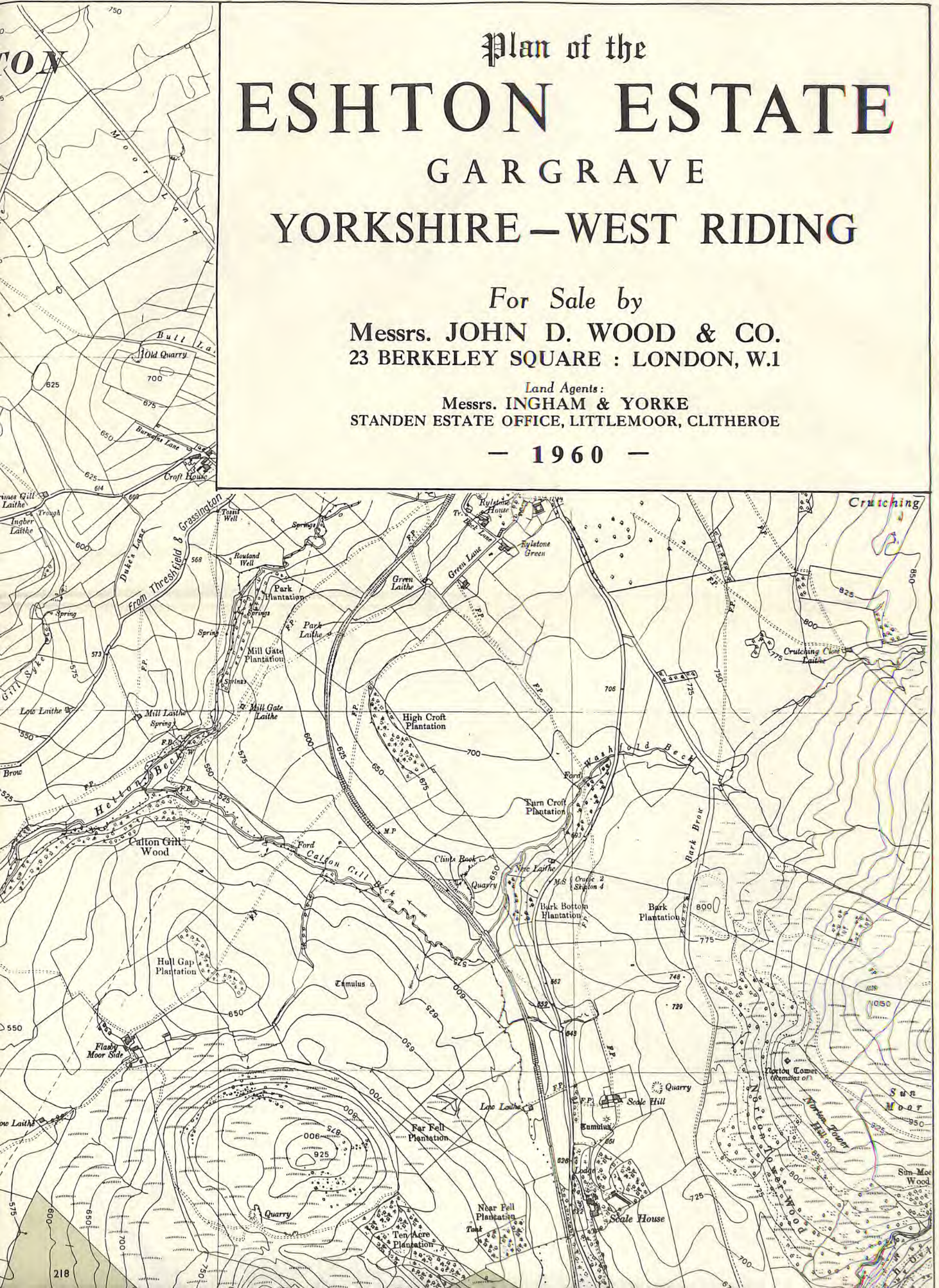
SCALE 1/2500

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- 1960 -

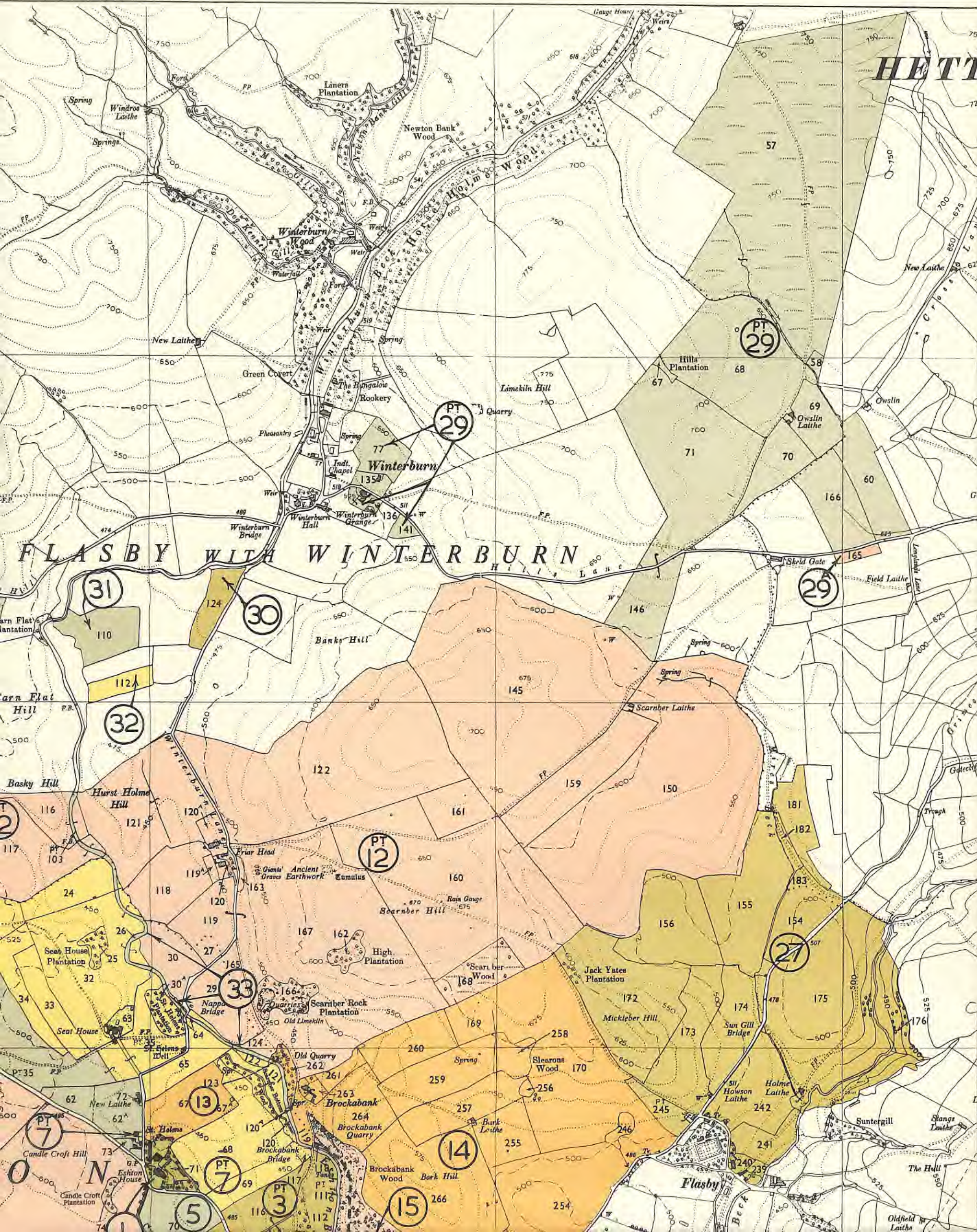




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HE T T

# FLASBY WITH WINTERBURN

PT 29

PT 29

PT 29

31

30

32

PT 12

33

27

PT 7

PT 7

14

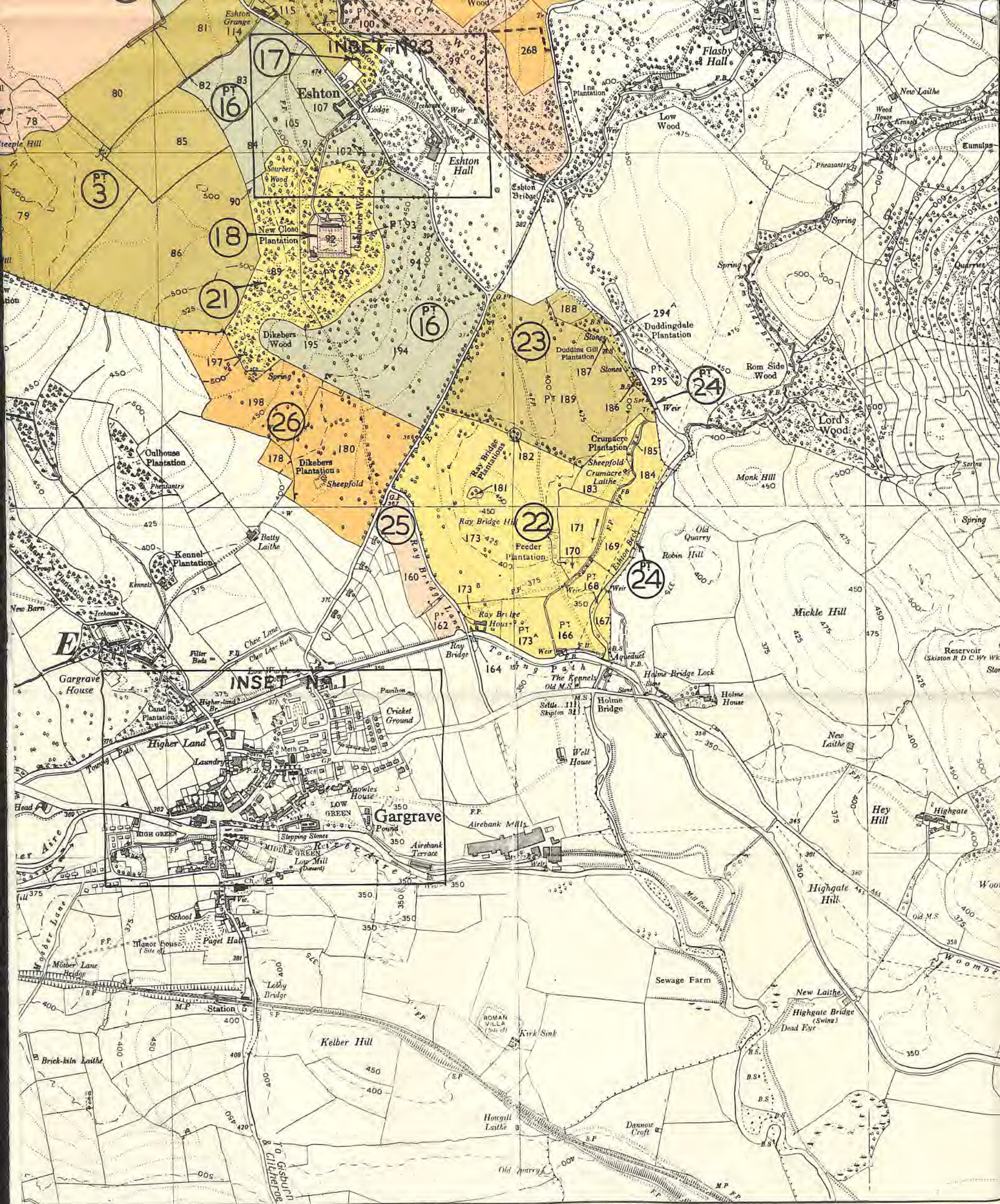
5

15

N  
Candle Croft Plantation

Flasby

Oldfield Laithe



SCALE: 6 INCHES TO A MILE.

Plan of the  
**ESHTON ESTATE**  
 THRESHFIELD PORTION  
 YORKSHIRE - WEST RIDING

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- 1960 -

