

PLANS AND PARTICULARS

OF VALUABLE

FREEHOLD ESTATES

Situate in the TOWNSHIPS of AIRTON, CALTON, and ^{Malham} MALHAM MOOR, in the Parish of Kirkby Malhamdale, and EMBSAY, in the Parish of Skipton, in the West Riding of the County of York; which together with the MANORS or Lordships of AIRTON, CALTON and HANLITH, and the free fee farm leasehold or other Rents issuing out of hereditaments and premises situate within the same,

WILL BE

SOLD BY AUCTION,

(IF NOT PREVIOUSLY SOLD BY PRIVATE TREATY), AT THE

MIDLAND HOTEL, SKIPTON,

ON

Monday, the 4th day of November, 1889,

At 2 o'clock in the Afternoon, precisely.

BY

MESSRS. DACRE & SON,

Either together or in the within mentioned lots or in such other lots as may be decided upon at the time of sale, and subject to such conditions of sale as shall be then and there produced.

The whole of the lots are well watered and fenced and in good repair, and in an excellent state of cultivation.

The respective tenants will shew the premises and further particulars may be had on application to Wm. Kidd, Esq., of Otley; Mr. John Hartley, of Clapham, Land Surveyor; the Auctioneers, of Otley; or

WILLIAM HARTLEY,

SOLICITOR, SETTLE.

PARTICULARS.

LOT 1.

The several **MANORS** or **LORDSHIPS** of **AIRTON**, **CALTON**, and **HANLITH**, in the **PARISH OF KIRKBY MALHAMDALE** aforesaid, with all **Seignories**, **Royalties**, **Courts**, **Perquisites of Court**, and other **Manorial Rights** therewith enjoyed. And also the several **free fee farm**, **leasehold**, or other **Rents** issuing out of **hereditaments** and **premises** within the said respective **Manors**, amounting to the annual sum of **£9 Os. 11½d.**

In the Parish of Kirkby Malhamdale.

IN THE TOWNSHIPS OF AIRTON AND CALTON.

LOT 2.

(NEWFIELD FARM, in the occupation of Thomas Land).

No. on Plan.									Cultivation.	A.	R.	P.
1	Farm House, Garden, &c.	...	...	...	...	...	...	...		0	2	16
2	Croft behind	...	...	...	...	...	...	...	P.	1	3	11
3	Croft	...	...	...	...	...	...	...	"	3	0	13
4	Newfield Pasture	...	...	...	...	...	...	...	"	56	0	10
5	High and Low Ainholmes	...	...	...	...	...	...	...	"	23	0	26
6	Dams Meadow	...	...	...	...	...	...	...	M.	27	3	5
7	Plantation	...	...	...	...	...	...	...	"	0	1	11
8	"	...	...	...	...	...	...	...	"	0	2	4
9	"	...	...	...	...	...	...	...	"	0	1	17
10	"	...	...	...	...	...	...	...	"	0	1	11
11	Hill and Milk Pasture	...	...	...	...	...	...	...	P.	25	3	2
12	Plantation	...	...	...	...	...	...	...	"	1	0	19

LOT 3.

(In the occupation of Thomas Land).

13	New Briggs	...	...	...	...	...	...	...	P.	34	2	28
14	Plantation	...	...	...	...	...	...	...	"	2	2	4
15	Low Pasture	...	...	...	...	...	...	...	P.	16	3	26

IN THE TOWNSHIP OF CALTON.

LOT 4.

(In the occupation of Thomas Land).

16	Dams Pasture	...	...	...	...	...	...	...	P.	46	0	11
17	Long Swaiths	...	...	...	...	...	...	...	M.	2	3	8
18	Ings Meadow	...	...	...	...	...	...	...	"	10	1	26

LOT 5.

(In the occupation of Thomas Land).

20	Monk Mire	...	...	...	...	...	...	...	M.	2	0	30
21	Middle Moor Bottom	...	...	...	...	...	...	...	"	5	1	0
22	Middleber	...	...	...	...	...	...	...	P.	16	1	5
23	Limekiln Nook	...	...	...	...	...	...	...	"	1	0	0
24	Linedales and Barn	...	...	...	...	...	...	...	M.	9	1	26
25	Shoulbreads and Barn	...	...	...	...	...	...	...	"	6	1	31
26	Shoulbreads Pasture	...	...	...	...	...	...	...	P.	7	2	19

LOT 6.

(Nos. 27 and 28 in the occupation of Thomas Land, and Nos. 29 to 34 in the occupation of John Brown).

27	Thornydale and Long Field	...	...	...	...	...	...	...	M.	10	3	8
28	Blakeber	...	...	...	...	...	...	...	P.	5	1	26
29	High Pasture	...	...	...	...	...	...	...	"	23	2	5
30	Low Pasture (higher part)	...	...	...	...	...	...	...	"	9	3	8
31	Low Pasture	...	...	...	...	...	...	...	"	8	2	34
32	Mantless	...	...	...	...	...	...	...	M.	6	0	34
33	"	...	...	...	...	...	...	...	P.	7	0	2
34	Cringleton Bank	M.	3	1	2

LOT 7.

(In the occupation of John Brown).

35	Hutter Gill	M.	3	3	0
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LOT 8.

(In the occupation of John Brown).

36	David Bell's Croft, Cottage and Garden	M.	1	1	7
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LOT 9.

(In the occupation of John Brown).

37	House, Out-buildings, & Croft	"	0	2	5
38	Meadow, back o'th' House	M.	1	0	26

LOT 10.

(In the occupation of John Brown).

Four-and-a-half Cattle Gaits, on Saw Banks.

LOT 11.

(In the occupation of John Brown).

Four-and-three-quarter Cattle Gaits on Calton Moor.

IN THE TOWNSHIP OF MALHAM MOOR, *Malham*

LOT 12.

(In the occupation of Thomas Land).

39	Little Smear Bottom	...	...	...	...	...	...	...	P.	38	2	24
40	Great Smear Bottom	...	...	...	...	...	...	...	"	120	1	16
41	Stony Bank	...	...	...	...	...	...	...	"	214	3	28

In the Parish of Skipton.

IN THE TOWNSHIP OF EMSAY.

LOT 13.

(In the occupation of John Biker).

3 & 8	House, Barn, Cottages, Yard and Garden	...	...	...	...	...	...	...	"	0	1	0
4	Town End Close	...	...	...	...	...	...	...	"	4	3	0
5	West Garth	...	...	...	...	...	...	...	"	0	1	27
6	Pasture Piece	...	...	...	...	...	...	...	"	8	0	24
7	Croft	...	...	...	...	...	...	...	"	0	0	35
9	Bangarth	...	...	...	...	...	...	...	"	1	1	14
10	Lady Butts	...	...	...	...	...	...	...	"	3	1	9
11	Pasture Piece	...	...	...	...	...	...	...	"	8	0	5
12	Acres	...	...	...	...	...	...	...	"	2	1	3

28 2 37

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
Bull House and Yard	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
Lamb Gill Head or Hill.....	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

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 hereinafter mentioned: (that is to say)

	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 }	3	1	10
West Gait Field	5	2	0
Low Green	7	3	24
Middle Green	5	1	8
High Green.....			
	A.	64	3
			37

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.

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.

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.

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.

LOT 7.

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.

LOT 8.

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. 0R. 24P. be the same more or less, now in the occupation of THOMAS COCKSHOTT, Esquire, as a yearly tenant.

LOT 9.

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.

LOT 10.

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*.

LOT 11.

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.

LOT 12.

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.

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.

LOT 14.

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.

LOT 15.

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.

LOT 16.

All those several Closes of Meadow Land, lying in the Ings, near *Settle* aforesaid, called High Brow, Hawbeck, and Turfpit 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.

LOT 17.

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.

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.

LOT 19.

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.

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.

