



Price 1/-

By Direction of Mrs. V. H. Hutton-Croft

## WEST RIDING OF YORKSHIRE

Six Miles from Settle

Twelve Miles from Hellifield

One of the most renowned Sporting and Residential Properties of the North

The Famous Estate of

# Malham Tarn

(The Home of the Water Babies)

With Malham Tarn House in a delightful position on the banks of the Tarn and containing Hall, Four Reception Rooms, Eight Bedrooms, Two Dressing Rooms, Five Bathrooms, Five Servants' Bedrooms, Domestic Offices, Stables, Garages, etc. Central Heating and Electric Light

(The Purchaser will be given the option to take over a certain quantity of furniture at valuation)

**WATERHOUSES FARM, let at £140 per annum.**

**FIVE COTTAGES**

**MALHAM TARN LAKE (153 acres)**

the second largest inland water in Yorkshire and possessing, according to Charles Kingsley, "the best fishing in the whole earth"

in all  
**868 Acres**

together with the proprietorship in perpetuity of the valuable shooting rights over the adjoining well-known Malham grouse moors (average bag 1,000 brace) extending to **9,786 Acres**

and fishing in the burns

To be offered for Sale by Auction unless sold previously by private treaty  
by

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**Messrs. JACKSON STOPS & STAFF**

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at the

**BLACK HORSE HOTEL, SKIPTON**

on

**Friday, July 28th, 1944, at 3 p.m.**

*Solicitors :*

Messrs. HUNTERS, 9, New Square, Lincolns Inn, London, W.C. 2. (Tel. Holborn 6333)

*Auctioneers :* Messrs. JACKSON STOPS & STAFF, 15, Bond Street, Leeds 1 (Tel. 31269)  
Also at London, Northampton, Cirencester, Yeovil, Dublin, etc.

## Foreword

*"Clear and cool, clear and cool,  
By laughing shallow and dreamy pool."*

CHARLES KINGSLEY.

CHARLES KINGSLEY wrote that Malham Tarn possessed "the best fishing in the whole earth." He had a particular affection for Malham and made it the scene of the first chapter in his "Water Babies," which he wrote, after a fishing holiday in the district, for his younger son. In this story the little fugitive chimney sweep, Tom, escaping across the moors, somehow crawls down the face of Gordale Scar to the pretty village of "Vendale" at its foot, where he sheds his soot and rags in the sparkling little river and begins life anew as a water baby. The course of the Aire from Malham down Airedale and presently through the city of Leeds and onward to the sea, has been immortalised by Kingsley in his charming verses. Apart from the fishing the estate offers first-class shooting over the famous grouse moors of Malham. The present owner, when he purchased Malham House, bought the perpetual rights of shooting over the adjoining moors. This was a far-sighted action as it enabled him to enjoy the shooting and fishing in the burns on the moor without the burden of being worried with the farm land. Sheep farming in the past has suffered its vicissitudes, and in depressed years the risk of losing tenants and the expense of running such large farms as an amateur would in the normal way detract much in the proprietor's mind from the enjoyment of the shooting. There are no such drawbacks at Malham. The estate is unique in this way and it certainly presents an opportunity to sportsmen that can rarely be offered.



Malham Cove, the famous beauty spot belonging to the National Trust, adjoining the estate

## Historical Note

THE Romans appear to have used the route over Malham Moor to attain their camp at Settle via the streets into Ribblesdale and Ebor Gate on High Side. This is rather borne out by the evidence found at Gargrave of what was doubtless the temporary refuge of Agricola and the emperors who visited Craven in the 1st and 2nd Centuries. At the time of the Conquest, the Manor of Malham belonged to Bernulf the Saxon and in the Domesday Survey is shown as belonging to William de Percy. It was he who, about 1150, granted Malham Tarn to the Monks of Fountains Abbey, and it remained in their ownership until the dissolution of the monasteries by Henry VIII. The Manor of Malham appears to have belonged to a family of the same name, who were mesne lords there for some years. They were officers in the royal cause during the Civil Wars, and their estates were alienated to the Listers, later represented by the noble house of Ribblesdale. It was the first Lord Ribblesdale who built Malham Tarn House about 1790. The estate came into the Morrison family in 1852 and remained with them until 1928, and in 1929 it was acquired by the present owner. Waterhouses Farm is no doubt of very old origin, as the keepers of the monks' fisheries were established here soon after the Abbey acquired the Tarn in the XII. Century, in fact all the houses in Malham and near Malham House comprising the farms on Fountains Fell as they now stand, have a traditional history. The oldest appears to be Middle House, and it is said that here took place the famous marriage of Martin Knowles and Dorothy Hartley, privately celebrated by Oliver Cromwell in person and attested by him. The entry of which appears in the Kirkby Malham Church register for January 17th, 1655.

In 1858 Charles Kingsley was the guest of Mr. Morrison at Malham Tarn House and it was his association with Malham and Malham Tarn that inspired his immortal writings already mentioned.

## Topographical Note

MALHAM Tarn is situated in the shelter of that stupendous lime-stone barrier of towering crags which extends from Ingleton eastwards to Wharfedale and forms what is known as the Mid-Craven Fault, and which at Malham culminates in two of the most magnificent scenic wonders in the north of England—The Cove and Gordale Scar. This natural amphitheatre of towering hills and rocks protects the place from every gale, but it is open to the south, and so at all seasons receives the full advantage of the sun. The air is mild yet bracing, and it must be exceptionally pure as arctic plants have survived here with surprising vigour from the time of the ice age through all the atmospheric changes of un-numbered aeons: in fact, in flowering plants, mosses and lichens, the district abounds in great variety, and there are some species of the latter which have not been found elsewhere, such as *Verrucaria Malhamenses*, which is to be found on the damp shady rocks near the ground.

In bird life too the district holds great interest. Around the Tarn can generally be seen the water hen, flocks of teal and cootes, and sometimes mallards. The grebe and marsh-loving red shank are said to nest regularly in the vicinity, and at least on one occasion, the record has it that the tufted duck was seen to nest there. The ring ouzel, wheatear, partridge, snipe, red goose, golden plover, dunlin, lapwing, and curlew also frequent the adjoining moors. As to shrubs and trees, it would appear that laburnum, lilacs, and alpine rhododendrons do very well. The gardens round the house are well stocked with a variety of hardy shrubs and flowering plants, amongst the latter may be observed the ash-white rays of the edelweiss, the national flower of Switzerland and native of the high Alps. The feature of the whole property, of course, is the radiant expanse of water that is Malham Tarn, and where just below the stream sinks in the fissured limestone to tumble away through unknown caverns until it emerges once more at Aire Head and at the foot of the stupendous walls of Malham Cove. The finest view can be obtained passing to the rear of the house and ascending the cart road about 300 yards until in sight of the two cairns on Thoragill Fell; looking back one sees the whole of the Tarn, while far beyond stretch moor and mountain as far as the familiar cones of Flasby Beacon and Ingleborough, and near at hand the stern front to Penyghent. Fountains Fell stands at one's back, rising to over 2,000 feet, and the Parson's Pulpit, Highmark, and Kirby Fell all have their place in the magnificent panorama.

## Notes and General Remarks

INSPECTION.—These Particulars will permit to view by permission of the respective tenants, and intending Purchasers are asked to contact the keeper, Mr. Usher, at his cottage near the Home Farm when viewing (Tel. Malham 231).

SITUATION.—Malham Tarn is one of the best-known sporting and agricultural properties in the West Riding of Yorkshire, situated about three miles north of the village of Malham, six miles from Settle, and twelve miles from Hellifield. The Estate and district are full of historical interest and a few notes have been given in the previous pages.

MARKETS AND VILLAGE.—Weekly Market, Tuesday at Settle. Malham village has post office, hotels, telephones, and shops.

THE HOUSE is a comfortable residence in Italian style of architecture, beautifully placed overlooking the tarn and lying amidst magnificent scenery. It is in no way over-large, but just that comfortable size which can accommodate a shooting party without undue difficulties of expense, management, or up-keep.

THE MOORS.—These are easy of ascent and provided up to their summits with excellent estate roads. There are two luncheon rooms at convenient positions on the moors.

THE SHOOTING.—The land with Malham House and Waterhouses Farm, together with the the adjoining moors extends over 10,654 acres and comprises some of the best grouse shooting in the West Riding. Full details and figures as to shooting bags are given in the particulars. There is no record of wild duck, but a considerable number can be reared on the lake. The fishing, too, is superb, and this also is described more fully elsewhere. As has already been pointed out, the joy of this property lies in the fact that the sport can be enjoyed completely for its own sake, and the property has nothing of the attendant worry of land ownership. The burning of the moors is in the hands of the Vendor which is a great asset. They have been well and carefully burnt in past years and are in good condition.

MANORS.—Included with the Estate are the manorial rights over the area already referred to and over a further area of 2,100 acres. These are quite apart from the shooting rights already referred to.

THE SOIL.—This is principally limestone and provides excellent sheep pasturage for which the district is famous.

WATER SUPPLY.—Malham Tarn House and the adjoining buildings are supplied by gravitation from the hills.

THE WOODLANDS AND PLANTATIONS are conveniently placed for shelter and stocked with well-grown larch, sycamore, ash, and other trees.

MINERALS.—All minerals underlying the property belong to it and also the mineral rights under the land over which the proprietor has the shooting rights and the manorial rights already referred to. The minerals include limestone, lead ore, and calamine, and the owner has full rights at all times to win, work, get and carry away the same subject to reasonable compensation to the owner of the land where the surface does not belong to the Vendor.

OUTGOINGS.—The only outgoing payment on the property is a fish doles charge of 15s. 0d. per annum.

FURNITURE.—The Purchaser of the Estate will be given the option to purchase a large portion of the furniture already in the house at valuation.

## Stipulations

(Which shall be deemed to form part of the Conditions of Sale under which the property will be offered)

1. SALE PARTICULARS.—The Plan and Particulars are based on the Ordnance Survey, and are believed to be correct, but are given only as a guide to intending purchasers, and are not guaranteed.

2. RIGHT, OUTGOINGS, AND EASEMENTS.—The property is sold and will be conveyed with the benefit of and subject to all rights of way, wayleaves, water, sewerage, support, light, and other easements and quasi-easements (if any), and to all outgoing or charges connected with or chargeable upon it whether mentioned in these Particulars or not. Except where otherwise specified in the Particulars, the estate is sold or retained with the benefit of and subject to any easement or quasi-easement affecting the same whether mentioned in the Sale Particulars or not including all the rights for the continuance of any means of supply (where these exist) of water, light, or electricity as at present existing together with all necessary rights of access for maintenance renewal and repair, and the conveyance of the estate shall contain such reservations and covenants as the Vendor's solicitors deem are necessary or expedient for their protection in connection with these Stipulations, and such exceptions and reservations.

The water supply to the Mansion is from a reservoir on High Tren House Farm and the Vendor is liable to maintain this reservoir and the pipelines from it, and has a reciprocal right at all reasonable times to enter on to the lands of High Tren House Farm with or without carts for the purpose of inspecting, cleaning, repairing and renewing the said reservoir and pipeline.

There is a supply of water from the overflow of Malham Tarn to a trough on Malham Lings and the owner of Malham Lings has a right to draw water from Malham Tarn but the Vendor may restrict this supply to a maximum of 300 gallons per day. The pipelines to the trough shall be kept in repair by the owner of the Malham Lings land who shall have the right to enter on the land of the Vendor for the purpose of repairing, maintaining the said pipeline.

Under an Agreement dated 14th January, 1903, and made between the late Mr. Walter Morrison and Mr. Ingham a supply of water from the overflow of the reservoir on High Tren House Farm is taken in a pipe to Chapel Fell and a rent of 1s. 0d. per annum is paid. This agreement can be determined by giving three calendar months notice in writing. The original can be inspected at the offices of the Auctioneers and will be produced in the Sale Rooms at the time of Sale, and the Purchaser shall be deemed to have due notice of the contents thereof.

3. APPORTIONMENTS, BOUNDARIES, ETC.—For the convenience of purchasers, Outgoings are approximately shown, and the Vendor shall not be liable to cause formal apportionments to be made. The purchaser shall be deemed to have knowledge of the boundaries of the Estate, but if any dispute shall arise between the Vendor and the Purchaser as to the ownership or position of any boundary or any point whatsoever arising out of these Particulars, the matter in dispute shall be referred to the arbitration of Mr. S. E. Denman, B.Sc., P.A.S.I., of Messrs. Jackson Stoops & Staff, Survey House, 15, Bond Street, Leeds 1, whose decision will be conclusive and binding on all parties and whose costs shall be paid as he may decide, and all parties shall accept as final the awards of the said arbitrator.

4. PRIVATE ROADS.—The purchaser shall take over all the Vendor's rights and liabilities in any watercourses or private or other roads leading to or adjoining the property.

5. CULTIVATIONS.—The descriptions of the cultivations of the lands are believed to represent their present state, but are not intended to determine which lands are arable and which are pastoral within the meaning of the term of tenancy conditions, and such descriptions shall not affect the right of any tenant or tenants to alter such cultivation, or to compensation for laying down lands to permanent pasture. The sale of the Estate and the description thereof is subject to all notices directing ploughing up of grassland issued by the War Agricultural Committee or other body under the Emergency Legislation, and the Vendor shall be held in no way liable for the operation or effect of these orders or any claims that may from time to time arise therefrom.

6. FIXTURES.—All such fixtures as are usually denominated Landlord's fixtures and belong to the Vendor are included in the sale, but tenant's fixtures whether mentioned in the Particulars or shown on the Plan or not are expressly excluded.

7. TOWN PLANNING.—The Estate is sold subject to all the pre-war and war-time legislation and also to any Town Planning Schemes now or hereafter affecting same, or any building or improvement lines prescribed by the County Council or any competent authority.

8. ORDER OF SALE.—The Vendor reserves the right to sell the whole Estate or any part thereof before the auction, or to withdraw the whole or any part thereof without declaring the reserve price.

9. TIMBER.—All timber or timber like trees are included in the sale of the Estate.

10. SHOOTING AND FISHING.—The extensive sporting is in hand except for some small portions let to neighbours as shown in the Particulars and the benefit will pass to the Purchaser. The fishing on the Tarn is let on a temporary basis for this season only.

11. ACCOMMODATION AND APPROACH ROADS, CARTWAYS, BRIDLE ROADS, AND FOOTPATHS.—The estate is sold subject to and with the benefit of any existing Rights of Approach, Car, Carriageway, Cartway, ingress and egress whether or not they are shown on the Plan herein embodied or referred to in the Particulars that may now be enjoyed over any or all accommodation or approach roads, cartways, bridle roads, or footpaths. Where not repairable by any County or Local Authority the owner enjoying the aforementioned rights or any similar rights referred to in the Particulars, shall contribute to the cost of repairs and maintenance of the affected ways in proportionate sums according to the usage made of such ways or according to the terms of any existing arrangement or custom.

12. ORDERS BY LOCAL COUNTY AND PUBLIC AUTHORITIES.—Any requirements or orders which are or may be made or reserved by the local County or public authorities affecting the whole or any part of the Estate shall be complied with by the Purchaser whether mentioned in these Particulars or not, and the Purchaser shall keep the Vendor indemnified against the same.

### Mode of Offering

The Estate will be offered as a whole.

### Schedule

Page on Plan	Colour	Description	Tenant	Area A. R. P.	Rent £ s. d.
6	Red	Malham Tarn House, the Tarn, Stables, Garages, Gardens, Grounds, etc. ...	In hand ...	315 2 21	Est. 350 0 0
		Keeper's House ...	Service Tenancy ...		Est. 10 8 0
		School House ...	Mr. J. Chapman ...	24	10 8 0
		School ...	School Managers ...		1 0 0
		Rooms over School ...	Miss Smith ...		6 10 0
		Cottage ...	Mr. T. S. Thornley ...	1 22	10 8 0
		Under-Keeper's Cottage ...	Miss Hillary ...	38	10 8 0
		Cottage ...	Mr. J. Carr ...	1 22	13 0 0
		Land ...	Mr. W. Towler ...	16 0 0	1 10 0
		Land ...	Mr. H. Coates ...	125 5 21	19 0 0
9	Red	Waterhouses Farm ...	Mr. A. M. Harrison...	409 1 6	140 0 0
10 & 11	Blue	Shooting—proprietary right over Blackhill ...	Mr. Ingham ...		3 0 0
10 & 11	Blue	Shooting—proprietary rights on Malham Moors and fishing in the burns ... (Rights extend over 9,786 acres, including the area above let to Mr. Ingham)	In hand ...		Est. 1,050 0 0
		Lord's Rents ...	...		1 17 10½
		Wayleaves ...	G.P.O. ...		10 0
				<u>868 1 34</u>	<u>£1,627 19 10½</u>

20,000.

Coloured Red on Plan

Area 868 acres 1 rood 34 perches

PARTICULARS OF THE RENOWNED SPORTING AND  
RESIDENTIAL ESTATE OF

# Malham Tarn

In the Craven District of the West Riding of Yorkshire  
between Settle and Skipton

## THE RESIDENCE



Malham Tarn House

**SITUATION.**—In an enchanting position, sheltered on the north and east by the heights of Penyghent and Fountains Fell and the Moors of Malham, open to the south, overlooking the broad expanse of Malham Tarn. The House enjoys a maximum amount of sunshine and is most conveniently placed for the fishing as it is actually on the banks of the lake, about 150 yards from the water's edge. The approach is by a long drive from east to west through avenues of trees and a lane terminating in a carriage sweep in front of the House.

**STRUCTURE.**—Designed partly in the Italian style of architecture with a predominating tower. The property is solidly built in stone with a slate and lead roof. There is a tessellated paved verandah having a glassed roof supported by columns on stone pedestals, which runs along

the south side of the Hall. Entering through a massive oak-panelled door into the paved Lobby Hall one approaches through another oak swing door to the

**GROUND FLOOR**, on which is found :

**Inner Hall** having a paved floor, oak fittings, and decorated cornice and frieze, and leading to Smoke Room, 18ft x 18ft. Another swing door gives access to the

**Staircase Hall**—With tessellated paved flooring and giving access to a Cloakroom fitted with two lavatory basins (hot and cold), and w.c.

The well-lighted lofty suite of Reception Rooms include :

**The Library or Drawing Room.**—Overlooking the Tarn, 36ft x 21ft inclusive of bay window, with fitted polished oak floor, deep circular bay and two casement windows (opening to the carriage sweep), and deep fireplace with variegated marble mantelpiece.

**Dining Room.**—Oriented to the south and overlooking the Tarn, it measures 30ft x 28ft, with fitted polished oak floor, deep circular bay, and fireplace with stone and carved oak mantel.

**Business Room.**—16ft x 16ft, with two fitted closed cupboards and open fireplace with carved oak overmantel.

**Domestic Quarters** are shut off from the principal apartments by a swing door. They include Housekeeper's Room with modern fireplace, well-lighted Kitchen fitted with Esse cooker, a cupboard and dressers; Scullery with sink, hot and cold, and range of cupboards and independent boiler for heating water supply; Larder, China Pantry, Butler's Pantry with sinks (hot and cold), china cupboards. Servant's Hall with fireplace. Housemaid's cupboard.

**Good Dry Cellarage** including Meat Cellar, Refrigerator Lobby, Beer Cellar, Lamp and Boot Room, Furnace Room with boiler for heating radiators and pipes, Coal and Coke Store with chute from ground floor level, Wood Cellar with bins, and a Mineral Cellar.

**The Out Premises include** Coal Store, Oil Store, Boot Hole.

**ON THE FIRST FLOOR** are the principal Bed and Dressing Rooms, which are reached by a wide stone staircase with oak hand-rail, and also a secondary staircase in oak. The suites are conveniently arranged as follows :

**East and South East Wing.**—Bedroom (known as the Tarn Room), about 18ft 6in x 20ft, inclusive of deep window bay, with fireplace having a marble mantel. Dressing Room adjoining, with fireplace, Single Room adjoining, and a Double Bedroom (known as the Cliffe Room), measuring 18ft x 18ft 6in, and fitted with fireplace. Bathroom adjoining with bath, w.c., and lavatory basin.

Reaching from a corridor are :—

Bathroom with bath (hot and cold), lavatory basin, w.c. Another Bedroom (south), about 16ft x 14ft 6in, with fitted fireplace and hanging cupboard.

A swing door gives access to the

**West Wing**, which contains modern Bathroom with closed-in bath, w.c., and lavatory basin, adjoining Double Bedroom, 27ft x 22ft (south).

Bedroom (West).—About 16ft 6in x 15ft 6in, with fireplace and two fitted cupboards.

Single Bedroom with fireplace.

Heated Linen Cupboard.

Second Bathroom with bath and lavatory basin.

A corridor leads to the Servants' Bedrooms including Two Double Bedrooms, Housemaid's Closet, and w.c.

**ON THE SECOND FLOOR** there are two Attics and Tank Room storing three tanks.

**SERVICES.**—Drainage is on the irrigation system discharging into close pasture, Ordnance No. 220.

Water gravitates from a spring to a reservoir storing 15,000 gallons and is then piped to tanks at the back of the House.

**HEATING.**—Most of the rooms and corridors have radiators and pipes. Electric bells are fitted in the principal bedrooms, communicating with the domestic offices, where there is an indicator board.

**THE STABLING AND GARAGE PREMISES** face a cobbled paved yard and are solidly constructed of stone. The accommodation comprises Heated Garage for Four Cars (with inspection pit), Five Men's Rooms (central heated) with Two spacious Lofts, Bathroom with bath, lavatory basin, sink, and w.c. Covered Wash Box, Harness Room with boiler for heating garage and gun room. Gun Room heated by pipes, second large Stable for Five, and Two Loose Boxes.

Detached is a set of stone buildings including Engine House with 8 h.p. light engine, and Battery Room. There is a w.c. and Petrol Store. A short distance from the Hall is a range of stone-slated stables, now used as laundry, and comprising Wash House with pump and copper, Ironing Room, Two Hay Sheds, Four Loose Boxes, Joiners' Shop, Cart Shed, Timber Store, and Paint Shed.



The Estate Cottages

**COTTAGES—**

(1) **The Under-Keeper's Cottage** occupied by Miss Hillary as tenant on a monthly tenancy at 4s. 0d. per week. This is situated on the drive to Malham Tarn and is built of stone and slate. The accommodation includes three Bedrooms, Living Room, Sitting Room, Scullery, and Wash-house. Water is from the Mansion supply. Outside are Boiler House, Three good Kennels with Yards, and a detached Hen House.

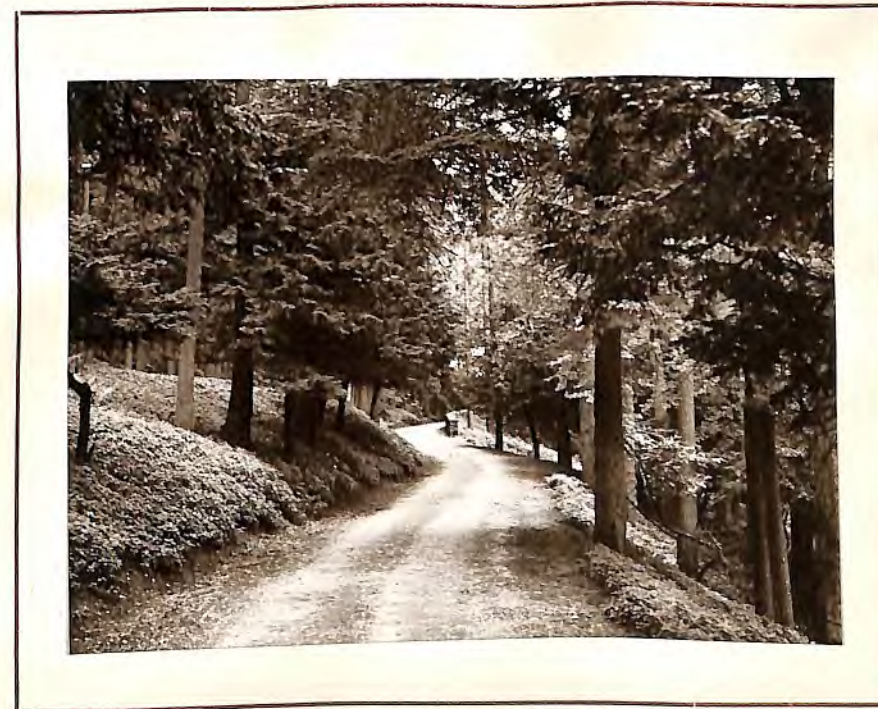
(2) **Keeper's Cottage.**—Occupied on a service tenancy also faces the drive and is an excellent structure of stone and slate containing Three Bedrooms, Living Room, Scullery, and Pantry, Store. Out Office, Kennels, and w.c. Water is from the Mansion house supply.

(3) **School and School House.**—The former containing Classroom with Two Rooms over. The Classroom let to the School Managers at an acknowledgment rental of £1 per annum, and the two rooms to Miss Smith, furnished, on a monthly tenancy at 2s. 6d. per week. The School House has Two Bedrooms, Kitchen, Scullery, Pantry, and Out Offices, and is let to Mr. Chapman on a monthly tenancy at 4s. 0d. per week.

(4) **Gardener's Cottage.**—A capital structure in stone and slated roof, mullioned windows, situated near the Waterhouses Farm, and containing Three Bedrooms, Kitchen, Pantry, Scullery, Coal House, and w.c. There is a water supply from the Mansion. The Cottage is let to Mr. Thornley on a monthly tenancy at 4s. 0d. per week.

(5) **Shepherd's Cottage.**—Is let to Mr. J. Carr on a monthly tenancy at 5s. 0d. per week. It stands on the road leading to Malham Tarn and contains Kitchen, Dairy, Scullery, Mess Room, Three Bedrooms, and Out Offices. Outside there is a Coal House, Pig Hole with Loft, and w.c.

**THE GARDENS.**—These are designed in simple old-world style and are most inexpensive to maintain. They are beautifully planned with sloping lawns leading down to Malham Tarn. They are sheltered by natural beech, larch, oak, and sycamore woodlands which rise to a great height, from which a fine view over the lake is obtained. To the north-east of the residence is a small kitchen garden. Malham Tarn itself extends to 153 acres and is the charming central feature of a very delightful property. There are two substantially-built Boat-Houses on its shores.



The Approach to the House from the west

THE CAPITAL SHEEP AND STOCK FARM

known as

**WATERHOUSES FARM**

**SITUATION.**—North-west of Malham Tarn, the House stands above the lake.

**THE FARM HOUSE.**—A stone and slate house with Four Bedrooms, Bathroom, w.c., Sitting Room, Living Room, Estate Office, Scullery, Dairy, Coal House, and outside w.c.

**The Outbuildings include** House for acetylene gas purifier, and a good Garden. The House stands in good Garden, and the water supply is from the Mansion.

**FARM BUILDINGS.**—In stone and slate, including Garage, Provender Room, Storeroom, Estate Store, Straw Barn, Two-stall Stable and Loose Box, Hay Shed, Shippons for Thirteen, Silo, Hay Barn, Bull Hole, Calf Shippons with lyings for Thirteen, Loose Box, Butcher's Shop, Pig Hole. There is an old stone and slated Smithy in the field opposite used for lambing.

At **Newbarn Buildings** there is a Hay Barn with Shippon for Six cows, another Shippon for Eight stirks, Mowstead, and Two Baulks over shippons.

At **Stangill Barn Buildings** there is a Barn with Mowstead and Shippon for Eight cows and Baulks over. A lean-to Shippon for Five stirks, and a covered manure Shed.

**THE LAND** extends approximately to 409 acres, all in a ring fence, and runs up behind the Steading and House into the hills. There is limestone sub-soil and the property offers good pasturage for sheep and cattle. It is an old-established farm and the pastures have been renowned from time immemorial.



Waterhouses Farm

#### VACANT POSSESSION

Will be given of the Mansion, Grounds, Stabling, Lake, and properties in hand, and the shooting and fishing rights, subject only to the service occupations. The farm lands and other cottages are sold subject to the existing tenancies (Note the fishing on the Tarn is let temporarily for this season).

#### THE SHOOTING AND FISHING

The perpetual shooting rights over Malham Moor, extending to approximately 9,786 acres, are shown coloured blue on the Plan. Certain additional areas are rented, viz. :—

**Armistead's Farm**—Rented from Mr. Garnett at £10 per annum on lease until the end of April, 1953.

**Scoska and West Moors**—Rented from Captain Walker on lease until February 15th, 1946, at £35 per annum.

There are two small sections of the land over which the proprietor has the perpetual shooting rights where he has let off these rights; one is an outlying separate section known as Black Hill, which is let to Mr. Ingram at £3 per annum. The other is a small portion on the boundary which is shot by the adjoining owner, Miss Hammond, on a mutual arrangement whereby the present proprietor of Malham shoots over a small allotment of Miss Hammond's land in return. As is well known, the Malham Moors offer some of the best grouse shooting to be found anywhere in the country. They are well butted and the butts are in good condition. They are easy of approach and well-roaded. The rights of shooting are exercised subject to the rights of the owners or tenants of the farms to graze the land and to farm the property in accordance with the usual practice and rules of good husbandry, and to the existing sheep stints. The tenant farmers and owners of the farms are liable to prevent trespass over the land over which the rights of sporting are exercised and shall give to the proprietor such facilities for sporting as are usually recognised to be enjoyed by sporting tenants consistent with the agricultural custom of the district as to pasture and feeding stock. The burning of the moors is in the hands of the Vendor (see page 3).



Looking across the Tarn towards Great Close Scar

#### A SELECTION OF SHOOTING BAGS

Year	Grouse	Rabbits	Sundries
1910 ...	2,022	265	12
1913 ...	2,684	47	93
1917 ...	2,931	195	69
1926 ...	2,780	1,313	134
1930 ...	1,417	3	39
1933 ...	1,934	—	83
1934 ...	2,228	3	96
1936 ...	2,145	7	56
1938 ...	1,433	5	12

There are two good Luncheon Rooms on the moors in convenient situations. The sundry game killed include pheasants, partridges, snipe, blackgame, teal, golden plover, etc. There is no record of wild duck, but considerable numbers can be reared on the Tarn. The above scheduled bags do not include game shot for the house by the keeper. The rough or low ground has only ever been lightly shot and much larger bags of pheasants and partridges can be obtained.

**FISHING.**—Apart from Malham Tarn, the owner has the perpetual rights for fishing in the whole of the burns on or about the moors over which he has the shooting. The key of the fishing, however, is Malham Tarn. When the Tarn was first stocked with fish is not known, but that it contained fish early in the XII. Century is evident by the terms of the original grant of the water by the younger Percy, as before stated, to the Monks of Fountains Abbey :

*“ Sciant omnes, etc., quod ego Will'mus de Perci, d.c. et presenti carta mea confirmavi Deo et S'ciae Mariae et Monachis de Fontibus (inter alia) Malewater, et. piscariam in eadem aqua in puram et perpetuam eleemosinam.”*

The historian Craven says : “ The inexhaustible store of excellent trout and perch with which the lake has always abounded must have converted the fasts of that house (Fountains Abbey) into the most delicious and elegant refectations.”

Some typical kills are as follows :—

Year	Silver Trout	Yellow Trout
1910	32	81
1912	34	81
1913	12	80
1914	22	35
1924	15 (average 1.4 lbs)	25 (average 2.13 lbs)
1925	10 (average 1.4 lbs)	23 (average 2.14 lbs)
1926	16 (average 1.9 lbs)	30 (average 2.14 lbs)
1930	39	38
1931	55	24
1932	5	43
1933	10	58
1934	15	45
1935	8	90

There is all the necessary equipment for breeding a considerable number of trout in the hatcheries near Malham Tarn. As will be seen from the above records, the waters have never been over fished.

SCHEDULE

Field No.	Description	Area			Remarks
		A.	R.	P.	
216	Plantation ... ..	4	3	4	In Hand.
218	House and Grounds ... ..	28	2	10	
218a	Plantation ... ..	3	1	7	
219b	Buildings and Yard ... ..	1	14		
219c	Garden and Plantation ... ..	1	20		
221	Marsh and Woodland ... ..	68	3	20	
221a	Marsh ... ..	4	3	0	
221b	Woodland ... ..	5	3	4	
222	Lake ... ..	153	3	0	
222a	Plantation ... ..	9	0	0	
233b	Plantation ... ..	11	3	18	
236b	Rough Wood ... ..	3	3	10	
87c	Plantation ... ..	4	0	0	
219a	Meadow ... ..	2	1	30	
220	Pasture ... ..	8	2	10	
245	Meadow (est.) ... ..	5	0	0	
Pt. 223	Keeper's Cottage ... ..	1	22		
223b	Cottage and Garden ... ..		12		
226b	School House and Cottage ... ..	24			Let to School Managers, Mr. Chapman and Miss Smith
233c	Cottage ... ..	38			Let to Miss Hillary.
Pt. 223	Cottage ... ..	1	22		Let to Mr. T. S. Thornley
Pt. 209	Pasture (est.) ... ..	16	0	0	Let to W. Towler.
Pt. 223	Cottage ... ..	1	22		Let to Mr. Carr.
Pt. 87a	Rough Pasture (est.) ... ..	65	0	0	Let to Mr. H. Coates.
Pt. 156	Rough Pasture (est.) ... ..	7	3	0	
158	Rough Pasture ... ..	26	2	21	
Pt. 157	Pasture and Marsh ... ..	27	0	0	
168	Meadow ... ..	3	1	8	Let to A. M. Harrison on an annual tenancy at £140 per annum.
220a	Meadow (est.) ... ..	3	0	0	
224	Meadow ... ..	3	10		
225 & 337	Farm House and Garden ... ..	3	1		
226a	Meadow and Building ... ..	2	0	26	
227	Pasture ... ..	4	2	14	
228	Pasture and Building ... ..	2	2	0	
229	Pasture ... ..	22	1	10	
230	Pasture and Buildings ... ..	2	0		
232	Pasture ... ..	4	1	30	
233a	Pasture ... ..	33	1	0	
234	Stangill Fell (Rough Pasture) ... ..	89	1	2	
235	Turf Hill (Pasture) ... ..	53	1	18	
236A	Pasture ... ..	11	0	0	
238	Meadow and Building ... ..	9	0	6	
239					
240					
241					
241	Pasture ... ..		28		
242	Meadow ... ..		3	0	
243	Great Hill (Pasture and Meadow) ... ..	67	3	30	
244	West End (Pasture and Meadow) ... ..	84	3	20	
246	Meadow, etc. ... ..	5	2	17	
247 & 248	Meadow ... ..	5	3	16	
249	Meadow and Buildings ... ..	3	3	10	
		868	1	34	



## Special Conditions of Sale

1. The property is offered for sale subject to the Stipulations prefixed to the Particulars of Sale and to the following Special Conditions and to the Law Society's Conditions of Sale (1934 Edition) so far as the same are not inconsistent with the said Stipulations and the Special Conditions and in case of any variance or inconsistency the said Stipulations and the Special Conditions shall prevail. A print of the Law Society's Conditions of Sale will be produced at the Sale and may be seen at the Vendor's Solicitors' office during office hours on any week day (except Saturday) prior to the Sale.
2. The deposit shall be ten per cent. of the purchase money and shall be paid to the Auctioneers as Stakeholders.
3. The purchase shall be completed on the 11th day of November, 1944, at the office of the Vendor's Solicitors, Messrs. Hunters, of New Square, Lincoln's Inn, London, W.C.2.
4. (1) If from any cause whatever other than the wilful default of the Vendor the completion of the purchase is delayed beyond the date fixed for completion the balance of the purchase money shall bear interest at the rate of £5 per cent. per annum from the date fixed for completion to the date of actual payment thereof.  
(2) This Condition shall take effect in substitution for Clause 7 of the Law Society's Conditions of Sale.
5. The title shall commence as follows:—
  - (a) As to the bulk of the property and rights with a conveyance on sale dated the 8th day of May, 1929 (hereinafter called "the main conveyance").
  - (b) As to a small portion of the property with a conveyance on sale dated the 30th day of April, 1928.
6. The Vendor is selling as beneficial owner.
7. The Vendor shall not be required to furnish any information with regard to any of the Manors or reputed manors included in the sale or to distinguish the manorial rights appertaining to the different Manors or reputed Manors.
8. The sporting rights over Malham Moor are described in the main conveyance as follows:—

"The exclusive rights (but subject to the reservations contained in the conveyance of the 2nd day of February, 1871, hereinafter referred to) with friends servants and others of shooting sporting and fishing on and over the hereditaments shown on the said plan and thereon coloured green (but subject to the statutory rights of the occupiers of such hereditaments as regards ground game) and of catching all manner of game hares rabbits wild fowl and fish together with all rights of access and other rights and facilities necessary or incidental to the exercise in a proper sportsmanlike way of those rights (including the exclusive right of burning the heather and the right to cleanse the becks and perambulate the banks thereof for the purpose of fishing) in the manner in which the same have heretofore been exercised and enjoyed so far as is consistent with the agricultural customs of the district as to pasturage and feeding stock."

and shall be conveyed (subject as hereinafter mentioned) to the Purchaser by a similar description (*mutatis mutandis*) and subject to such reservations as aforesaid so far as the same are now subsisting. The Vendor shall not be called upon to trace the origin of such rights, and the Purchaser shall conclusively assume without requisition or objection that (subject to such reservations as aforesaid so far as the same are now subsisting and subject also as hereinafter mentioned) the same are vested in the Vendor.
9. The said conveyance of the 2nd day of February, 1871, contained reservations to the then Duke of Devonshire his heirs and assigns of sporting manorial and other seigniorial rights, but none of these rights have been exercised during the last forty years and upwards, which fact can, if the Purchaser so desires, be established by a statutory declaration made at his expense.

A copy of the said conveyance may be inspected at the said office of the Vendor's Solicitors or at the office of the Auctioneers at 15, Bond Street, in the City of Leeds, in office hours during the fourteen days previous to the Sale, and the Purchaser, whether or not he avails himself of that opportunity, shall be deemed to purchase with full knowledge of the contents thereof.

10. After the date of the main conveyance it was claimed by the Vicar and Churchwardens of Arncliffe with Halton Gill that the shooting and sporting rights over a small portion of Malham Moor (forming part of the hereditaments shown and coloured green on the said plan annexed to the Main Conveyance) belonged to them. In order to avoid dispute the Vendor purchased the rights so claimed and the same were conveyed to her by a conveyance dated the 4th day of February, 1931. The Purchaser shall conclusively assume that by virtue of one or other of the said conveyances the shooting and sporting rights over the said portion of Malham Moor are vested in the Vendor, but shall be entitled, if he so desires, to have the same conveyed to him by the description contained in the said last-mentioned conveyance.

11. After the date of the main conveyance it was claimed by one William Abraham Garnett and his wife that the shooting and sporting rights over a further portion of Malham Moor aforesaid known as Cow Close Top and containing 30 acres, 2 roods, 29 perches, or thereabouts belonged to them. In order to avoid dispute, the Vendor took a lease from the said claimants of such shooting and sporting rights as aforesaid for a term of 21 years from the 2nd day of February, 1931. There were also included in the said lease the shooting and sporting rights over certain other property adjoining Cow Close Top aforesaid on the north side thereof. In the Conveyance to the Purchaser the Vendor will assign to him the shooting and sporting rights so demised by the descriptions contained in the said lease for the residue of the said term subject to the payment of the rent and the performance and observance of the covenants reserved and contained by and in the said lease, and will convey to him all such estate and interest as she may have and convey (subject to such reservations as aforesaid) in the *reversion expectant* on the determination of the said lease in the shooting and sporting rights over Cow Close Top aforesaid, and the Purchaser shall accept an assurance in this form without requisition or objection.

12. Under a Tenancy Agreement dated the 15th day of January, 1930, and subsequently extended from time to time the Vendor's husband has the sole right of shooting over Rylands West Moor and Big and Little Scoska Moors for a term expiring on the 1st day of February, 1946, at a yearly rent of £35 and subject to the covenants therein contained. If the Purchaser so desires, the Vendor will use her best endeavours to procure from her said husband an assignment to her of the benefit of the said agreement at the cost in all things of the Purchaser, and will (if such an assignment is procured) in the conveyance to the Purchaser herself assign the said shooting rights to him for the residue of the said term subject to the payment of the rent and the performance and observance of the covenants and conditions contained in the said agreement, but in that case the Purchaser shall raise no objection or requisition based on the fact that the assignment to the Vendor is voluntary.

13. By a deed dated the 8th day of July, 1929, the previous owner of the Malham Tarn Estate assigned to the Vendor the benefit of certain covenants (entered into by the persons therein named who had purchased from him certain portions of the said estate with the exception and reservation of the sporting rights thereover) for the preservation of such sporting rights, which he subsequently assured to the Vendor. In the conveyance to the Purchaser the Vendor will, if the Purchaser so desires, assign to him so far as she lawfully can and may the benefit of the said covenants and the right to enforce the same, but the Vendor shall not be called upon to abstract or produce any of the instruments containing such covenants.

14. There were included in the main conveyance all mines and minerals (except such as were reserved by the said conveyance of the 2nd day of February, 1871) within under and upon the land shown on the plan annexed to the said first-mentioned conveyance and thereon coloured green with such powers in respect thereof as are in the main conveyance specified. The said mines and minerals (except as aforesaid and except also the coal and mines of coal vested in the Coal Commission by virtue of the Coal Act, 1938) and the said powers in respect thereof will be included in the conveyance to the Purchaser by the same description (*mutatis mutandis* and subject as hereinafter mentioned) as is contained in the main conveyance. With regard to the reservations contained in the said conveyance of the 2nd day of February, 1871, Condition 9 of the Special Conditions shall apply as if it were here repeated.

15. With regard to the mines and minerals (except as aforesaid) in and upon the small portion of Malham Moor referred to in Condition 10 of these Special Conditions and Cow Close Top aforesaid (referred to in Condition 11 of these Special Conditions) and the powers in respect thereof, there shall be assured to the Purchaser only such estate or interest therein as the Vendor has and can convey.

16. There were also included in the main conveyance the mines and minerals and mineral rights referred to in and conferred on the Vendor's predecessors in title by award of the Inclosure Commissioners in the year 1847, so far as the then conveying parties then had and could grant the same and not further or otherwise, and in so far as the same were not contained in the mines and minerals aforesaid. It is believed that the area referred to comprised lands the surface of which was (pursuant to such award as aforesaid) allotted to divers persons and enclosed in the year 1847, the minerals and manorial incidents remaining vested in the then Lord of the Manor. The Vendor is unable to define the position of the said lands or to say how much or what portions thereof are part of the land shown coloured green on the plan annexed to the main conveyance, but will include such mines and minerals and mineral rights as aforesaid in the conveyance to the Purchaser by a description corresponding with the said description contained in the main conveyance. The Purchaser shall not require the Vendor further to define the said lands or to produce the said Award or to give any information in relation thereto or to the said mines minerals mineral rights or manorial rights beyond what is stated in this condition.

17. The water supply to the Mansion House and premises is derived from a spring and reservoir situate at or near the points marked "J" and "K" respectively on the said plan annexed to the main conveyance, and the right of taking and using the same and the ancillary rights in connection therewith are described in the main conveyance. The said rights will be included in the conveyance to the Purchaser by a similar description, and the Purchaser shall conclusively assume that the same are valid and subsisting and shall raise no requisition or objection in respect thereof.

18. With regard to two small pieces of land included in the sale, namely (a) a piece of land containing three perches or thereabouts, and (b) a piece of land containing two roods and eleven perches or thereabouts, both situate in the village of Malham and shown coloured pink in the inset to the plan annexed to the main conveyance, the Vendor will convey only such estate and interest as she has and is able to convey therein. The said first-mentioned piece of land was formerly waste of the Manor and was enclosed some few years before the date of the said conveyance by the then Lord of the Manor, and the Vendor can produce no definite title to the said secondly-mentioned piece of land. The Purchaser shall accept such conveyance, and shall make no requisition or objection in respect of the Vendor's title or otherwise in relation thereto.

19. By the main conveyance the property therein comprised was assured to the Vendor for an estate in fee simple as regards such parts of the hereditaments as were of freehold tenure and as regards such of the hereditaments as were of leasehold tenure (if any) for all the residue of the terms under which the same are respectively held, and in the conveyance to the Purchaser habendum shall be similarly phrased. It is believed that the whole of the land offered for sale is of freehold tenure, but certain relatively and inconsiderable portions of the Malham Estate (which comprised property other than that now offered for sale) are believed to be leasehold held for long terms with about 400 years to run so far as can be ascertained. The rents payable in respect of these leaseholds appear to have been nominal or to have varied from a few pence to eighteen shillings or one pound. On the purchase by the Vendor, a statutory declaration was made by the Steward of the Malham Estate, who had held that position since 1897, that since that date no such rent had been demanded or paid, and no such rent had been demanded or paid since the purchase by the Vendor. In these circumstances, the Purchaser shall not require the leasehold portions (if any) of the property to be distinguished or any information to be furnished as to the leases under which any such leasehold portions are held, or as to the terms of years or rents for at which the same are held, or otherwise in relation thereto except such information (if any) as is offered by the muniments of title.

20. The property is sold and will be conveyed:—

- (a) Subject to the rights of the owners or occupiers of the land coloured green and hatched yellow on the plan annexed to the main conveyance to a supply of water from the overflow of Malham Tarn and ancillary rights in respect thereof as the same are described in the main conveyance.

- (b) Subject to the rights of the owners or occupiers of the land coloured green and hatched blue on the said plan to a supply of water from the same source as the same is described in the main conveyance.
- (c) Subject to but with the benefit of an agreement dated the 14th day of January, 1903, and made between Walter Morrison of the one part and William Ingham of the other part relating to the supply of water.
- (d) Subject as regards the hereditaments (if any) to which the same relates and the said conveyance of the 2nd day of February, 1871, and the reservations therein contained in favour of the Duke of Devonshire his heirs and assigns.
- (e) Subject exclusively and in exoneration of all other hereditaments charged therewith to the Fish Doles Charity of 15s. 0d. per annum payable to the Malham Tarn School Committee.
- (f) Subject to the covenants by a predecessor in title to the Vendor contained in a conveyance to him dated the 21st day of April, 1928 (regarding waste of water fencing and the laying down and maintenance of a pipe line), a copy of which is contained in the main conveyance so far as the same are subsisting and capable of taking effect and relate to or affect the property offered for sale.
- (g) Subject to the covenant by the Vendor contained in the said conveyance dated the 30th day of April, 1928, to maintain the boundary fence therein mentioned, and so that in the conveyance to the Purchaser the Purchaser shall covenant to keep the Vendor indemnified in respect of any breach of this covenant.

21. The Vendor shall not be required to enumerate or mark the various becks upon the property whereon the fishing rights are sold nor to give particulars of stone boundary fences or the ownership thereof nor as to footpaths and the rights of the public thereon.

22. The Purchaser shall not require the production of or investigate or make any requisitions or objections in respect of any part of the property offered for sale prior to the document which is by these Conditions made the root of title thereto whether the same shall appear to be in the Vendor's possession and power or not. Copies of the main conveyance and the plan annexed thereto and of the said agreement dated the 14th day of January, 1903 (referred to in Condition 20 (c) of these Special Conditions) may be inspected at the said office of the Vendor's Solicitors, or at the said office of the Auctioneers in office hours during the fortnight preceding the Sale and the Purchaser (whether he avails himself of that opportunity or not) shall be deemed to purchase with full knowledge of the contents thereof.

23. The property is sold and if and so far as required by the Vendors will be conveyed with the benefit of and subject to all rights of way wayleaves water sewerage support light and other easements and quasi-easements (if any) and to all outgoing or charges connected with or chargeable upon it whether mentioned in the Particulars or these Special Conditions or not, including all the rights for the continuance of any means of supply (where these exist) of water light or electricity as at present existing together with all necessary rights of access for maintenance renewal and repair and the conveyance to the Purchaser shall contain such reservations and covenants as the Vendor's Solicitors deem are necessary or expedient for her protection in connection with any such matters as aforesaid.

24. With respect to boundaries separating all or any part of the Estate from any property not belonging to her the Vendor sells only such estate and interest (if any) therein as she has power to dispose of and without her being under any obligation to specify the existence extent or nature of any such interest nor to convey any such interest expressly.

25. The Vendor shall not be required to obtain vacant possession from any Tenant service tenant or occupier who improperly remains in possession or to define or enumerate what are or are not landlord's fixtures and fittings on any part of the property.

26. The property is sold subject to the respective tenancies mentioned in the Particulars of Sale and the originals copies or counterparts of the leases or agreements relating thereto as are in writing will be produced at the Sale and may be inspected during the fortnight prior to the day of the Sale at the said office of the Vendor's Solicitors or at the said office of the Auctioneers during office hours. The Purchaser (whether availing himself of such opportunity of

inspection or not and whether making enquiries of the tenants or occupiers of the Vendor's Agents or not) shall be deemed to have full notice of all the rights of the tenants and occupiers respectively thereunder or by law custom of the district or otherwise and the contents and effect of all such documents and of all variations thereof whether written or verbal notwithstanding any partial incomplete or incorrect statement of such rights contents or variations or of the terms of the tenancies given in the Particulars or these Conditions or any inaccuracy in any such statement or any omission to state any variation. In any case in which the Vendor has no counterpart or copy of the lease or tenancy agreement or there is no written agreement or there has been any verbal or informal variation of the terms of any tenancy the Purchaser shall be satisfied with such evidence of the terms of the tenancy as the Vendor may be able to adduce and in case of variation between the Vendor's and Tenant's or Occupier's version of the terms of the tenancy occupation or the rights of the tenant or occupier each Purchaser shall accept the Vendor's version as correct.

27. Notwithstanding any and every mis-statement or inaccuracy or omission in the Particulars or these Conditions each Purchaser shall be deemed to buy with full knowledge of the condition of the property and in particular as to the cultivation water supply and drainage and as to the state of repair of all buildings and other erections and things thereon and as to the ownership of all fixtures. Any statement or the absence of any statement in the Particulars as to any outgoing easement or other matter affecting the property is not to be taken as a representation that nothing else affects the same. The property shall be at the risk of the Purchaser as from the date of the Sale and no compensation will be allowed to the Purchaser for or in respect of any notice to quit heretofore or hereafter given being or becoming void or any part thereof being or becoming untenanted or for or in respect of any other loss or deterioration caused otherwise than by the wilful act of the Vendor.

28. In making requisitions or objections to or on the title or evidence of title or the abstract or the Particulars or these Conditions the Purchaser shall strictly comply with the foregoing and also the following provisions, namely:—

- (a) He shall make no objection or requisition on account or in respect of (1) any lease or tenancy or notice to quit not being validly granted or given (2) any discrepancies between all or any of the following namely the acreages of lands mentioned in any lease or tenancy agreement and the acreage of lands occupied by any tenant and the acreage of lands mentioned in the Particulars as subject to such lease or tenancy agreement or (3) the whole or any part of the property being an encroachment upon or otherwise forming part of a highway.
- (b) He shall not call for any information or evidence not in the possession of the Vendor as to the origin or creation or nature of or property affected by any rent outgoing easement quasi-easement right of drainage or other right (whether specifically mentioned in the Particulars or these Conditions or in any Deed or Document of title or not) subject to or with the benefit of which the Estate is sold.
- (c) He shall not require the Vendor to procure the legal apportionment of or the concurrence of any party interested in any informal apportionment of any rent or other receipt or of any land tax redemption annuity (in lieu of tithe rent charge) rent or other outgoing nor to procure or give any indemnity against any portion of any informally apportioned outgoing. Freedom from land tax or tithe rent charge or redemption annuity shall be assumed unless the contrary is revealed and definitely proved and the Vendor shall not be required to provide or procure any evidence either that the property is or is not subject thereto beyond such evidence as she may have in her possession. The Auctioneers will where necessary and if required by the Vendor apportion rent or other payments or outgoings for the purpose of the Sale but neither the Vendor nor the Auctioneers shall be liable for any discrepancy between these informal apportionments and the sums subsequently demanded nor shall they be called upon by the Purchaser to make any informal apportionment which the Vendor may consider unnecessary or inappropriate.
- (d) He shall not require the Vendor to furnish any evidence or information as to or in reference to any fact or event which the Purchaser is by these Conditions required to assume.

- (e) No objection shall be taken (if such be the case) that before the Sale or before the date of actual completion of the purchase all or any part of the property or any right or privilege in connection therewith may have been or may be destroyed or damaged by enemy action or by the acts or proceedings of His Majesty's Forces or may have come into possession of His Majesty's Forces or may have been compulsorily requisitioned or otherwise taken over by any Government department or local authority and any such act or event shall not annul the sale or defer completion beyond the date fixed therefor or entitle the Purchaser to claim any compensation or other payment from the Vendor.
- (f) The Vendor shall not be required to state whether or to confirm or deny that the rent or rents payable or formerly payable under any lease or tenancy agreement (whether written or verbal) is the standard rent under the provisions of the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939. No requisition shall be made or objection raised as to the amount of such standard rent or that any rent now being or formerly paid is above or below the rent which a Purchaser may assume from information he obtains from any source whatever to be the standard rent or as to whether any tenancy is controlled or de-controlled.

29. Any information regarding the source and method of water supply to the Estate mentioned or indicated in the Particulars shall be accepted by the Purchaser as correct unless the contrary is proved by the Purchaser. No objection or requisition shall be made, whether or not the information as to the water supply to the Estate is discovered or assumed to be incorrect or is deemed insufficient.

30. The Vendor shall not be required to give any information other than appears in the Particulars hereof as to the source or method of water supply to the whole or part of the property or to prove its existence, or as to the existence maintenance or upkeep of any pipes springs wells or reservoirs of which the Purchaser may be informed or which he may assume to afford such water supply, or to show through or over what land the supply and any pipes and conduits in connection therewith run, or as to any rights easements and appurtenances in any way relating thereto. No requisition or objection shall be made on account of there being in or on the property any pipe or pipes springs wells or reservoirs through or by means of which water is supplied to any land not sold to the Purchaser.

31. The instalment of the contribution under the War Damage Act, 1943, payable on the 1st July, 1944, in respect of the Estate so far as the same is payable by the Vendor shall be apportionable as an outgoing of the property and for the purposes of apportionment shall be treated as payable in respect of the period commencing the 1st day of September, 1943, and ending the 31st day of August, 1944.

32. (1) The property is believed to be and shall be taken as correctly described as to quantity and otherwise and any error omission or mis-statement found in the Particulars Sale Plan or Conditions shall not annul the sale or entitle the Purchaser to be discharged from his purchase nor shall the Vendor or any Purchaser claim or be allowed any compensation in respect thereof Provided that nothing in this condition shall entitle the Vendor to compel the Purchaser to accept or the Purchaser to compel the Vendor to convey property which differs substantially whether in quantity quality tenure or otherwise from the property agreed to be sold and purchased.
- (2) This condition shall take effect in substitution for Clause 31 of the General Conditions.

# Memorandum of Agreement

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 1944,  
BETWEEN \_\_\_\_\_

(hereinafter called "the Vendor") by  
its Agents mentioned below of the one part and

(hereinafter called "the Purchaser") of the other part

WHEREBY it is agreed that the Vendor shall sell and the Purchaser shall purchase the  
property described in the accompanying Particulars at the price of

Subject to the accompanying Conditions of Sale and that the purchase shall be made and  
completed according to the said Conditions of Sale.

AS WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1944.

£            s.            d.

Purchase Money ... ..

Deposit ... ..

Balance due ... .. £

As Agents we hereby acknowledge the receipt of the above mentioned deposit  
this \_\_\_\_\_ day of \_\_\_\_\_ 1944.

Abstract of Title to be sent to:—

