

Price 1/-

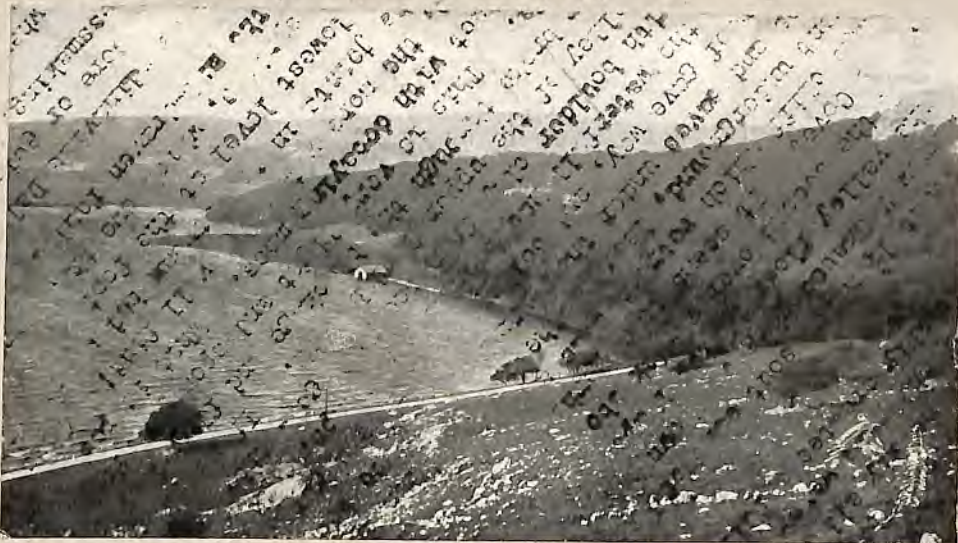
# WEST RIDING

IN THE HEART OF THE PENNINES

The  
Well-known Sporting & Residential Estate

## Malham Tarn

Near SETTLE



**Freehold Lands - 868 Acres**

Proprietary Shooting Rights in perpetuity over some adjoining 9,776 Acres

A Property, unique in the true sense of the word, comprising the second largest natural sheet of water in the County, providing exceptional trout fishing, a Comfortable Stone-built Residence, Home Farm and Cottages, with the benefit of the Perpetual Shooting Rights over adjoining Grouse Moors, etc.

FOR SALE BY AUCTION

as a Whole or in Lots  
(Unless sold privately meanwhile)

1946

*Solicitors:* Messrs. HUNTERS, 9, New Square, Lincoln's Inn, London, W.C.2.

*Land Agent:* Captain CAMPBELL FRASER, Scarah Hill, Ripley, Harrogate.

*Auctioneers:* Messrs. JOHN D. WOOD & CO., 23, Berkeley Square, London, W.1.

By Direction of Mrs. Hutton-Croft.

## WEST RIDING

In the delightful Upper Craven district, midway between Ribblesdale and Wharfedale. Renowned for its sporting qualities.

Settle (L.M.S. Rly., St. Pancras to Glasgow main line) is 6 miles by road. Hellifield Junction and Skipton are 8 and 12 miles respectively. The picturesque Village of Malham is 3 miles distant and many of the important Yorkshire and Lancashire towns can be reached by car in just over the hour.

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AS A WHOLE OR IN FIVE LOTS

TITHE FREE.

With Possession on Completion of the House, Tarn, Tarn Moss, and Woodlands and of the Shooting, subject only to the service occupations.

### ***The Fine and Unique Sporting and Residential Estate***

well known as

## **Malham Tarn**

Near SETTLE

extending to about

**868 acres**

With the benefit of proprietary rights in perpetuity over a further **9,776 Acres** of adjoining Grouse Moors and rough Shooting with the Manorial Rights over this area and over an additional **2,100 Acres.**

The Freehold Property comprises:

### **MALHAM TARN HOUSE**

solidly built of stone, occupying a sheltered position overlooking the Tarn, containing: Hall, 4 Reception Rooms, 10 Bed and Dressing Rooms, 4 Bathrooms, 5 additional rooms and Bathroom and W.C. over Garage.

Electric Light and Central Heating. Water piped from a spring-fed reservoir on High Trenhouse Farm.

Stabling and Garages for 8 cars. Inexpensive Gardens and Grounds.

ALSO

**Waterhouses or Home Farm**—409 acres, 5 Cottages, School

**Malham Tarn**—153 acres (the Home of Charles Kingsley's "Water Babies") with boathouses and affording exceptional trout fishing.

WHICH WILL BE OFFERED FOR SALE BY AUCTION,

As a Whole or in Lots (unless sold privately meanwhile), by Messrs.

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## **JOHN D. WOOD & CO.**

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AT THE LAW INSTITUTE, 1, ALBION PLACE, LEEDS

ON THURSDAY, 20TH JUNE, 1946, AT 2.30 P.M.

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*Solicitors*: Messrs. HUNTERS, 9, New Square, Lincoln's Inn, London, W.C.2.

*Land Agent*: Captain CAMPBELL FRASER, Scarah Hill, Ripley, Harrogate (Tel. Ripley 268).

*Auctioneers*: JOHN D. WOOD & Co., 23, Berkeley Square, London W.1. (Tel. Mayfair 6341).

## General Information

**1. Situation.** The Property is situated midway between Ribblesdale and Wharfedale, in the delightfully unspoiled Upper Craven District of the West Riding. Settle is 6 miles by road, Skipton 12 miles and Hellfield Junction (L.M.S., St. Pancras to Glasgow main line and the Bolton-Blackburn line) is within 8 miles.

*Many of the important Yorkshire and Lancashire towns can be reached by car in little over the hour.*

**2. Viewing.** The Property may be inspected at any time by appointment made only with the Auctioneers, who will instruct the Keeper, Mr. Usher, who lives near the Home Farm (Lot 2) —Tel. Malham 231—to show the property.

Cars may usually be hired at Settle, Hellfield or Skipton Stations, but it would be advisable to previously book one to meet any specified train.

**3. Mode of Offering.** See Clause No. 18.

**4. Amenities.** Settle is the nearest market town, where good shops, hotels, Church and Chapels, cinema, etc., are to be found. Giggleswick School is almost adjacent to Settle.

There are Post Office, small hotels, Chapels, telephones and a few shops in Malham Village, 3 miles from the residence, and there is a School on the property which at present is closed. Fine old Church at Kirkby Malham, a picturesque village about 4 miles distant.

**5. Possession.** The House, Tarn, Tarn Moss, and Woodlands are in hand and possession may be had on completion of the purchase. The Home or Waterhouses Farm (409 acres) and other lands (158 acres) are let on yearly tenancies. The School House and 4 Cottages are let on monthly tenancies, payable weekly, and the Keeper's Cottage on a service tenancy. Possession of the Shooting may be had subject to the service occupations.

**6. Timber.** The value of the timber will be included in the purchase price.

**7. Outgoings.** The property is free of Tithe Redemption Annuity. There is a Fish Doles Charge of 15/- per annum.

**8. 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 descriptions 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.

**9.** The right is reserved to hold an Auction Sale on any property in hand prior to the date of completion or to withdraw from the sale any lot or lots and to alter the lotting or the order thereof.

**10. Town Planning.** The Property is sold subject to the existing or proposed Town Planning Schemes, and the Purchasers shall be deemed to have satisfied themselves as to such schemes and the provisions relating thereto.

**11. The Moors.** The Moors have naturally not received the usual attention during the years of war, but the quality of the shoot before then was well known. They have the advantage of adjoining or of being in close proximity to other productive Grouse moors, including Pen-y-ghent and Arncliffe. They are nicely undulating in character, the contours varying from 1,000 to 2,000 feet above sea-level and afford some nicely sheltered and well-watered heather-clad slopes for the nesting of grouse. They are quite well roaded and there are two luncheon rooms. There are two sets of butts on Darnbrook and two on Rainscar Fell, a good deal of "gripping" has been carried out within recent years.

The Vendor is renting the adjoining Scoska Moors and Rylands West Moor, Near Litton and also Armisteads Farm at £35 and £10 per annum respectively, and a Purchaser shall be called upon to take over these tenancies.

*Note* :—The boundaries of the various farms and lands are verged on a plan which may be seen at the offices of the Auctioneers or in the Sale Room on the day of Sale.

**12. Soil.** The Property lies mainly on the carboniferous limestone strata, providing sweet sheep pasturage, for which Upper Craven is noted.

**13. Manors.** The Manor or Lordship of Kirkby Malhamdale and East and West Malham and the Manor or Lordship or reputed Manor or Lordship of Darnbrook are included in the sale.

**14. Minerals.** The Minerals underlying the property and also the Mineral rights under the lands over which there are Shooting and Manorial rights, belong to the Vendor and will pass with the property subject to reasonable compensation being paid to the Owner of the land where the surface does not belong to the Vendor (see Conditions of Sale).

**15. Furniture.** The Purchaser of the Estate will be given the option to purchase at valuation certain of the furniture at present in the house.

**16.** The Vendor reserves the right to withdraw from the Sale any lots or lot and to alter the lotting or the order thereof.

**17.** In the case of any inconsistency between these remarks and the Conditions of Sale, the latter shall prevail.

**18.** The Estate will first be offered as a whole, comprising the **Comfortable Stone Built Residence** overlooking the **Tarn of 153 acres**, with Hall, 4 Reception Rooms, 10 Bed and Dressing Rooms, 4 Bathrooms and 5 additional rooms and Bathrooms over the Garage premises. Electric Light and Central Heating. Water from Estate Supply. Stabling and Garages for 8 cars. **The Home Farm** of 409 acres, 5 Superior Cottages and School, together with **The Proprietary Rights in perpetuity over some 9,776 acres** of adjoining Grouse Moors and Rough Shooting, and with Fishing in the burns. With Manorial Rights over an additional 2,100 acres.

# Game Bags for the whole Estate

including the adjoining lands leased by the Vendor

	<i>Grouse.</i>	<i>Sundries.</i>
1926	2,780	134
1930	1,417	39
1933	1,934	83
1934	2,228	96
1936	2,145	56
1938	1,433	12

The Property is Tithe Free.

If not sold as a whole, the Estate will be offered in the following Lots :—

<i>Lot</i>	<i>Description</i>	<i>Freehold Area</i>			<i>Shooting Rights over</i>	<i>Area</i>		
		<i>A.</i>	<i>r.</i>	<i>p.</i>		<i>A.</i>	<i>r.</i>	<i>p.</i>
1	The House, Tarn Moss, the Tarn and a Cottage, Shooting over the Home Farm and rough shooting over Middle House Farm, and Low and High Trenhouse Farms.	457	3	30	Shooting Rights over (area excludes that over the Home Farm, Lot 2)	3,783	2	0
2	The Home Farm (less Shooting Rights) and a Cottage.	409	2	28				
3	The Shooting Rights over Rough Close and Rainscar Farm and a Cottage.	1	22		Shooting Rights over	2,104	1	2
4	The Shooting Rights over Darnbrook, Thoragill and Tennant Gill Farms and a Cottage.	1	10		Shooting Rights over	3,888	2	26
5	The School House and School		24					
Total area of Freehold		868	1	34	Total area of lands over which are the Shooting Rights	9,776	1	28

## Historical Note

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, 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 Keepers of the Monks fisheries were established here soon after the Abbey acquired the Tarn in the Twelfth Century.

Charles Kingsley made Malham the scene of the first chapter in "Water Babies" which he wrote for his younger son, after a fishing holiday in the district.

The first Lord Ribblesdale built Malham Tarn House about 1790, but it was partially destroyed by fire in 1873.

The Estate came into the Morrison family in 1852 until 1928, and was acquired by the present owner in 1929.

The Malham district is a great attraction to Geologists and Botanists, and its outstanding features, i.e., Malham Cove and Gordale Scar, were made the subject of an illustrated article in "Country Life" dated 17th December, 1938, under "Yorkshire's Limestone Dales."

## Particulars

### Lot 1

(Coloured Pink on Plan)

### The Most Attractive RESIDENTIAL AND SPORTING PROPERTY

extending to about

**457 Acres 3 Roods 30 Poles**

with perpetual shooting rights over about 3,124 acres of adjoining land.

## Malham Tarn House

which has never been requisitioned, occupies a unique position some 1,250 feet above sea level, overlooking The Tarn, which extends to 153 acres.

### The House

facing South and sheltered from the North and East by woodland, comprising mainly larch, beech, sycamore and poles, and approached along a drive which terminates in a sweep on the North front, is substantially built of stone with a slated and leaded roof and paved verandah with glazed roof. An oak-panelled door gives access to a Lobby Hall, with tessellated paved floor; door to

#### INNER HALL

(N. and E.), 33ft. by 21ft., with tessellated paved floor, oak fitments, decorated cornice and frieze.

#### THE SMOKING ROOM

18ft. by 18ft., with oak fittings, tessellated floor and concealed hot pipes.

#### THE STAIRCASE HALL

with tessellated paved floor and close by is a Cloakroom with 2 basins (h. and c.) and W.C.

#### THE DRAWING ROOM OR LIBRARY

(S. and E.), 36ft. by 21ft., including deep circular Bay with polished oak floor, two casement windows, fireplace with marble mantelpiece.

#### THE DINING ROOM

(S.), 30ft. by 28ft., including deep circular Bay, with polished oak floor, brick and stone fireplace with carved oak mantelpiece, 3 radiators.

#### BUSINESS ROOM

(S.), 16ft. by 16ft., with two fitted cupboards, concealed hot pipes, open fireplace with carved oak overmantel.

The Principal stone Staircase, with oak handrail and twisted iron balusters, and oak secondary staircase, give access to:—

#### The First Floor

on which are **8 Bed and Dressing Rooms**, 2 Maids' Bedrooms (double), **4 Bathrooms** and 4 W.C.s. Heated Linen Cupboard, Housemaid's Closet.

#### On the Second Floor

are 2 Attic Rooms and Tank Room,

**MAKING A TOTAL OF 10 BED AND DRESSING ROOMS AND 4 BATHROOMS,**

Over the Garage premises are 5 Staff or Men's Bedrooms, Bathroom and W.C.

The Principal rooms measure approximately: 27ft. by 22ft., 18ft. 6in. by 20ft., including bay, 18ft. 6in. by 18ft., 16ft. by 14ft. 6in., and 16ft. 6in. by 15ft. 6in.

#### The Offices

shut off from the main part of the house, comprise:—Well-lighted **Kitchen** with "Esse" cooker, cupboard and dressers; **Housekeeper's Room** with modern fireplace; **Scullery** with sink (h. and c.), cupboards and independent Boiler for service taps and baths; **Larder**, **China Pantry**; **Butler's Pantry** with sink (h. and c.), china cupboards. **Servants' Hall** with modern fireplace; **Housemaids' cupboard**.

Good dry Cellarage, including Refrigerator Lobby and Meat Cellar, Beer Cellar, Mineral Cellar, Lamp and Boot Room, Furnace Room with Boiler for heating radiators and pipes, Coal and Coke Store, having chute from ground floor level; Wine Cellar with bins.

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

*Note.*—Features of the interior of the house are the large amount of oak introduced and the tessellated floors.

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**WATER SUPPLY.** The Water rises from a spring and gravitates to a covered reservoir of 15,000 gallon capacity on High Trenhouse Farm on Lot 3, from whence it runs by gravitation to storage tanks at the top of the House. This water is connected to or is available for all the cottages in the Hamlet of Waterhouses, and to certain field troughs on the Home Farm (see Conditions of Sale).

**ELECTRIC LIGHT** is generated by an 8 h.p. "Lister" Petrol Oil Engine and Dynamo, and there is a battery house containing 60 cells.

**DRAINAGE.** The Drainage runs to a septic tank in field No. 220, well removed from the house, with overflow into the rocks. (See description of Lot 2 as to Drainage from Cottage.)

**CENTRAL HEATING.** Many of the rooms and corridors are fitted with radiators or hot pipes.

There is a boiler in the Scullery for service taps and baths, and another in the cellar for the radiators and pipes.

## The Stabling and Garage Premises

are situated just North of the House, stone built and slated, and comprise 2 Horse Boxes, Garage to hold 5 cars with 3 pairs of double doors and large loft over; Garage for 2 cars and pit, heated by hot pipes. Electric Light is installed. Saddle Room, Gun Room, Men's Room with bath, lavatory basin and W.C. Drying room, 4 further staff bedrooms with radiators, small Covered Yard. Engine Room with "Lister" petrol oil engine, dynamo (110 volts), battery room. Outside W.C. and Tool House.

Lying to the North West is the old Stable Yard and Buildings, comprising: Joiner's shop, Paint House, Horse Box and Cart Shed, 3 Drained Boxes, Laundry Premises, etc.

## The Gardens and Grounds

are inexpensive to maintain and the natural rocks and cliffs in the immediate vicinity are a feature of the property.

On the South front is a terrace walk, and a lawn sloping down to the Tarn.

There is an attractive sunk woodland drive from the House to the hamlet of Waterhouses.

Included also is

### THE KEEPER'S HOUSE

facing South, substantially built of stone with slated roof, having stone mullioned windows, containing 3 Bedrooms, Small Hall, Living Room with range, Scullery with range and sink, range of Kennels. W.C. Water from the Hall supply.

Malham Tarn House overlooks

### THE TARN

which lies to the South of the House, is the second largest natural sheet of water in Yorkshire, extending to an area of 153 acres.

It is spring fed and there are two boathouses on the Northern shore.

The trout fishing here used to be renowned, but the Tarn has not been restocked for a number of years, but the necessary equipment for breeding trout in the hatcheries can be taken at valuation.

Adjoining the Tarn on the West is

### TARN MOSS

extending to about 68 acres, being well carpeted with heather and there are other freehold lands adjoining The Tarn, providing rough Shooting.

Included in this Lot are

### THE SHOOTING AND FISHING RIGHTS

in perpetuity over 4,192 acres of Grouse Moors and rough land and over the Home Farm.

	Acres
The Home Farm .. .. .	409
Middle House Farm .. .. .	1,557
Low Trenhouse Farm .. .. .	368
High Trenhouse Farm .. .. .	1,070
Rough Pasture .. .. .	788
	-----
Acres	4,192
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## Schedule of the Freehold Lands

### MALHAM MOOR PARISH

No. on Plan	Description.	Area		
		A.	r.	p.
Pt. 87a	Rough Grass .. .. .	65	0	0 Est.
87c	Woodland .. .. .	4	0	0
Pt. 156	Rough Grass .. .. .	7	3	0 Est.
Pt. 157	Rough Grass .. .. .	27	0	0 Est.
158	Rough Grass .. .. .	26	2	21
Pt. 209	Grass .. .. .	16	0	0 Est.
216	Woodland .. .. .	4	3	4
218	House and Grounds .. .. .	28	2	10
218a	Woodland .. .. .	3	1	7
219a	Grass .. .. .	2	1	30
219b	Buildings and Yard .. .. .			14
219c	Garden and Woodland .. .. .			20
220	Grass .. .. .	8	2	10
221	Tarn Moss .. .. .	68	3	20
221a	Meadow .. .. .	4	3	0
221b	Woodland .. .. .	5	3	4
222	Malham Tarn .. .. .	153	3	0
222a	Woodland .. .. .	9	0	0
Pt. 223	Cottage and Garden .. .. .			22 Est.
233b	Woodland .. .. .	11	3	18
236b	Rough and Wood .. .. .	3	3	10
245	Grass .. .. .	5	0	0
		457	3	30

The Cottage is occupied by the Head Keeper (J. Usher) on a service tenancy. Pt. Ord. No. 209 is let to Mr. W. Towler on a yearly tenancy at £1 10s. 0d. per annum. Nos. 158 and Pts. 87a, 156 and 157 are let to Mr. H. Coates on a similar tenancy at £19 per annum.

The Fishing in the Tarn has been let for this season to Dr. Hyslop at £5 per month, on a monthly tenancy.

The remainder, including the House, Tarn, Tarn Moss and Woodlands, is in hand and possession may be had on completion of the purchase (subject to the fishing rights in the Tarn above mentioned).

The Vendor has a third proprietary share of the shooting over Black Hill, which she has let to Mr. Ingham at £3 per annum. (See Conditions of Sale).

The Timber is included in the purchase price.

The Water Supply System for the House from the spring and reservoir on Knowe Fell is included in the sale of this Lot, and the Purchaser of this Lot shall be liable for the upkeep and maintenance of this spring and reservoir and the line or lines of pipes therefrom with the necessary rights of access thereto (see Conditions of Sale as to benefit of other lots in respect of this supply, etc.).

The overflow water from Malham Tarn is piped to a trough on Malham Lings but the owner of this Lot may restrict the supply to a maximum of 300 gallons per day.

This connection from the overflow to the trough shall be maintained by the owner of Malham Lings with the necessary rights of access thereto.

An acknowledgment Rent of 1/- per annum is paid by Mr. Ingham to the owner of High Trenhouse Farm for a pipeline in connection with the overflow water from the reservoir on Knowe Fell. This agreement is subject to three calendar months' notice in writing.

There are Lords Rents amounting to £1 17s. 10½d. and wayleaves of 10/- per annum from the G.P.O. receivable in respect of this Lot.

Rights of way for all purposes are reserved in favour of Lots 2, 3, 4 and 5 over the roadway between the points marked A, B, C on plan, the Purchasers or Owners of these Lots contributing a proportionate part of the cost of upkeep.

## Lot 2

(coloured blue on plan)

### THE ATTRACTIVE FREEHOLD SHEEP OR STOCK FARM

well known as

### THE HOME OR WATERHOUSES FARM

situated to the North of The Tarn, and extending to about

**409 Acres 2 Roods 28 Poles**

#### THE SUPERIOR HOUSE

is substantially built of stone with slated roof and stone mullioned windows, and contains: Sitting Room with modern fireplace, small Sitting Room with fireplace, back Kitchen with range and sink, Kitchen with range, good Dairy, Four Bedrooms, Bathroom and W.C.

#### THE FARM BUILDINGS

are well built of stone with slated roofs, and comprise Milk-cooling House, Two Calf-houses, one to tie 14. Cowhouse for 12 with water bowls (tenant) and feeding passage, large Silo now used for hay, Meal-house, small Barn, Stabling for 3 and Box, Loose Box, Cart-shed and Bothy, Saddle-room, covered middenstead, sheep dipping trough (tenant), Garage, Away Cowhouse to tie 16 and another modern one for 12, and a stone and slated Barn. Close by is

#### A COTTAGE

stone built and slated with stone mullioned windows, containing three Bedrooms and Boxroom, Sitting-Kitchen and two Dairies, Scullery with copper, also large Store Shed, Stable and Loft. Water from the Hall supply (see Conditions of Sale).

The Shooting is excluded from the sale of this lot and included in the sale of Lot 1.

### Schedule of the Freehold Lands

#### MALHAM MOOR PARISH

No. on Plan	Description	Area A. r. p.
168	Grass .. .. .	
220a	Grass .. .. .	3 1 8
Pt. 223	Cottage .. .. .	3 0 0
224	Grass .. .. .	1 22
225 } 237 }	Farm House, etc. .. .. .	3 10
226a	Grass .. .. .	3 1
227	Grass .. .. .	2 0 26
228	Grass .. .. .	4 2 14
229	Grass .. .. .	2 2 0
230	Grass .. .. .	22 1 10
232	Grass .. .. .	2 0
233a	Grass .. .. .	4 1 30
234	Stangill Fell .. .. .	33 1 0
235	Turf Hill .. .. .	89 1 2
236a	Grass .. .. .	53 1 18
238 } 239 }	Grass .. .. .	11 0 0
240 }		
241	Grass .. .. .	9 0 6
242	Grass .. .. .	28
243	Great Hill .. .. .	3 0
244	West End .. .. .	67 3 30
246	Grass .. .. .	84 3 20
247 } 248 }	Grass .. .. .	5 2 17
249	Grass .. .. .	5 3 16
		3 3 10
		409 2 28



Pt. Lot 1. The approach to the House from the West.



Cottages at Waterhouses showing Pt. Lot 1 in foreground and Pt. Lots 3 and 2 beyond



Pt. Lot 1. The House from the South with Highfolds Scar beyond.



Pt. Lot 1. The Tarn and Great Close Scar.



Lot 5 in foreground with the Home Farm Pt. Lot 2 beyond



**LOT 2 continued**

**THE COTTAGE** is let to Mr. T. Towler on a monthly tenancy at 5/- per week, and the remainder is let to Mr. A. M. Harrison on a yearly tenancy at £140 per annum.

The Drainage from the Cottages forming parts of Lots 1 and 3 runs to a cesspit in No. 249 on this Lot, which is sold subject to this easement with the necessary rights of access thereto in favour of Lots 1 and 3.

A right of way for all purposes as at present enjoyed over the track or roadway running north from Waterhouses past Stangill Barn is reserved in favour of Lot 4. (See description of Lot 1 as to right of way).

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**Lot 3**

(Coloured Yellow on plan)

*With Possession of the Shooting on Completion*

**THE ATTRACTIVE GROUSE SHOOTING**

over

**Rough Close and Rainscar Farm**

extending to about

**2,104 Acres 1 Rood 2 Poles**

and comprising

***A Capital Freehold Cottage***

in the hamlet of Waterhouses, substantially built of stone with slated roof and stone mullioned windows, containing Three Bedrooms, Living Kitchen with range, good Scullery with fireplace, copper and sink, useful Pantry with concrete floor, W.C. and Coalhouse and garden.

Water from the Hall supply (see Conditions of Sale).

The Moors have frontage to the Settle Road and to Henside Road, and are nicely carpeted with heather and there are two sets of butts and a Luncheon House.

The contours vary from 1,300ft. on the West running up to 2,000ft. above sea level on the East.

The Cottage is let to Mrs. Thornley on a monthly tenancy at 4/- a week, and the remainder is in hand and possession may be had on completion of the purchase.

(See description of Lot 2 as to Drainage from the Cottage and Lot 1 as to right of way).

## Lot 4

(Coloured Green on plan)

*With Possession of the Shooting on Completion*

### The Compact and Attractive GROUSE AND ROUGH SHOOTINGS

over

Darnbrook, Thoragill and Tennant Gill Farms, etc.

extending in all to about

**3,888 Acres 2 Roods 26 Poles**

and comprising

### A Freehold Cottage

in the hamlet of Waterhouses, stone built and slated, containing Three Bedrooms, Sitting Room, Living Kitchen, Scullery with copper and range, pantry and washhouse. Range of kennels and shed. Water from the Hall supply (see Conditions of Sale).

THE MOORS are nicely carpeted with heather and well watered, and the contours range from 1,000 to about 2,000 feet above sea level. There is a Luncheon Hut and Fountains Fell Tarn is toward the western boundary. There are two sets of butts on Darnbrook.

The Cottage is let to Miss Hillary on a monthly tenancy at 4/- per week, and the remainder is in hand and possession may be had on completion of the purchase.

The Purchaser shall take over the Tenancies of the Shooting over Big and Little Scoska Moors and Rylands West Moor, which are rented by the Vendor's husband from Captain Walker at £35 per annum, and also that over Cow Close Top, Low Cow Close, Middle Cow Close and High Cow Close, leased by the Vendor until the 2nd February 1953 from W. A. Garnett and Margaret Frances Garnett at £10 per annum (see Conditions of Sale).

(See description of Lot 1 as to rights of way.)

## Lot 5

(Coloured Green on plan)

### THE SCHOOL HOUSE AND SCHOOL

at WATERHOUSES

extending to about

**24 Poles**

facing south, substantially built of stone with slated roof containing Two Bedrooms, Living Kitchen with range, back Kitchen with copper and sink, small Pantry, Coalhouse, etc.

## LOT 5 continued

Adjoining is

### The Schoolroom

of similar construction, class room with fireplace and two rooms over, Water from the Hall supply (see Conditions of Sale).

Being No. 226b in Malham Moor Parish. The Cottage is let to Mr. J. Chapman on a monthly tenancy at 4/- per week. The School is vacant and in hand.

There is a Fish Doles Charge of 15/- per annum, payable on this Lot.

### Special Conditions of Sale

1. The various Lots are offered for sale subject to the Stipulations and 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 Particulars of Sale and the Special Conditions and in case of any variance or inconsistency the said Stipulations and Particulars of Sale 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 weekday (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 of each lot shall be completed on the 1st day of August, 1946, at the office of the Vendor's Solicitors, Messrs. Hunters, of 9, New Square, Lincoln's Inn, London, W.C.2.
4. (1) If from any cause whatever other than the wilful default of the Vendor completion of the purchases 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 10th day of January, 1930.
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 beck 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 seignorial rights, but none of these rights have been exercised for many years, which fact can, if the Purchaser so desires, be established by a statutory declaration made at his expense.

An abstract of the said conveyance may be inspected at the said office of the Vendor's Solicitors or at the office of the Auctioneers 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 of Lot 4 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 of Lot 4 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, 1948, at a yearly rent of £35 and subject to the covenants therein contained. If the Purchaser of Lot 4 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 conveyances to the Purchasers of Lots 1, 3 and 4 the Vendor will, if the Purchaser so desires, assign to them 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 Purchasers 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 under 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 of Lot 4 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 Purchasers by a description corresponding with the said description contained in the main conveyance. The Purchasers 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. (a) The water supplying all the Lots is derived from a spring and reservoir situate at or near the points marked "J" and "K" respectively (on Lot 1) 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 conveyed to the purchaser of Lot 1 by a similar description who shall conclusively assume that the same are valid and subsisting and shall raise no requisition or objection in respect thereof.

(b) The Purchaser or owner for the time being of Lot 1 shall covenant to continue the supply of water to the purchaser or the owner for the time being of the remaining Lots (so long as such supply is available) at the following annual rents:—

Lot 2, £3 per annum.

Lot 3, 5/- per annum.

Lot 4, 5/- per annum.

Lot 5, 5/- per annum.

The Purchaser or Owner for the time being of Lot 1 shall covenant to maintain the spring reservoir and pipe lines.

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 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 Purchasers the 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 Purchasers 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. Various Lots are sold and will be conveyed so far as is still subsisting and relates thereto :—

- (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 to the covenant by the Vendor contained in the said conveyance dated the 10th day of January, 1930, 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.
- (e) 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.
- (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.

As to Lot 5. 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 so far as this liability is still subsisting.

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 of any Lot 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 week 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 Vendor 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 Stipulations and Particulars of Sale 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 of any Lot 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 Stipulations and 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 week 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 of any Lot (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 Stipulations and Particulars of Sale 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 Stipulations and Particulars of Sale as to any outgoing easement or other matter affecting the property is and Particulars of Sale 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 a 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 each 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 Stipulations and Particulars of Sale 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 Stipulations and Particulars of Sale 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 any Purchaser to make any informal apportionment which the Vendor may consider unnecessary in 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 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 Stipulations and Particulars of Sale 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 Stipulations and Particulars hereof as to the source or methods 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 any 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 a Purchaser.

31. (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 any 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 a Purchaser to accept or a 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

I,

of

do hereby acknowledge myself to be the Purchaser of the Property described as Lot in the Particulars of Sale of the above Estate at the price of £ and having paid to Messrs. JOHN D. WOOD & CO., of 23, Berkeley Square, London, W.1., for and on behalf of the Vendor, the sum of £ as a deposit and in part payment of the purchase money, I hereby agree to pay the remainder of the purchase money, and complete the purchase in all respects according to the said Particulars and Conditions of Sale. I acknowledge that the said Particulars and Conditions of Sale have been produced to me and that I am deemed to purchase with full knowledge of the contents thereof.

AS WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_ 1946.

Purchase money .. .. £

Deposit paid .. .. £

Balance due .. .. £

As Agents for the Vendor, Mrs. Vera Howard Hutton Croft, we hereby confirm the above sale, and as Stakeholders acknowledge the receipt of the above deposit.

Abstract of Title to be sent to:—

Messrs.

Solicitors.

