



The Selside Estate

£12,200.

For Sale by

Jackson-Stops & Staff

1950

By Direction of Trustees

UPPER RIBBLESDALE
WEST RIDING OF YORKSHIRE

SELSIDE

Horton-in-Ribblesdale 3 miles

Hawes 12 miles

Settle 9 miles

Bentham Auction Mart 13 miles

Particulars, Plan and Conditions of Sale
of the

FREEHOLD AGRICULTURAL ESTATE

distinguished as

The Selside Estate

embracing in all

664 ACRES

comprising

FOUR VALUABLE STOCK RAISING and DAIRY HOLDINGS

known as

SHAWS, HILLFOOT, SELSIDE and TOP FARMS

together with

**EXTENSIVE FISHING RIGHTS IN THE RIVER RIBBLE
and A DETACHED BUNGALOW**

All producing an actual gross rental of £545 0s. 0d. per annum
which will be offered for Sale by Auction as a Whole or in Lots
by

JACKSON-STOPS & STAFF

in conjunction with

RICHARD TURNER & SON

at the

The Town Hall, Bentham

on

WEDNESDAY, 29th MARCH, 1950, at 3 p.m.

Solicitors:

Messrs. SIMPSON, CURTIS & CO., 41, Park Square, Leeds 1 (Tel. 27384)

Auctioneers:

Messrs. JACKSON-STOPS & STAFF, 15, Bond Street, Leeds 1 (Tel. 31941/2/3)
also at London, Northampton, Cirencester, Chester, Yeovil, Chichester etc.

and

Messrs. RICHARD TURNER & SON, Bentham (Tel. 367)

General Remarks

In the sale of this Estate, which will first be exposed as a whole, the opportunity is presented for a lucrative investment in a small block of productive agricultural land in a first-class farming area of the West Riding. The holdings are being husbanded by a hard-working class of tenant experienced in the class of husbandry most suitable for the locality. An important feature of the Estate is that it is not encumbered with any Mansion, whilst an additional attraction is the good sport that can be obtained in the upper reaches of the River Ribble, which forms the Eastern boundary of the properties on offer.

INSPECTION.—The various properties may be inspected at any reasonable time by permission of the respective tenants, but intending purchasers are requested to take this Catalogue with them when visiting the Estate.

SITUATION.—The Selside Estate is situate in the magnificent country of Upper Ribblesdale, one of Yorkshire's most famous dales with its attractive scenery and invigorating air of a district which offers the well-known peaks of Penyghent, Ingleborough and Whernside. Close to both the Lancashire and North Riding borders, the Estate is located within an excellent sheep and cattle rearing area nine miles North of Settle, twelve miles from Hawes, thirteen miles from Bentham, three miles from Horton-in-Ribblesdale and nine miles distant from Ingleton, all of which are well connected by good roads.

THE FARM HOUSES AND BUILDINGS are mainly constructed of stone and slate, according to local custom, and each house is of an economic size and suitable for the holding. Three homesteads occupy advantageous roadside positions whilst the other property involved in the Sale is situate practically in the centre of the Village. In the farm buildings, ample accommodation is provided for the lands.

OUTFIELD BUILDINGS.—The Estate includes a number of conveniently placed Outbarns, the majority of which have been maintained in an excellent state of repair.

THE LAND.—All the four farms on offer may be described as village holdings, which invariably implies that the land is scattered in small but compact groups, but nevertheless this Estate comprises some first-class enclosures of excellent limestone pasture and meadowland in an area generally acknowledged to be some of the best for cattle and sheep rearing. In addition to this type of husbandry, dairy farming is also being successfully undertaken by the tenants. The Estate as a whole, however, is virtually contained within a ring fence and bounded by dry stone walls, most of which are in very good order.

SPORTING.—The Shooting Rights as at present enjoyed over the lands are let but at the end of the present season these rights will pass to the Purchaser of the whole Estate or each Lot concerned, thus offering to the investor an added attraction.

Some excellent fishing can be obtained in the River Ribble, which intersects the Estate and offers an approximate two-mile stretch. On the determination of the existing lease these valuable rights will become available, but in the meantime provide a small but additional income.

TENURE.—The Estate is Freehold.

OUTGOINGS.—The Outgoings on the Estate are exceptionally low.

RAILWAY FACILITY.—The nearest station to the Estate is at Horton-in-Ribblesdale, three miles from Selside, on the Leeds-Carlisle line of the London Midland Region.

HILL FARMING ACT, 1946.—The attention of prospective purchasers is drawn to the facilities given under this legislation for the improvement of land such as is on offer, and the grants, which may be obtained for the provision of new, or the re-conditioning of existing buildings etc.

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 quantities are based on the Ordnance Survey, 1909 Edition, in so far as they apply and are believed to be correct. Certain enclosures are not covered by the 1/2,500th Ordnance Survey and the areas quoted are from the Deeds and must be accepted as correct. Any error or omission or mis-statement shall not annul the Sale nor entitle any party to be discharged from the contract of sale and purchase or to any abatement or damages or compensation. The designation N.K. in the Schedules signifies that no number has been allocated by the Ordnance Survey.

2. **RIGHTS, OUTGOINGS AND EASEMENTS.** The property is sold with the benefit of and subject to all rights of way, water, sewerage, support, light and other easements (if any), and to all outgoing or charges connected with or chargeable upon it whether mentioned in these Particulars or not and except where otherwise specified in the Particulars the property is sold or retained with the benefit of and subject to any easements or quasi-easements affecting or appertaining to the same whether mentioned in these Particulars or not, including 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 or repair as at present enjoyed by the Vendors, and the Conveyance shall contain such reservations and covenants as the Vendors are advised are necessary or expedient for their protection in connection with these Stipulations and such exceptions and reservations.

3. **APPORTIONMENTS OF OUTGOINGS AND RENTS.** Except for the Outgoings hereinafter mentioned the Vendors are not aware of any Outgoings other than Local Rates, Property Tax etc.

4. **BOUNDARIES, APPORTIONMENTS ETC.** The Purchaser shall be deemed to have knowledge of the boundaries thereof, but if any dispute shall arise between the Vendors 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. F. W. Bone, F.R.I.C.S., of Messrs. Jackson-Stops & Staff, Survey House, 15, Bond Street, Leeds 1, or failing him some other person appointed by that firm, whose decision shall 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 arbiter.

5. **UNSOLD LOT.** Where the property is unsold or is sold but the sale thereof not completed the Vendors shall stand in the place of the Purchaser for the purpose of these Stipulations.

6. **RIGHTS OF THE OCCUPIERS.** The land is sold subject to all rights of the occupiers, and the Purchaser shall take and pay to the outgoing occupier (or where the lands are in hand to the Vendors) the tenant right as an addition to the purchase price according to the custom of the country or the Agricultural Act, 1948, and shall indemnify the Vendors therefrom.

7. **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 permanent pasture and such descriptions shall not affect the rights of any tenant to alter such cultivations, or to compensation for laying down lands to permanent pasture. The sale of each Lot and the description thereof is subject to all notices directing ploughing up of grass-land issued by the Agricultural Committee or other body under the Emergency Legislation, and the Vendors 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.

8. **FIXTURES.** All such fixtures as are usually denominated landlord's fixtures and belong to the Vendors are included in the Sale, but tenant's fixtures, whether mentioned in the Particulars or shown on the Plan or not, are expressly excluded.

9. **PLANNING.** The Estate is sold subject to any Planning Schemes now or hereafter affecting same, and to any building or improvement lines prescribed by the County Council or other competent authority and is sold subject to the provisions of the Town and Country Planning Act, 1947, and in particular to any orders that may be made thereunder.

10. **TIMBER.** The whole of the growing timber and timber-like trees on the Estate are included in the Sale of the various Lots on which it stands.

11. **SPORTING.** The Shooting Rights as at present enjoyed over the Estate are let for the 1949/1950 season, but thereafter the benefit thereof will pass to the Purchaser of the whole estate or each Lot respectively. The Fishing Rights are let to the Members of the Manchester Anglers' Association on a ten year lease from the 14th day of February, 1942 at £5 10s. 0d. per annum, exclusive of two other stretches which are let to the same Association at £4 per annum, and the whole Estate or each Lot concerned is sold subject to this lease and tenancy. For the purpose of sale, however, no apportionments have been made.

12. **WATER.** In all cases where Lots are supplied with water from springs, reservoirs or other sources on another Lot the Purchaser of each Lot so supplied shall contribute a proportion of the expenses of keeping such springs, reservoirs and/or other sources and any supply pipes used in conjunction with others in good order and condition and shall have a right of access to the said springs, reservoirs or other sources and to the supply pipes whenever necessary for the purpose of inspecting, renewing, repairing and cleansing the same, any damage caused thereby to the surface to be made good by the person or persons making such inspection or doing such repairs or other work. The amount payable by each Purchaser in respect of premises supplied from the same source shall be in proportion to the respective assessed values for Income Tax of the premises supplied.

No owner or occupier shall do or suffer to be done upon his premises any act which shall in any way interfere with or pollute the flow of water to or through the said Water Systems, and the Conveyance of each Lot shall contain such covenants and reservations as the Vendors are advised are necessary or expedient for implementing the provisions of this clause.

13. **ACCOMMODATION AND APPROACH ROADS, BRIDLE ROADS AND FOOTPATHS.** The Estate is sold subject to and with the benefit of any existing Car, Carriage-way, Cartway and other visible modes of 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 all or any Accommodation or Approach Roads, Cartways, Bridle Roads and Footpaths, or across the said Estate.

14. **ORDERS BY LOCAL COUNTY AND PUBLIC AUTHORITIES.** Any requirements or orders which are or may be made or served by the Local County or Public Authority affecting the whole or any part of the Estate shall be complied with by the Purchaser whether the same are mentioned in these Particulars or not and he, the Purchaser, shall keep the Vendors so indemnified.

15. **PRIVATE ROADS.** The Purchaser shall take over all the Vendors' rights and liabilities in any watercourses or private roads leading to or adjoining the property sold.

16. **PURCHASES BY TENANTS.** If the property included in a purchase is comprised in a holding of which the Purchaser is the tenant, all obligations of the tenant, and all the rights, power and remedies of the Landlord in respect of the tenancy shall, until actual completion, remain in full force and be performed and observed and be capable of being exercised and enforced in the same manner as if the tenant had not purchased the property.

17. **ORDER OF SALE.** The Vendors reserve the right to sell the whole Estate or any Block or Lot, or part of it, before the Auction, to alter the order of sale, to amalgamate Lots, or to withdraw the whole or any Lots, or parts thereof, without declaring the reserve price.

18. **INCONSISTENCY.** In the case of any inconsistency or variation between these Remarks and Stipulations and the Conditions of Sale the latter shall prevail.

The Estate as a Whole

Lot No.	Description	Tenant	Area	Rent			Wayleaves		
				£	s.	d.	£	s.	d.
1	Shaws Farm	... B. Morphet ...	93.019	80	0	0			
2	Hillfoot Farm	... B. Morphet ...	220.774	180	0	0	1	0	0
3	Selside Farm	... R. T. & W. Lambert ...	173.168	125	10	0			
4	Top Farm	... Sir Albert Braithwaite Farms Ltd. ...	177.413	120	0	0			
5	Bungalow ...	... C. Sedgwick ...	.250	30	0	0			
			664.624	535	10	0	£1	0	0
							1	0	0
							£536	10	0

			£	s.	d.
OUTGOINGS—Land Tax (Lot 1)	...	...	2	2	5
Water Rents (Lots 1 and 2)	...	...	1	10	0
			£3	12	5

LOT 1

(Coloured Green on Plan)

Area 93 acres 0 roods 3 poles

THE ATTRACTIVE DAIRY AND STOCK RAISING FARM

known as

SHAWS FARM

SITUATION.—Very pleasantly situate at the South end of the hamlet of Selside, occupying a unique corner position overlooking the road and commanding an excellent view of the lands to the East and distant Penyghent.

THE FARM HOUSE which stands in a delightful and well-kept enclosed garden, is a detached homestead built in stone and slate containing the following accommodation designed on two floors only : PORCH ENTRANCE leading into a small Passage Hall fitted tiled floor, and off which is found the DINING ROOM with oak beams, modern tiled fireplace, window seat and two built-in cupboards. This room has access to the SITTING ROOM provided with modern tiled fireplace. Side Entrance Hall and Cloakroom containing wash-hand basin (hot and cold) with tiled surround and W.C., KITCHEN with Yorkist range and built-in cupboard, Pantry, and BACK KITCHEN fitted sink (hot and cold) and boiler. Coal House and adjoining GARAGE with Loft over part. The Upper Floor comprises FOUR BEDROOMS, one of which contains a range of two large built-in hanging cupboards, a Box-room fitted linen cupboard containing hot water cylinder, also BATHROOM with wash-hand basin (hot and cold), bath (hot and cold) and W.C.

NOTE.—An attractive feature of this property are the leaded light windows and stone mullions.

Septic Tank Drainage to tank in O.S. 93 of Lot 2.

OUTBUILDINGS.—To the rear of the house is a small range of buildings constructed in stone with slate roof comprising a small Piggery and Yard together with adjoining Ash Pit and E.C.

THE FARM BUILDINGS are of similar construction to the house and comprise a stone BARN, situate near Selside Farm, containing tyings for Four with Loft above, three Calf Boxes and tyings for two horses with Loft over and adjoining lean-to Middenstead. In O.S. 87 there is a very good OUTBARN, known as "Lower Barn," including Shippon for twelve with concrete channelled floor, wooden cribs and feeding passage etc., two Loose Boxes, tyings for six stirks and a Middenstead with liquid manure tank. Water trough in yard.

THE LAND is mostly situate to the North-East of the Steading and comprises some very good Meadow and riverside Pastures in various well-proportioned and well-farmed enclosures.

RIGHTS OF WAY.—There is reserved a general right of way for all purposes for the benefit of this Lot over O.S. 77 and O.S. Pt. 61 of Lot 3 and over O.S. Pt. 101 of Lot 4 along the existing route or track.

WATER SUPPLY.—Piped supply from spring in Beck Head Pasture of Lot 2 with an alternative supply for domestic purposes derived from the lands of North Cote, Selside.

OUTGOINGS.—Land Tax of £2 2s. 5d. per annum. £1 per annum is payable to Messrs. Wilcock Bros., North Cote, Selside, for the supply of water to this Lot for domestic purposes.

GRAZING RIGHTS.—This Lot is sold with the benefit of the right of ten Sheep Gaits on Selside Moss as at present enjoyed.

FISHING.—Certain fishing rights in the River Ribble *ex adverso* the lands of this Lot, are at present let together with the rights of fishing *ex adverso* the lands of Lots 2, 3 and 4 to the Members of the Manchester Anglers' Association on a ten year lease from the 14th February, 1942 at £5 10s. 0d. per annum and this Lot is sold subject to this lease, but for the purpose of sale no apportionment has been made.

TENANCY.—Let to Mr. B. Morphet on a yearly tenancy, the house and buildings from 12th May and the lands from 5th April at £80 per annum.

SCHEDULE—LOT 1

Ord. No.	Description	Area	Remarks
N.K.	House, Buildings and Garden...	.180	Let to Mr. B. Morphet at £80 per annum.
Pt. 90	Paddock ... ..	.241
N.K.	Building ... ..	.022
99	Meadow	3.026	
80	Meadow	4.277	
87	Land and Building	1.080	
58	Pasture	17.973	
57	Cow pasture Plantation	1.464	
59	Pasture	2.694	
60	Pasture	2.771	
Pt. 61	Meadow	9.212	
N.K.	Selside Shaw Pasture	28.855	
Pt. 91	Paddock ... ..	.386
N.K.	Allotment	14.220	
55	Pasture ... ..	.562
Pt. 62	Scrub491	In hand.
56	Roadway ... ..	.220
84	Roadway ... ..	.774
55a	River290	Let to the Members of the Manchester Anglers' Association. See Note above.
Pt. 112	River ... ..	.300
Pt. 54	River ... ..	.560
N.K.	River	2.800	
Pt. 83	River ... ..	.331
Pt. 25	River ... ..	.290
		<u>93.019</u>	

LOT 2

(Coloured Red on Plan)

Area 220 acres 3 roods 3 poles

A ROADSIDE DAIRY AND STOCK RAISING FARM

known as

HILLFOOT FARM

SITUATION.—This property, which was formerly known as Red Lion Farm, is in a very desirable and pleasant position immediately opposite the preceding Lot.

THE FARM HOUSE is substantially built in stone with slate roof, and facing South offers the following accommodation: LIVING ROOM, SITTING ROOM equipped with built-in cupboard fitted shelves, and a modern tiled fireplace with wood mantelpiece and inset mirror; and another SITTING ROOM is also provided with built-in cupboard. KITCHEN with range and sink (cold water); Pantry and Wash House containing boiler. Outside W.C. The Upper Floor comprises THREE BEDROOMS and a Boxroom.

Septic Tank Drainage to tank in O.S. 93 of this Lot.

THE FARM BUILDINGS.—A very good set of buildings is offered with this holding including a detached range North-West of the Farm House comprising Loose Box and adjoining three CALF PENS with Loft over, CART SHED with small Loft over part and adjoining lean-to corrugated roofed Implement Shed. Another detached group consists of a SHIPPON for eleven fitted concrete channelled floor, feeding passage and wooden stalls with Hay Loft over, also adjoining BARN and LOOSE BOX with Loft above. Also provided is a Bull Box, Stable for two and Loose Box with Hay Loft, Middenstead and another STABLE.

In O.S. 93 there is a PIGGERY and also a good OUTBARN, known as "Little Barn," containing tyings for six with Loft over and in O.S. 102, another BARN known as "Crooked Dike," is provided, which includes tyings for twelve beasts and another set of tyings for nine stirks with Hay Lofts over.

THE LANDS of this holding are mostly arranged in three large groups, each of which is contained in a ring fence, and include some well-watered pastures of good feeding quality. Several village parcels are also offered with this Lot together with an area of land known as the Brae Pasture and the useful grazing enclosures of High Pastures, which front Shaw Old Lane to the North of Selside.

RIGHTS OF WAY.—There is reserved a general Right of Way for all purposes for the benefit of this Lot over Pt. O.S. 101 of Lot 4 and over O.S. 77 of Lot 3 along the existing route or track.

WATER SUPPLY.—Piped supply from spring in Beck Head Pasture of this Lot.

WAYLEAVES.—A yearly rental of 10s. 0d. is received from Mrs. Farrer, of Selside, for the supply of water derived from the lands of this Lot. A yearly rental of 10s. 0d. is also received from the Managers of the Selside School for the supply of water derived from the lands of this Lot.

OUTGOINGS.—Ten shillings per annum is payable to Messrs. Wilcock Bros., North Cote, Selside for an overflow supply of water to the Barn in O.S. 102 of this Lot.

GRAZING RIGHTS.—This Lot is sold with the benefit of the right of forty Sheep Gaits on Fell Close, thirty-eight and a quarter Sheep Gaits on Sulber, twenty Sheep Gaits on Selside Moss and thirty-five Sheep Gaits on Far Moor all as at present enjoyed.

FISHING.—Certain fishing rights in the River Ribble *ex adverso* the lands of this Lot, are at present let together with the fishing rights *ex adverso* the lands of Lots 1, 3 and 4 to the Members of the Manchester Anglers' Association on a ten year lease from the 14th February, 1942, at £5 10s. 0d. per annum and this Lot is sold subject to this lease, but for the purpose of sale no apportionment has been made.

TENANCY.—Let to Mr. B. Morphet on a yearly tenancy, the house and buildings from 12th May and the lands from 5th April at £180 per annum.

SCHEDULE—LOT 2

Ord. No.	Description	Area	Remarks
Pt. 95	Meadow	1.313	Let to Mr. B. Morphet at £180 per annum.
94	Meadow	2.169	
Pt. 93	House, Buildings and Orchard	.305	
96	Meadow ... ..	.627
Pt. 97	Meadow	4.637	
103	Meadow	9.065	
104	Meadow	3.376	
102	Woodland and Building	.275	
105	Meadow	11.199	
106	Pasture	11.224	
109	Pasture	21.880	
110	Pasture	1.583	
Pt. 108a	Pasture ... ..	.600
111	Pasture	2.821	
85	Meadow	2.057	
192	Brae Pasture	1.957	
195	Brae Pasture	19.584	
N.K.	Limekiln Pasture	30.360	
N.K.	High Pasture	26.240	
N.K.	High Pasture	6.430	
N.K.	High Pasture	26.627	
N.K.	Meadow	7.150	
N.K.	Pasture	4.580	
N.K.	Meadow	1.500	
N.K.	Pasture and Buildings	3.220	
N.K.	Pasture and Buildings	3.330	
N.K.	Dale on Selside Moss	12.837	
Pt. 101	Track406	In hand.
Pt. 112	River	3.422	Let to the Members of the Manchester Anglers' Association. See Note above.
		220.774	

LOT 3

(Coloured Brown on Plan)

Area 173 acres 0 roods 26 poles

THE DESIRABLE VILLAGE HOLDING

of

SELSIDE FARM

SITUATION.—This very productive farm, suitable for either dairying or stock raising, is located practically in the centre of the village, just to the North of the School.

THE FARM HOUSE occupies a pleasant position facing South and comprises a stone built property containing SITTING ROOM provided with two built-in cupboards fitted shelves and access to a combined LIVING KITCHEN with range and sink (cold water). Also another SITTING ROOM, two Dairies and Cellar containing large soft water tank. Outside E.C. On the Upper Floor are found TWO LARGE BEDROOMS, THREE SMALLER BEDROOMS and a Boxroom.

THE FARM BUILDINGS.—The majority of the buildings adjoin the house and include a Two-stall STABLE with Loft above, a good BARN containing tyings for two beasts and two calfs with baulks above, LOOSE BOX with GRANARY over and Piggery. Also forming part of this holding is a detached stone built CART SHED and a HAY STORE, the latter adjoining the main village road.

With this holding, in O.S. 76, there is an OUTBARN, known as "Raymer Barn," including tyings for four beasts and eight stirks with baulk over and an adjoining lean-to IMPLEMENT SHED. In O.S. 88 another OUTBARN is provided and known as "Broad Dale Barn," contains accommodation for eighteen beasts with Hay Lofts over each set of tyings. Water trough in Yard. In Park Pasture, "Shaw House Barn" has tyings for five beasts and four stirks with baulk above and adjoining LOOSE BOX. Sheep Dip in yard with water trough.

THE LAND.—The lands of this farm for the most part are located to the North of the village in various enclosures, each group being virtually in a ring fence and comprising the excellent feeding pastures on Selside Shaw Rigg, but also offered are the conveniently placed and productive meadows of Hornsea Hill and Tewit Hill, the latter area enjoying a considerable frontage to the Ribble.

RIGHTS OF WAY.—There is a Right of Way reserved over O.S. 77 and O.S. Pt. 61 of this Lot along the existing route or track for the benefit of Lot 1 and over O.S. 77 of this Lot along the existing route or track for the benefit of Lots 2 and 4.

WATER SUPPLY.—Piped supply from spring in lands of Lot 2.

GRAZING RIGHTS.—This Lot is sold with the benefit of the right of one Horse Gait on Far Moor, thirty-three Sheep Gaits on Fell Close and nine Sheep Gaits on Sulber as at present enjoyed.

FISHING.—Certain fishing rights in the River Ribble *ex adverso* the lands of this Lot, are at present let together with the rights of fishing *ex adverso* the lands of Lots 1, 2 and 4 to the Members of the Manchester Anglers' Association on a ten year lease from the 14th February, 1942 at £5 10s. 0d. per annum, and this Lot is sold subject to this Lease, but for the purpose of Sale no apportionment has been made.

Other fishing rights in the River Ribble *ex adverso* the lands of this Lot, are at present let together with the rights of fishing *ex adverso* the lands of Lot 4 to the Members of the Manchester Anglers' Association at £4 per annum, but for the purpose of sale no apportionment has been made.

TENANCY.—Let to Messrs. R. T. & W. Lambert on a yearly tenancy, the house and buildings from 12th May and the lands from 2nd February at £125 10s. 0d. per annum.

SCHEDULE—LOT 3

Ord. No.	Description	Area	Remarks
81	Hornsea Hill Meadow	13.672	
82	Woodland ... ..	.852	
76	Meadow and Building	4.940	
74	Meadow	3.294	
107	Pasture	6.209	
108	Pasture	12.053	
N.K.	House, Buildings and Paddock	1.580	
86	Meadow	2.223	Let to Messrs. R. T. & W. Lambert at £125 10s. 0d. per annum.
88	Meadow and Building ... ..	.579	
98	Meadow	2.969	
89	Pasture ... ..	.519	
N.K.	Meadow	7.000	
N.K.	Pasture	89.000	
78	Meadow	1.146	
Pt. 108a	Pasture ... ..	.284	
N.K.	Building ... ..	.005	
N.K.	Dale on Selside Moss	21.450	
77	Roadway	1.256	In hand.
Pt. 61	Roadway ... ..	.117	
Pt. 112	River ... ..	.760	Let to the Members of the Manchester Anglers' Association. See Note above.
Pt. 83	River ... ..	.260	
N.K.	River	3.000	
		<u>173.168</u>	

Special Conditions of Sale

1. The property is sold subject to the Edition and Revision of the Law Society's Conditions of Sale current at the date of this contract, so far as they are not varied by or inconsistent with these Conditions.

2. The Stipulations hereinbefore contained shall be deemed to form part of these Conditions.

3. The Vendors' Solicitors are Messrs. Simpson Curtis & Co., whose office is at 41, Park Square, Leeds 1.

4. The deposit shall be at the rate of £10 per cent, on the purchase money and shall be paid to the Vendors' Solicitors as stake-holders.

5. The date fixed for completion is the Twelfth day of May, 1950.

6. The Vendors are selling as Trustees.

7. The Abstract of Title shall commence :—

(1) As to part of Lot 1 with a Conveyance dated the 5th day of August, 1926, and made between Isabella Tetley Eleanor Hart and Mary Derham of the one part and James William Morphet of the other part.

(2) As to the remainder of Lot 1 with a Conveyance dated the 15th day of December, 1921, and made between Edward Ayrton of the first part Eleanor Ayrton and Richard Turner of the second part, the said Edward Ayrton of the third part and Dorothy Fawcett Mary Isabel Drinkall Annie Phyllis Ayrton Ada Eleanor Booth and Margaret Alice Ayrton of the fourth part.

(3) As to part of Lot 2 with a Conveyance dated the 24th day of September, 1930 and made between John Lister Ratcliffe of the one part and the said James William Morphet of the other part.

(4) As to the remainder of Lot 2 with the hereinbefore mentioned Conveyance of the 15th day of December, 1921.

(5) As to Lot 3 with the hereinbefore mentioned Conveyance of the 15th day of December, 1921.

(6) As to Lots 4 and 5 with a Conveyance dated the 10th day of December, 1901, and made between William Foster of the first part Anne Foster of the second part Dawson Smith of the third part and Jeremiah Smith Thomas Smith Richard Smith James William Smith and Harry Edwin Smith of the fourth part.

8. The Tenure of the property is freehold.

9. (i) The property is believed to be and shall be taken as correctly described, and any incorrect statement, error or omission found in the particulars, sale plan, if any, or conditions shall not annul the sale, or entitle any purchaser to be discharged from his purchase, nor shall the Vendors or any purchaser claim or be allowed any compensation in respect thereof.

(ii) This condition shall take effect in substitution for Clause 31 of the General Conditions.

10. The property is sold subject to the existing tenancies.

11. Lots 1 and 2 are sold subject to the rights of the Lord of the Manor of Newby preserved by the Law of Property Act, 1922, and mentioned in three agreements, two of which are dated the 16th day of May, 1933, and made between Sidney James Farrer of the one part and the said James William Morphet of the other part and the third is dated the 31st day of December, 1935, and made between the said Sidney James Farrer of the one part and Annie Phyllis Ayrton Dorothy Fawcett Mary Isabel Drinkall Ada Eleanor Booth and Margaret Alice Cresswell of the other part and also to all other matters referred to in a Conveyance dated the 30th day of April, 1945, and made between the said James William Morphet of the one part and the Vendors of the other part.

12. Lot 3 is sold subject to the reservations of mines and minerals and the timber on and the sporting rights over the moors and commons of the Manor of Newby and the other rights (if any) preserved by the Twelfth Schedule to the Law of Property Act, 1922, and referred to in a Compensation Agreement dated the 31st day of December, 1935, and made between the said Sidney James Farrer of the one part and Dorothy Fawcett Mary Isabel Drinkall Annie Phyllis Ayrton Ada Eleanor Booth and Margaret Alice Cresswell of the other part.

13. Lots 4 and 5 are sold subject to the rights of the said Lord of the Manor of Newby preserved by the Law of Property Act, 1922, and referred to in an Agreement dated the 16th day of May, 1933, and made between the said Sidney James Farrer of the one part and the said James William Morphet of the other part.

14. The whole of the property is sold subject to all rights of way and all other easements and to all incidents of tenure affecting the same.

Form of Agreement

AN AGREEMENT made the _____ day of _____, 1950,
between **SIR ALBERT NEWBY BRAITHWAITE**, D.S.O., M.C., of 37, Grosvenor Square,
Mayfair, in the County of London, Knight, **EDWARD ARNOLD BRAITHWAITE**, of
Brownberrie Manor, Horsforth, in the County of York, Engineer and **CHARLES ARTHUR
WIGGINS**, of "Hill Court," Headingley, in the City of Leeds, Retired Bank Manager.
hereinafter called "the Vendors" (by their agents mentioned below) of the one part and

hereinafter called "the Purchaser(s)" (by h_____ (their) agents mentioned below) of the other
part.

WHEREBY it is agreed that the Vendors shall sell and the Purchaser(s) shall purchase Lot(s)
described in the above Particulars at the price of

subject to the foregoing Special Conditions of Sale and the said General Conditions and the
Purchaser(s) ha_____ paid the sum of

as a deposit thereon

As witness the hands of the parties hereto.

Purchase Money	£
Deposit	£
	<hr/>
Balance	£
	<hr/> <hr/>

Abstract of title to be delivered to