

LOT 62

(Coloured Pink on Inset No. 1)

WITH VACANT POSSESSION

No. 6, River Place

being

A SMALL STONE AND SLATE TERRACE HOUSE

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

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

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

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

Main Water, Electricity and Drainage connected.

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

.018 Acre

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

Rateable Value £10.

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

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

LOT 63

(Coloured Yellow on Inset No. 1)

WITH VACANT POSSESSION

An Important Building Site

with the benefit of Outline Planning Consent

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

THE LAND

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

about 830 sq. yds.

and all Services are available.

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

Apportioned Tithe Redemption Annuity 10d. per annum.

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

LOT 64

(Coloured Pink on Inset No. 1)

WITH VACANT POSSESSION

No. 23, South Street

GARGRAVE

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

.008 Acre

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

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

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

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

Main Water, Electricity and Drainage connected.

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

Rateable Value £7.

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

LOT 65

(Coloured Green on Inset No. 1)

THE ADJOINING AND SIMILAR TERRACE HOUSE

being

No. 22, South Street

GARGRAVE

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

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

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

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

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

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

.009 Acre

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

Rateable Value £7.

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

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

The Threshfield Private Estate Water Supply

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

Total Gross Income of about
per £643 6s. 11d. annum
(according to meter readings for 58 weeks up to
31st March, 1959)

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

1 Acre 2 Roods 20 Poles

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

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

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

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

The Rateable Value of the Supply is £50.

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

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

Special Conditions of Sale

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

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

11. All Lots are sold subject to any Resolution, Scheme, Plan, Order or Notice affecting the same under or by virtue of the Town and Country Planning Acts, 1947 and 1954, all restrictions (if any) affecting the same under the Restriction of Ribbon Development Act, and any matters registered as Local Land Charges. Any Plan or Order under or by virtue of any of the said enactments made prior to completion shall not annul the sale of any Lot or entitle the Purchaser thereof to any compensation.

12. Except where expressly stated in the Particulars there is no subsisting claim for compensation for loss of development value under the Town and Country Planning Acts, 1947 and 1954, in respect of any Lot. In any case in which a Lot or part of a Lot is stated in the Particulars to have an unexpended balance of development value, either alone or in conjunction with any other Lot or Lots or other property, the Land Agents will on request supply such evidence relating thereto as is in the Vendor's possession. The Vendor on completion of the last sale which may affect the apportionment or payment of any such unexpended balance or part thereof will on request furnish to the Central Land Board particulars of any such sale and purchase, but thereafter all steps necessary for the apportionment or otherwise in respect of any such unexpended balance or any part thereof shall be taken solely by the Purchaser or Purchasers concerned.

13. Any Lot affected thereby is sold subject to and with the benefit of any orders, notices, directions, obligations, liabilities, consents and other matters affecting the same or any part thereof, made, given or imposed by any Minister, government department, agricultural executive committee, local authority, or other competent authority, pursuant to the Agriculture Act 1947 or the Agricultural Holdings Act 1948, or any statutory provision amending the same or either of them, or any other state relating to agriculture or dairy farming, and to any liability of the Vendor to pay compensation under the Agricultural Holdings Act 1948 or any amendment thereof. The Purchaser of any such Lot shall be deemed to purchase with full notice of all such matters as aforesaid, whether or not mentioned in the Particulars, and shall keep the Vendor fully indemnified against the same. Each Purchaser shall be deemed to purchase with full knowledge of the state and condition of the Lot purchased by him, and of the cultivation thereof, whether or not he shall have inspected the same, and shall take the same in that state and condition as subsisting at the time of his purchase.

14. The commercial standing timber on certain Lots has been measured, valued and scribed by competent Timber Valuers, proper allowances having been made for bark and defective trees, and the amount of the value of such timber, as so valued, has been stated in the Particulars of those Lots as follows:—

"Value of Timber £ . . ."

The respective Purchasers of these Lots shall purchase the scribed Timber on these Lots at the respective values so stated in the Particulars of these Lots and the amount of that timber value in the case of any of these Lots shall be paid by the Purchaser of that Lot in addition to the purchase price and shall for all purposes, including payment of the deposit, be deemed part of the purchase money. The remaining non-commercial timber on these Lots and the timber on the remaining Lots will be included in the sale of such respective Lots.

15. Each Lot is sold subject to Tithe Redemption Annuity, Drainage Rates (if any) and any other outgoings assessed or charged thereon or payable in respect thereof, whether or not stated in the General Remarks, Particulars, Stipulations or Conditions of Sale. The Estate is subject to Tithe Redemption Annuity amounting in the whole to £163 2s. 9d. per annum and this amount has been informally apportioned to the Auctioneers for the guidance only of Purchasers and the respective apportioned amounts so arrived at are stated in the Particulars for the information of Purchasers. Every such apportionment shall be accepted by the respective Purchasers of the Lots affected thereby and shall be binding on them unless and until some further or other apportionment or apportionments shall have been made by the Tithe Commissioners. No evidence shall be required by the Purchaser of any Lot of any exemption of that Lot or any part thereof from Tithe Redemption Annuity.

16. Each Lot is sold subject to and with the benefit of the tenancy or tenancies (if any) affecting the same. Many of the tenancy agreements are not in writing and in any such case the Purchaser of the Lot affected thereby shall be entitled to such information as to the nature and terms and conditions of the tenancy concerned as the Vendor's Land Agents are able to provide, but shall make no objection on the ground that the terms and conditions of the tenancy are not embodied in or evidenced by any writing and shall be content with such information as to those terms and conditions as the said Land Agents are able to supply and such further information as to such terms and conditions as he can obtain by inquiry of the tenant or occupier of any part of the Lot concerned and shall be deemed to purchase with notice in all respects of the terms and conditions of any such tenancy of that Lot. Adjustments have been made from time to time, by agreement oral or otherwise, in the terms and conditions of various agreements (whether entirely oral, or wholly in writing, or partly oral and partly in writing) and in the land comprised therein and the rents thereby reserved, and no objection shall be made by any Purchaser on the grounds that any such adjustments have so been made. In any case when the Vendor has a counterpart or copy, or other evidence in writing as to the terms and conditions of any tenancy agreement in writing (wholly or in part) and affecting any Lot or any part thereof, the Purchaser shall be entitled to have the same produced to him but shall not make any objection on the grounds