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Re W. G. M. FOSTER, Esquire, Horton-in-Ribblesdale.

VALUABLE  
**Stock Rearing & Dairy Farms**  
Grouse Moors, Fishing, etc.

**HORTON-IN-RIBBLESDALE,**  
**Yorkshire.**

**Auctioneers:**

**Messrs. RICHARD TURNER & SON, BENTHAM, near Lancaster.**

**Solicitors:**

**Messrs. TYRWHITT & MARSHALL, 10, George Street, OXFORD.**

# HORTON-IN-RIBBLESDALE, Yorkshire.

MAIN L.M. & S. LINE LEEDS and CARLISLE.

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Important Dispersion Sale of Valuable STOCK REARING  
and DAIRY FARMS, GROUSE MOORS, FISHING,  
Etc.

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To be offered for SALE BY AUCTION by

Messrs. RICHARD TURNER & SON,

At the GOLDEN LION HOTEL, Horton-in-Ribblesdale,

ON SATURDAY, JUNE 6TH, 1925,

At 2-30 o'clock in the afternoon,

*Subject to the Stipulations herein mentioned, and to the Conditions of Sale of  
the Berks, Bucks, and Oxon. Law Society.*

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*A Plan of the Estate may be seen at the Office of the Auctioneers, and in the Sale Room.*

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RICHARD TURNER & SON, Auctioneers, Bentham, Lancaster.

Messrs. TYRWHITT & MARSHALL, Solicitors, 18, George Street, Oxford.

**Important Sale of**  
**VALUABLE STOCK REARING and DAIRY FARMS,**  
**COUNTRY RESIDENCE, GROUSE SHOOTING, etc.**  
**HORTON-IN-RIBBLESDALE, Yorkshire.**

TO BE SOLD BY AUCTION BY  
**MESSRS. RICHARD TURNER & SON,**  
At the **GOLDEN LION HOTEL, Horton-in-Ribblesdale,**  
**On SATURDAY, JUNE 6th, 1925,**

At 2-30 o'clock in the Afternoon precisely.

Subject to the Conditions of Sale of the Berks., Bucks., and Oxfordshire Law  
Society, to such special conditions and in such lot or lots as may be  
determined upon at the time of Sale.

**Parts of CROOKS FARM.**

- Lot 1.**—5 Closures of **Meadow and Pasture Land**, with Barn and Shippon for 12 Cattle therein, containing 34 acres, 2 roods, 39 perches or thereabouts. Nos. 626, 627, 629, 552, 553 on Ordnance Survey.
- Lot 2.**—5 Closures of **Pasture and Meadow Land**, containing 48 acres, 1 rood, 13 perches, with Crooks Barn and Shippon. Nos. 632, 342, 343, 631, 467 on Ordnance Survey.
- Lot 3.**—4 Closures of **Meadow Land**, containing 13 acres, 3 roods, 16 perches or thereabouts. Nos. 344, 345, 345 and 346 on Ordnance Survey, with High Crooks Barn and Shippon.
- Lot 4.**—4 Closures of **Land**, known as Murray's Land, containing 23 acres, 1 rood, 18 perches, of Meadow and Pasture Land. Nos. 510, 511, 470, 508 on Ordnance Survey.
- Lot 5.**—A Closure of **Meadow Land**, containing 3 acres, 0 roods, 39 perches. No. 348 on Ordnance Survey.
- Lot 6.**—A Closure of **Meadow Land**, known as Chapel Meadow, containing 4 acres, 2 roods, 5 perches. No. 350 on Ordnance Survey.
- Lot 7.**—A Closure of **Meadow Land**, known as Bridge Meadow, containing 2 acres, 2 roods, 17 perches. No. 454 on Ordnance Survey.
- Lot 8.**—A Closure of **Pasture Land**, known as Church Field, containing about 1 acre, together with a substantial Dwelling House, suitable Farm Buildings, etc. No. 392 on Ordnance Survey.

**Lot 9.**—Part of **Butts Pasture**, about 7 acres in extent. No. 351 on Ordnance Survey.

*The above 9 lots are in the occupation of Mr. GEO. RAYSON as yearly tenant.*

**Lot 10.**—A Valuable **Stock Rearing Farm**, known as

## TOWN HEAD FARM,

in the occupation of Mr. ROBT. DUNSDALE, part in hand and part in the occupation of Mr. GEO. RAYSON, containing 66 acres, 2 roods, of rich Meadow and Pasture Land, and 232 acres, 1 rood, 3 perches, of sound Limestone Grazing, convenient Dwelling House and suitable Farm Buildings.

**Lot 11.**—A sound Closure of **High-lying Heather and Limestone Grazing**, in the occupation of Mr. ANTHONY GREENHANK, containing 62 acres, 1 rood, 13 perches, known as Glass Moss.

**Lot 12.**—2 Closures of sound **Limestone Land**, in the occupation of Mr. JEFFREY DUNSDALE, containing 62 acres, 3 roods, 38 perches, known as Drackenber Pasture.

**Lot 13.**—A Valuable

## GROUSE MOOR known as TURPEN,

containing 161 acres or thereabouts, in the occupation of Mr. ROBT. DUNSDALE.

**Lot 14.**—A sound **Stock Rearing and Sheep Breeding Farm**, known as

## SCALE FARM,

in the occupation of Mr. H. MORFRET. Black Dub, Burnt Rig and Blakber Moss, in the occupation of Mr. METCALFE, containing in the whole, 449 acres, 0 roods, 18 perches, of sound Pasture, Meadow and Limestone Land, with excellent Grouse Shooting.

*This lot is sold subject to an agreement with Miss Ayton to take Water from Stallion Pasture, expiring Sept. 30th, 1925.*

**Lot 15.**—

## The Residence known as DOUK GHYLL,

at present unoccupied, containing 2 Reception Rooms, 4 Bedrooms, Bathroom, W.C., Kitchen, Sculleries, Garages, Conservatory, Barn, Shippon, and Out Houses, Grounds, Meadow and Plantation Land, contained in an area of 9 acres, 1 rood, 38 perches. Numbered 397, 398, 405, 391 on Ordnance Survey.

The above Lots are admirably situated in the district of Horton-in-Ribblesdale. All the Houses are within  $\frac{1}{2}$  of a mile from the L.M.&S. Railway Station, they form first-class and noted Stock Rearing Farms with sound highland Grazing. There is excellent fishing in the Ribble, and the Moors form a superior Grouse Shoot.

Mr. COOK, Douk Ghyll, will show the property, and farther information may be had from the

**AUCTIONEERS, Bentham, nr. Lancaster,**  
or Messrs. **TYRWHITT & MARSHALL,**

Solicitors, 18 George Street, Oxford.

## STIPULATIONS.

**1. Fixtures.**—All Landlord's fixtures, the property of the Vendor, will be included in the Sale.

**2. Tenants' Fixtures.**—All erections, fixtures and fittings, which belong to the Tenants, whether mentioned in the Particulars or shown on the Plans or not, are excluded from the Sale.

**3. Rights of Way, Easements, Outgoings.**—The Sale is subject to and with the benefit of all existing Rights of Way, Rights of Water, Light and Drainage, Easements and Outgoings, affecting the property, whether mentioned in these Particulars or not, and to existing Tenancies and Tenants' Rights and to any Claim the Tenants may have under their Agreements, Customs of the Country, Agricultural Holdings Acts or otherwise. The Tenancy Agreements and Leases, or copies thereof, where in writing, can be inspected at the Office of the Vendor's Solicitors, at Oxford, by appointment, and each Purchaser shall be deemed to have full notice of the contents thereof, whether availing himself of such opportunity of inspection or not.

**4. Cultivation.**—The cultivations given in the Schedule are those existing in June, 1923, and are subject to the Tenants' Rights to vary the same, whether arising under their Agreements or Leases or otherwise.

**5. Occupation Roads.**—The Purchaser shall take over all the Vendor's rights and liabilities in occupation roads.

**6. Valuations.**—All valuations for Damage and other matters in cases in which the Vendor is interested will be made by the Auctioneers, whose decision shall be final, and in other cases shall be settled by and in accordance with the provisions of the Arbitration Act, 1889.

**7. Plans and Particulars.**—The Plans and Particulars are prepared for the convenience of intending purchasers, and, although believed to be correct, their accuracy is in no way guaranteed, and no claim for compensation or other relief will be admitted for errors, omissions or discrepancies, nor shall any sale be annulled by reason of any error, omission or discrepancy. Contracts will be made on these Particulars and the Revision Notes (if any) thereon which may be issued prior to the date of Sale, and on the Conditions of Sale, and any alterations therein made before or announced at the Sale.

**8. Outgoings.**—The Estate is free of Tithe and Land Tax except the first 9 Lots on which there is a Land Tax of 8/9 or thereabouts and a Tithe rent charge of 15/- all of which for the purpose of this Sale, shall be deemed to be charged on Lot 1. Lot 14 is subject to a Land Tax of £1 : 11 : 3½.

**9. Timber.**—The growing timber and underwood will be included in the purchase price.

**10. Apportionment of Rents, etc.**—The Rents, Property Tax, and other outgoings (if any) will be apportioned by the Auctioneers for the purposes of completion, and where necessary, between the respective Purchasers; and their decision on these or any questions arising as to Fixtures, Water Rights, Drainage, Boundaries, Fencing (including any question as to whether any boundary, wall or fence between any Lots is on and after the Conveyance of any Lot to the Purchaser thereof to be deemed a party boundary, wall or fence) Tenancy, Rights of Way, or otherwise, shall be final and binding on all parties. The Respective Purchasers shall not require the consent of any Tenant to such apportionment or decision as aforesaid.

**11. Tenancies.**—The Tenancies of the Farm run as to the lands from 14th February, and as to buildings from the 12th May and are subject to twelve months notice to quit. The Sporting rights are let to Mr. George Camille Waud, by Lease dated 30th April, 1918, for ten years, determining on 2nd February, 1928, and the Fishing rights to Manchester Anglers Association to 14th, February, 1926.

**12. Minerals.**—The Mineral Rights are included in the Sale.

**13.** In case of any discrepancy between these Stipulations and the Conditions of Sale the provisions of the latter shall prevail.

**14.** The foregoing Stipulations shall be deemed to form part of the Conditions of Sale.

RE W. G. M. FOSTER, ESQUIRE, HORTON-IN-RIBBLESDALE.

## CONDITIONS OF SALE.

The Property is sold subject to the General Conditions of the Berks, Bucks, and Oxfordshire Law Society and the following Special Conditions:—

1. The Purchase shall be completed on the 11th day of August, 1925.
2. The time for requisition or objections under the 9th General Condition is 14 days from delivery of the Abstract.
3. The title as to all the Property shall commence with the Will of John William Foster, Esquire, dated the 22nd day of December, 1874, who died on the 18th day of October, 1879, and whose Will was proved in the Wakefield District Registry on the 17th day of November, 1879.

The said John William Foster died seized of the Property agreed to be sold in fee simple in possession free from incumbrances, and the Purchaser shall not require any evidence of this fact beyond a Statutory Declaration to be made, if required, at the Purchaser's expense that he was so seized for 12 years and upwards prior to his decease.

4. Where rights of way or other rights have been heretofore enjoyed by tenants or others between properties divided into Lots for the purpose of the present Sale, such Lots will be sold, or if not sold retained, with the benefit of, or subject to, any such rights as the case may be. The Vendors shall not be called upon to more fully define any rights, or easements, mentioned in the Particulars or any other rights, or easements, or to give any further information than set out in such Particulars, and no requisition, or objection, shall be made with reference to the matters mentioned in this Condition.

5. Accounts for the assessment of the duties arising on the deaths of John and William Foster have been delivered to the Island Revenue Commissioners, but the duties have not yet been assessed. The fact that the duties have not yet been assessed and paid shall not delay the completion of the Sale, but the Purchaser shall accept an undertaking by the Vendors' Solicitors that the duties will be paid. The Purchaser shall not make any requisition or objection arising on, out of, or in connection with this question.

Lastly, the rate of interest payable under the 27th General Condition shall be 25 per cent. per annum.

# AGREEMENT.

I, *William Davidson*  
of *The Rungalm West in Paddock Farm*  
hereby acknowledge myself the Purchaser of the Property described in the within Particulars as Lot 7 for the sum of £200 : 0 : 0, and I have paid £20 : 0 : 0 as a Deposit and in part payment of the Purchase Money, and I hereby agree to pay the remainder thereof and to complete the purchase according to the within written Conditions of Sale and annexed Particulars, and the General Remarks and Stipulations therein contained.

Dated this 6<sup>th</sup> day of *June* 1925.

Purchase Money ... .. £200 : 0 : 0

Deposit paid ... .. £20 : 0 : 0

Balance ... .. £180 : 0 : 0

As Agents for the Vendor, WILLIAM GERALD MARRINER FOSTER, of Whitehead, Saskatchewan, in the Dominion of Canada, ESQUIRE, we hereby confirm this Sale and, as Stakeholders, we acknowledge the receipt of the above-mentioned Deposit.

Abstract of Title to be sent to:—

*Mr. Saut*

*Sr.  
Lira*

*Graham Marshall*

