

# NORTH LANCASHIRE

About 3 miles North of Carnforth (L.M. & S. Ry. Main Line) amidst wonderful unspoilt country

THE FREEHOLD, AGRICULTURAL AND  
SPORTING PROPERTY KNOWN AS

# Capernwray Hall Estate

EXTENDING TO ABOUT

**2,352 Acres,**

COMPRISING

CAPERNWRAY HALL

and BORWICK HALL with

TWELVE VALUABLE FARMS

Small Holdings, Cottages and Small Saw Mill

:: :: Well-Timbered Woodlands :: ::

Small Sporting Properties and Fishing Rights

producing an

Estimated and Actual Rental of £2,846 per annum.

*To be offered for Sale by Auction, as a Whole, in Blocks, or  
in separate Lots (unless previously disposed of privately), by*

Messrs.

# Procter & Birkbeck

*At the TOWN HALL, Lancaster, on  
WEDNESDAY, the 11th day of SEPTEMBER, 1946,  
at 1 p.m. promptly.*

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Solicitors - - - Missrs. STURTON & SON, 16, CASTLE PARK, LANCASTER (Telephone 175).

Auctioneers and Surveyors: MISSRS. PROCTER & BIRKBECK, 32, MARKET SQUARE, LANCASTER  
and at Windermere and London. (Telephone 107).

From whom copies of these Particulars, Price 5s. each, can be obtained.

## GENERAL REMARKS

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### 1. HOW TO VIEW :—

These particulars will admit to view, by permission of the respective Tenants, but intending Purchasers are asked to kindly notify the Auctioneers, if possible, who will make all arrangements for them.

### 2. SITUATION :—

Capernwray Hall Estate, is about three miles from Carnforth (Junction L.M. & S. Rly.), eight miles from Lancaster, thirteen miles from Kendal, twenty-two miles from Windermere Lake, and eight miles from Morecambe. It is amidst undulating well-wooded country with some of the most delightful and picturesque scenery in England.

### 3. TIMBER :—

There is very valuable Timber on the Estate which is included in the respective Lots.

### 4. SHOOTING :—

The Estate affords excellent Shooting and the Woodlands are so placed as to provide really good Sport. Although little rearing has been done during the years of war, capital sport is to be obtained and a fair head of wild pheasants should be got in addition to wild ducks, snipe, woodcock and partridge.

### 5. SALMON AND TROUT FISHING :—

The famous River Lune is within a short distance, for first-rate Salmon, Sea Trout and Trout Fishing. The River Keer runs through the Estate and provides Sea Trout and Trout Fishing. Sea Fishing in Morecambe Bay only eight miles distant.

### 6. GOLF LINKS :—

There are four Golf Courses within easy reach, namely, Lancaster, Morecambe, Heysham and Silverdale.

### 7. HUNTING :—

The Oxenholme Staghounds, the Vale of Lune Harriers, the Kendal Otter Hounds meet regularly during the season.

### 8. CATTLE MARKETS :—

At Carnforth, Lancaster, Kendal and Kirkby Lonsdale. Carnforth being a junction there are facilities for trucking cattle direct to any part of the country.

### 9. CAPERNWRAY HALL :—

The attention of Prospective Purchasers is drawn to the possibility of converting the Hall into a Block of Attractive Flats.

# STIPULATIONS

Forming part of Conditions of Sale.

## 1. TENANT'S FIXTURES.

ALL the ERECTIONS, FIXTURES and FITTINGS belonging to the Tenant, whether mentioned in the Particulars or shown on the Plan or not are excluded from the Sale.

## 2. 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, Rights of any Public Authorities, Easements and Outgoings affecting the Property whether mentioned in these Particulars or not and particularly to the following:-

- (i) **Grant of Rights and Easements to Public Water Undertakings.**
  - (a) MANCHESTER WATERWORKS. The Thirlmere Aqueduct passes through Lots 10, 11, 15 and 17 as shown on the plan and these Lots are sold subject to the rights and powers of the Manchester Corporation in relation thereto.
  - (b) CAENFORTH WATERWORKS COMPANY. This Company have the right to maintain, repair and renew a line of 4 inch pipes from the Thirlmere Aqueduct through Lots 15, 16, 13 and 18 to the Reservoir adjoining Lot 18 and Lots 15, 16, 13 and 18 are sold subject to this Grant, AND also an Overflow and without pipes over part of Lots 18 and 13.
  - (c) LENDALE RURAL DISTRICT COUNCIL. This Council have the right to maintain, repair and renew about 40 yards of water pipe in Field No. 219.
- (ii) **Grant of Easement for Underground Cables and Leases of Sites for Transformer Stations to the Lancaster Corporation.**
  - (a) UNDERGROUND CABLE on Lots 1, 2, 5, 7, 10, 12, 13, 28, 29, and 34.
  - (b) TRANSFORMER SITES leased on Lots 1, 11 and 13.
- (iii) **The following Acknowledgements for Various Licences are paid Annually to the L. M. & S. Railway Company:-**
  - (a) Lots 4 and 5. Pipe under Railway : Five Shillings.
  - (b) Lot 6. Pipe over Borwick Bridge : Five shillings.
  - (c) Lot 9. Pipe across Railway Bridge : Five shillings.
  - (d) Lot 26. Motor Chamber on Canal Slope : Five shillings.
  - (e) Lot 31. Water Pipe : Five Shillings.
- (iv) **Private Water Supplies :-**
  - (a) The GARDENER'S COTTAGE part of Lot 1., the FARMHOUSE and FARM BUILDINGS part of Lot 3 are supplied from the private main supplying Capernwray Hall. Lots 1 and 3 are sold respectively with the benefit and liabilities of such supplies being continued as at present used and enjoyed. The costs of upkeep to be borne in equal shares between the owners of Lots 1 and 3.
  - (b) The GATHERING GROUND for the supply to the Hall, the Farmhouse, Farm Buildings and Gardener's Cottage is on and forms part of Lot 3 which Lot will accordingly be sold subject to the obligation not to do or permit to be done thereon anything which would or might in any way stop, divert, pollute or in any way damage or interfere with the said private water supply or the tanks wells or pipes or other apparatus connected therewith.
  - (c) HIGH LODGE—Lot 22. This House has a water supply from a Spring on Lot 19, and Lot 19 is sold subject to such supply being continued.
  - (d) RAILWAY HOUSES—Lot 25. These Cottages have a supply from Overhead Quarry (Lot 13), and are sold with the benefit of such right as at present used and also with the right to lay a one inch pipe from the said Quarry to the said Houses for and to take water from the said Quarry for the domestic purposes of the said Houses, making good all surface damage thereby occasioned. Lot 13 is accordingly sold subject to such right.
  - (e) The SUPPLY PIPE LINE to Borwick Hall and Manor Farm (Lots 4 and 5) crosses Lots 7, 8 and 13 and such Lots are sold subject to the liability of such Pipe Line being maintained, repaired and renewed.
- (v) **Septic Tanks Cesspools Drains etc.**

The Drainage Tank for the Hall is situate on Lot 2. The Drainage Tank for the Gardeners' Cottage is situate on Lot 3. The Drainage Tank for Capernwray Row Cottages (forming part of Lot 13) is situate on Lot 28. The overflow from the Drainage Tank forming part of Lot 4 is discharged on to Lot 5.

Lots 2, 3, 28 and 5 are accordingly sold subject to the rights of the respective owners of Lots 1, 13 and 4 to maintain and continue the present system of drainage of their respective Lots with all necessary and appropriate rights of entry for inspection, repair and maintenance.

(vi) Rights of Way.

Lot 2 is sold subject to the right of the owner or owners for the time being of Lot 1 to the unobstructed use for all purposes of the Carnegie Drive leading from Borwick Lodge to Capernwray Hall; ALSO to the free and unobstructed use of the footpath leading from the Church to Capernwray Hall.

Lot 3 is sold subject to a right of way for all purposes for the owner or owners for the time being of Lot 1 over the roadway to Capernwray Park Cottage as shown and coloured pink on the said plan.

Lot 36 is sold subject to a right of way for all purposes over the existing Drive for the owner or owners for the time being of Lots 2 and 3.

Lot 1 is sold subject to a right of way for all purposes over the top Carnegie Drive leading from High Lodge to the north-east boundary of Lot 1 for (a) the owner or owners for the time being of Lot 3; and (b) the owner or owners for the time being of Lot 10.

Lot 3 is sold subject to a right of way for all purposes over the existing roadway for the owner or owners for the time being of Lot 10.

Lot 9 is sold subject to a right of way down the easterly side of Field No. 35 (Ordnance No.) to Field No. 39 (Ordnance No.).

Lots 8, 13 and 27 are sold with the benefit of and subject to the rights of way and other privileges mentioned or referred to in a Deed of Conveyance dated the 13th day of November, 1909 and made between the Rt. Hon. the Earl of Crawford of the one part and George Powys Henry Marion of the other part. (Copies of this Deed and of the explanatory plan endorsed thereon are available for inspection).

Lots 19 and 20 are sold subject to a right of way for all purposes for the owner or owners for the time being of Lot 9 in Fields Numbers 191 and 192 on the Ordnance Survey.

Lot 22 is sold subject to the right of the owner or owners for the time being of Lot 19 to enter upon Lot 22 for the purpose of repairing, maintaining and renewing the buildings now standing on Lot 19 and adjoining Lot 22.

Lot 13 is sold subject to the right of the owner or owners for the time being of Lots 4, 5 and 12 or any of them to maintain, repair and renew the existing wells, tanks and apparatus at the head of the Private Pipe Line supplying Lots 4, 5 and 12.

Lot 31 is sold subject to a right of way for the London Midland and Scottish Railway Company over a roadway on the north-west side of the house and buildings forming part of this Lot.

Lot 18 is sold subject to a right of way for the Carnforth Waterworks Company across Field No. 297 from Lord's Lot Road to the Reservoir.

### 3. OCCUPATION ROADS.

The Purchaser of any Lot shall take over all the Vendors' rights and liabilities regarding the Occupation Roads within or without their respective Lots, except where they may be specially included with and form part of other Lots.

LODS LOT ROAD, so far as included in Lot 18 shall be repaired and maintained at the joint and equal expense of the owner or owners for the time being of Lots 13, 15, 16 and 18 the said Road from the Northern boundary of Lot 18 up to the Entrance to High Park Cottage shall be repaired and maintained by the owner or owners for the time being of Lots 15 and 16 in equal shares.

### 4. THE PROPERTY

is sold subject to the existing Tenancies and tenant's rights under Law  
Custom or Agreement.

The Tenancy Agreements or Leases or Copies thereof where in writing with all other Deeds and Agreements mentioned or referred to in these Particulars can be inspected by appointment at the Office of the Vendors' Solicitors Messrs. STURTON and SONS, at 16, CASTLE PARK, LANCASTER, and each Purchaser shall be deemed to have full notice of the contents thereof whether availing himself of such opportunity of inspection or not.

### 5. PLANS AND PARTICULARS.

The Plans and Particulars have been prepared for the convenience of intending purchasers and although believed to be correct their accuracy is not guaranteed and no claim will be admitted for errors or discrepancies.

Contracts will be made on these Particulars and on the Revision Notes (if any) thereon which may be issued prior to the date of Sale and on the Conditions of Sale and any alteration made therein before or announced at the Sale.

### 6. WHERE LANDS IN ONE TENANCY,

Are sold in more than one Lot the Purchasers must make their own arrangements for giving Notice to Quit or otherwise in respect of such tenancy.

### 7. OUTGOINGS—TITHE.

The amounts given are fixed values. Where the amounts are separately apportioned in Lots this has been done approximately for the benefit of the Purchasers, but the Vendors shall not be called upon to give any legal effect to such apportionment nor is the accuracy of such figures guaranteed.

## 8. RIGHTS OF LIGHT.

Certain Windows in the Farmhouse and Buildings comprised in Lot 3 overlook Lot 1. Such Windows shall not be in any way obstructed by the owner of Lot 1 but shall be considered ancient lights.

## 9. LANCASHIRE WAR AGRICULTURAL EXECUTIVE COMMITTEE.

In addition to Land taken from the Owner direct the Lancashire War Agricultural Executive Committee requisitioned from the respective Tenants thereof the following Lands:—

|     |                                      | Ordnance No.                         | Acreage. | Total<br>Acreage. |
|-----|--------------------------------------|--------------------------------------|----------|-------------------|
| (a) | LOT 13—CAFERNWRAY<br>OLD HALL FARM — | 145, 144, 121, 143, 142, 141 ...     | 89.679   |                   |
| (b) | LOT 12—CAFERNWRAY FARM —             | 56 ...                               | 1.889    |                   |
| (c) | LOT 9—STARICKS FARM —                | 191 and 192 ...                      | 20.944   |                   |
| (d) | LOT 16—WITHFITT FARM —               | 213, 216 and 218 ...                 | 26.586   |                   |
| (e) | LOT 15—LONES LOT WOOD —              | 231 and 232 ...                      | 2.542    |                   |
| (f) | LOT 11—SUNNY BANK FARM —             | 166, 211, 212, 213, 219, and 220 ... | 74.565   |                   |
| (g) | LOT 10—CINNIS HILL FARM —            | 163 ...                              | 28.331   |                   |
|     |                                      |                                      |          | 244.456           |

It is understood that the Committee will retain possession until December, 1950.

As and when possession of such requisitioned land is given up the Owner may be liable to pay compensation for improved value as provided in the Agriculture (Miscellaneous War Provision) Act, 1940, Section 23.

## 10. ORDER OF SALE.

The Vendors reserve the right to sell the whole Estate or any Lot or part of any Lot before the Auction. To alter the order of Sale; to amalgamate Lots or to withdraw the whole of any Lot or Lots or parts thereof without declaring the Reserve Price.

# SUMMARY

| LOT.  | DESCRIPTION.                   | TENANT.                                      | AREA.   | RENTAL OR<br>G.E.R. |       |     |
|-------|--------------------------------|--|---------|---------------------|-------|-----|
|       |                                |  |         | £                   | s.    | d.  |
| 1     | Capernwray Hall                | Ripley Hospital Trustees                     | 54.296  | 258                 | 0     | 0   |
| 2     | Capernwray Park                | Mr. J. Rawlinson                             | 105.778 | 52                  | 0     | 0   |
| 3     | Capernwray Home Farm           | Messrs. J. Rawlinson & W. Johnson            | 84.024  | 76                  | 2     | 0   |
| 4     | Borwick Hall                   | Mr. R. C. de la Condamine                    | 7.710   | 120                 | 10    | 0   |
| 5     | Manor Farm                     | Mrs. M. Towers                               | 194.264 | 355                 | 10    | 0   |
| 6     | Pheasant Field Farm            | Vacant Possession                            | 18.578  | 70                  | 0     | 0   |
| 7     | Beck House Farm                | Mr. G. Foster                                | 99.973  | 179                 | 0     | 0   |
| 8     | Mansergh Farm                  | Mr. T. B. Jackson                            | 181.160 | 295                 | 0     | 0   |
| 9     | Staricks Farm                  | Messrs. J. Rawsthorn and<br>Lancaster R.G.S. | 114.342 | 130                 | 15    | 4   |
| 10    | Cinder Hill Farm               | Mr. T. Hudson                                | 152.938 | 127                 | 10    | 0   |
| 11    | Sunny Bank Farm                | Mr. W. Thistletonwaite                       | 176.202 | 124                 | 0     | 0   |
| 12    | Capernwray Farm                | Messrs. T. & T. J. Dawson & others           | 167.978 | 249                 | 0     | 10  |
| 13    | Capernwray Old Hall Farm       | Mr. B. Wightman                              | 386.534 | 340                 | 10    | 0   |
| 14    | Agricultural Land              | Lancashire W.A.E.C.                          | 154.709 | 60                  | 5     | 4   |
| 15    | Lord's Lot and Cottage         | Carnforth District Water Works Co.           | 129.025 | 28                  | 10    | 0   |
| 16    | Withets Farm                   | Mr. A. W. Moss                               | 55.786  | 35                  | 0     | 0   |
| 17    | Grazing Land                   | Messrs. T. & T. J. Dawson                    | 50.286  | 20                  | 0     | 0   |
| 18    | Land and Fishing Rights        | Carnforth District Water Works Co.           | 32.059  | 27                  | 10    | 0   |
| 19    | Hobson's House and Land        | Messrs. W. Johnson & T. Dawson               | 26.476  | 27                  | 10    | 0   |
| 20    | Park Lot and Wood              | Mrs. M. Towers                               | 21.988  | 8                   | 10    | 0   |
| 21    | Sharpe's Lot                   | Mrs. M. Towers                               | 19.142  | 14                  | 0     | 0   |
| 22    | High Lodge and Land            | Messrs. G. Wood & W. Johnson                 | 7.534   | 28                  | 0     | 0   |
| 23    | 1, Hill Top Cottages           | Mr. H. Cookson                               | 0.340   | 10                  | 8     | 0   |
| 24    | 2, Hill Top Cottages           | Mr. T. Western                               | 0.300   | 1                   | 11    | 6   |
| 25    | Railway Houses                 | Mr. G. Ashton and Miss Parkinson             | 0.518   | 4                   | 12    | 2   |
| 26    | Mill House, Field and Saw Mill | Mr. G. G. Wilson                             | 1.930   | 16                  | 0     | 0   |
| 27    | Quarry House and Wood          | Mrs. M. Hardie                               | 20.535  | 3                   | 18    | 6   |
| 28    | Accommodation Land             | Mr. G. G. Wilson                             | 3.125   | 4                   | 13    | 0   |
| 29    | Accommodation Land             | Mr. G. G. Wilson                             | 8.800   | 13                  | 4     | 0   |
| 30    | Accommodation Land             | Mr. G. G. Wilson                             | 6.884   | 10                  | 6     | 0   |
| 31    | Kitson House Small Holding     | Mr. W. Stavert                               | 9.684   | 31                  | 15    | 0   |
| 32    | Ivy Cottage                    | Mr. H. Shaw                                  | 0.420   | 14                  | 2     | 6   |
| 33    | Building Site                  | Vacant Possession                            | 0.861   | 1                   | 0     | 0   |
| 34    | Accommodation Land             | Mr. T. B. Jackson                            | 27.777  | 54                  | 0     | 0   |
| 35    | Accommodation Land             | Mr. T. B. Jackson                            | 21.602  | 35                  | 0     | 0   |
| 36    | East Lodge                     | Mr. R. Alston                                | 1.216   | 7                   | 16    | 0   |
| 37    | Accommodation Land             | Mrs. M. Towers                               | 3.682   | 6                   | 0     | 0   |
| 38    | Accommodation Land             | Mrs. M. Towers                               | 1.817   | 3                   | 0     | 0   |
| 39    | Accommodation Land             | Mr. W. Thistletonwaite                       | 2.053   | 1                   | 10    | 0   |
| TOTAL |                                |  |         | 2352.326            | £2846 | 0 0 |

**LOT 16**  
 (Coloured Red on Plan).

|                                |     |     |       |  |
|--------------------------------|-----|-----|-------|--|
| <i>Holding</i>                 | ... | ... | ...   | Withets Farm.  |
| <i>Tenant</i>                  | ... | ... | ...   | Mr. A. W. Moss.  |
| <i>Area of Farm</i>            | ... | ... | ...   | 51.523 acres.  |
| <i>Area of Woods (in hand)</i> | ... | ... | ...   | 4.263 ..   |
|                                |     |     | Total | 55.786 ..  |
| <i>Rental</i>                  | ... | ... | ...   | £35 0s. 0d.  |
| <i>Outgoings</i>               | ... | ... | ...   | Tithe Redemption Annuities 5s. 1d.   |
| <i>Tenancy</i>                 | ... | ... | ...   | Yearly, Land February 14th; Buildings May 12th;<br>House, Vacant Possession. |

## THE HANDY-SIZED HOLDING

known as

# Withets

enjoys a particularly pleasant situation overlooking Carnforth Reservoir and having magnificent and unobstructed views over Morecambe Bay to the Lakeland Mountains.

The HOUSE is in a semi-dilapidated condition and is excluded from the present tenancy. The Purchaser would thus have possession of the House on completion of purchase and could put in hand immediately the work of renovation, so that it would be available for occupation with the minimum delay.

### THE FARM BUILDINGS

include four-bay Barn, Shippens for 6 and Shippens for 8. Thirlmere Water passes within 75 yards of the house.

### SCHEDULE.

| NO. ON PLAN. | DESCRIPTION.        | ACREAGE. | TOTAL<br>ACREAGE. |
|--------------|---------------------|----------|-------------------|
| 233a         | Homestead           | ...      | ...               |
| 233          | Meadow              | ...      | -641              |
| 230          | do.                 | ...      | 6.465             |
| 215          | Pasture             | ...      | 26.586            |
| 217          | do.                 | ...      | 10.552            |
| 228          | Meadow              | ...      | 5.470             |
| 234          | Pasture             | ...      | 1.166             |
|              | WOODLANDS (in hand) |          |                   |
| 229          | Plantation          | ...      | -980              |
| 235          | do. (Selled)        | ...      | 3.283             |
|              |                     |          | 4.263             |
|              |                     |          | 55.786            |

**LOT 19**  
*(Coloured Grey on Plan).*

|                             |     |     |     |     |  |
|-----------------------------|-----|-----|-----|-----|--|
| <i>Holding</i>              | ... | ... | ... | ... | Hobson's House and Land.   |
| <i>Tenants</i>              | ... | ... | ... | ... | Mr. W. Johnson and Mr. T. Dawson.                                      |
| <i>Area</i>                 | ... | ... | ... | ... | 26.476 acres.  |
| <i>Rental (apportioned)</i> | ... | ... | ... | ... | £27 10s. 0d.   |
| <i>Outgoings</i>            | ... | ... | ... | ... | Tithe Redemption Annuities 10s. 8d.                                    |
| <i>Tenancies</i>            | ... | ... | ... | ... | Yearly—Field 193, February 14th;<br>Remainder, April 5th and May 12th. |

A VERY ATTRACTIVE  
**COMPACT SMALL HOLDING**

known as

# Hobson's House

situate at Capernwray, having excellent access from Borron Lane and commanding extensive views over the surrounding country.

The House which is Stone-built and has just been entirely re-roofed, contains Living Room, Back Kitchen, two Bedrooms and Wash-house.

The Buildings comprise Shippon for 4, small Barn, Pig Sty and Loose Box. There is also a Stone-built Loose Box in one of the fields.

SCHEDULE.

| NO. ON PLAN. | DESCRIPTION.     | ACREAGE. | TOTAL ACREAGE. |
|--------------|------------------|----------|----------------|
| 186          | Homestead        | 4.67     |                |
| 187          | Pasture          | 2.601    |                |
| 193          | Pasture (Quarry) | 7.231    |                |
| 179          | Pasture          | 3.499    |                |
| 178          | do.              | 4.257    |                |
| 176          | do.              | 3.444    |                |
| 177          | Arable           | 4.977    |                |
|              |                  |          | 26.476         |

# SPECIAL CONDITIONS OF SALE

—10—

1.—The Property is sold subject to the Law Society's Conditions of Sale (1934 edition) so far as not varied by or inconsistent with these conditions.

2.—The Property is also sold subject to the General Remarks and Stipulations contained or referred to in the foregoing Particulars and such Remarks and Stipulations are to be taken as forming part of and incorporated in these Conditions.

3.—The Vendors' Solicitors are Messrs. Sturton & Son, whose Office is at 16, Castle Park, Lancaster.

4.—The date fixed for completion is the 31st day of October, 1946. The balance of the purchase money (credit being given for the deposit of ten per cent. payable on the sale) is to be paid on that day and if not so paid will carry interest at 4 per cent. until payment.

5.—The Vendors are selling as Trustees.

6.—The title shall commence as to all the Lots except a small part of Lot 5 (Manor Farm) with a Vesting Deed dated the 27th day of September, 1926 and made between Burton Henry Philips and Arthur Hamilton Pryce of the one part and George Powys Henry Marton of the other part AND as to the said small part of Lot 5 not included in the last mentioned Vesting Deed with a Subsidiary Vesting Deed dated the 17th day of February, 1927 and made between Alice Caroline Marton and Georgina Mary Marton of the first part Lancelot Jackson of the second part and the said Burton Henry Philips and Arthur Hamilton Pryce of the third part. No earlier or other title shall be required or enquired into.

7.—The Property is sold subject to all rights and privileges in respect of coal and mines of coal as defined in the Coal Act, 1934, and which under such Act vested in the Coal Commission on the 1st day of July, 1942, and no Purchaser shall make any objection or requisition in respect thereof.

8.—The Purchaser or Purchasers of Lots 4, 5 and 12, shall enter into a Deed of Mutual Covenants regarding the Private Water Supply to these respective Lots to give effect to the following provisions namely:—

- (i). That so long as the owners of Lots 4, 5 and 12 make use of the said private supply  
  - (a) The length of pipe from Manor Farm to the Junction No. 1 in Field 143 shall be maintained repaired and renewed by the owner of Lot 5.
  - (b) The length of pipe from Junction No. 1 to Junction No. 2 in Field No. 60 (near Capewray Farm) shall be maintained repaired and if necessary renewed at the joint and equal expense of the owners of Lots 4 and 5.
  - (c) The length of pipe from Junction No. 2 to the Reservoir in Kellet Park Wood and the wells tanks and apparatus at the head of the pipe line shall be maintained repaired cleaned and if necessary renewed at the joint and equal expense of the owners of Lots 4, 5 and 12.
- (ii). That the owner or owners of Lots 4 and 5 may at any time give written notice to the other of them and to the owner of Lot 12 of his or their desire to abandon and permanently release any right or interest in the said private water supply and then at the expiration of one month from the receipt of such notice the right and interest shall be considered to be definitely and finally released and all liability with regard to the said water supply and line of pipes shall cease from the expiration of such notice.

In the event of such notice being given the owner of Lot 4 or Lot 5 receiving such notice and desiring to continue the use of the said private water supply and line of pipes shall become solely responsible for the maintenance repair and renewal of the whole length of the line of pipes from his property up to Junction No. 2 and responsible for one-half of the cost of repairing maintaining and cleansing and if necessary renewing the length of pipe from Junction No. 2 to the Reservoir and the wells tanks and apparatus at the head of the said Pipe Line.

(iii). That on the liability of the owner of either Lot 4 or 5 ceasing as above the owner of Lot 12 shall then become responsible for one-half of the cost of repairing maintaining and cleansing and if necessary renewing the length of pipe from Junction No. 2 to the Reservoir and the said wells tanks and apparatus.

(iv). That should the owners of Lots 4, 5 and 12 fail to agree on the form and wording of the said Deed of Covenants to give effect to the foregoing provisions then such deed shall be settled by some Counsel to be nominated by the President of the Lancaster Law Society and the draft so settled shall be accepted by and binding on all parties.

9.—A Statement in writing of all objections to or requisitions on title or in respect of the form or parties to the Conveyance shall be delivered to the Vendors' Solicitors within Fourteen days from the delivery of the Abstract.

10.—The Purchaser of Lot 2 will enter into a Covenant with the Purchaser of Lot 1 not at any time hereafter without the written consent of the owner or owners for the time being of Lot 1 either:—

- (a) To erect any fences (other than fences surrounding the woods) or any building or erection temporary or permanent on any part of Lot 2.
- (b) To cut top or main any of the trees now standing or growing on such part of Lot 2 as lies South of the River Keer.

11.—The Purchaser of Lot 1 will enter into a Covenant with the Purchaser of Lot 2 to erect and for ever thereafter maintain a good and efficient stock-proof fence on:—

- (i). the North side of the carriage drive leading from the Middle Lodge to the Hall, and
- (ii). the East boundaries of Borwick Lodge.

12.—Where the Particulars state that any Lot is sold subject to or with the benefit of any right or easement in favour of or over any other Lot or Lots the Conveyance thereof shall contain a reservation or grant as the case may be of such right or easement in such form as the Vendors' Solicitors shall require.

13.—The Vendors are unable to give positive information as to the standard rent of any of the houses comprised in the Lots and shall be not required to make any endeavours to seek further information than they themselves possess and no objection shall be made in respect of any lack of information as to the standard rents.

THIS AGREEMENT made the                  day of                  1946,  
between DOUGLAS PHIPPS STURTON, of Castle Park, in the City of Lancaster, Solicitor, and  
DANIEL HOPE ELLETSON, of Parrot Hall, Polesall, in the County of Lancaster, Barrister-at-Law  
(hereinafter called "the Vendors") of the one part and

of

(hereinafter called "the Purchaser"), of the other part, witnesseth that the Vendors agree to sell and  
the Purchaser agrees to purchase the Property described as Lot                  in the foregoing particulars  
at the Price of                  subject to the foregoing  
General Remarks and Stipulations and Conditions of Sale and the Vendors and Purchaser do, on  
their respective parts, agree to complete the Sale and Purchase according to the said Stipulations and  
Conditions.

As Witness the hands of the parties,

Purchase Money ..... £

Deposit Paid ..... £

Balance ..... £

Abstract to be sent to :—

By direction of O. E. C. Marton, Esq.



NORTH LANCASHIRE

— The —  
**Capernwray Hall  
Estate**

Near CARNFORTH, LANCS.

— Solicitors : —  
Messrs. STURTON & SON,  
16, Castle Park — Lancaster.

Auctioneers and Surveyors :  
Messrs. PROCTER & BIRKBECK,  
32, Market Square, Lancaster,  
and at Windermere and London.

SALES BY AUCTION.

By Direction of O. E. C. Marton, Esq.

**CAPERNWRAY HALL ESTATE**

**SITUATE** about 3 miles from Carnforth (L.M.S. Junction), and about 8 miles North of Lancaster and Morecambe. Comprising:—Capernwray Hall, Borwick Hall, 12 Farms, Small Holdings, Wood and Plantations, Cottages and Fishing Rights.

VACANT POSSESSION of LOTS 1, 2, 4, 6, and Part of 22.

| Lot. | Description.                            | Area     | Rental or<br>G.R. |       |
|------|---|----------|-------------------|-------|
|      |   |          | £                 | s. d. |
| 1    | Capernwray Hall .. . . .                | 54.296   | 258               | 0 0   |
| 2    | Capernwray Park .. . . .                | 105.778  | 52                | 0 0   |
| 3    | Capernwray Home Farm .. . . .           | 84.024   | 76                | 2 0   |
| 4    | Borwick Hall .. . . .                   | 7.710    | 120               | 10 0  |
| 5    | Manor Farm .. . . .                     | 194.264  | 355               | 10 0  |
| 6    | Pheasant Field Farm .. . . .            | 18.578   | 70                | 0 0   |
| 7    | Beck House Farm .. . . .                | 99.973   | 179               | 0 0   |
| 8    | Mansergh Farm .. . . .                  | 181.160  | 295               | 0 0   |
| 9    | Starricks Farm .. . . .                 | 114.342  | 130               | 15 4  |
| 10   | Cinder Hill Farm .. . . .               | 152.938  | 127               | 10 0  |
| 11   | Sunny Bank Farm .. . . .                | 176.202  | 124               | 0 0   |
| 12   | Capernwray Farm .. . . .                | 167.978  | 249               | 0 10  |
| 13   | Capernwray Old Hall Farm .. . . .       | 386.534  | 340               | 10 0  |
| 14   | Agricultural Land .. . . .              | 154.709  | 60                | 5 4   |
| 15   | Lords Lot and Cottage .. . . .          | 129.025  | 28                | 10 0  |
| 16   | Whitnets Farm .. . . .                  | 55.786   | 35                | 0 0   |
| 17   | Grazing Land .. . . .                   | 50.286   | 20                | 0 0   |
| 18   | Land and Fishing Rights .. . . .        | 32.059   | 27                | 10 0  |
| 19   | Hobson's House and Land .. . . .        | 26.476   | 27                | 10 0  |
| 20   | Park Lot and Wood .. . . .              | 21.988   | 8                 | 10 0  |
| 21   | Sharpe's Lot .. . . .                   | 19.142   | 14                | 0 0   |
| 22   | High Lodge and Land .. . . .            | 7.534    | 28                | 0 0   |
| 23   | 1. Hill Top Cottages .. . . .           | 0.340    | 10                | 8 0   |
| 24   | 2. Hill Top Cottages .. . . .           | 0.300    | 1                 | 11 6  |
| 25   | Railway Houses .. . . .                 | 0.518    | 4                 | 12 2  |
| 26   | Mill House, Field and Saw Mill .. . . . | 1.930    | 16                | 0 0   |
| 27   | Quarry House and Wood .. . . .          | 20.535   | 3                 | 18 6  |
| 28   | Accommodation Land .. . . .             | 3.125    | 4                 | 13 0  |
| 29   | Accommodation Land .. . . .             | 8.800    | 13                | 4 0   |
| 30   | Accommodation Land .. . . .             | 6.884    | 10                | 6 0   |
| 31   | Kitson House Small Holding .. . . .     | 9.684    | 31                | 15 0  |
| 32   | Ivy Cottage .. . . .                    | 0.420    | 14                | 2 6   |
| 33   | Building Site .. . . .                  | 0.861    | 1                 | 0 0   |
| 34   | Accommodation Land .. . . .             | 27.777   | 54                | 0 0   |
| 35   | Accommodation Land .. . . .             | 21.602   | 35                | 0 0   |
| 36   | East Lodge .. . . .                     | 1.216    | 7                 | 16 0  |
| 37   | Accommodation Land .. . . .             | 3.682    | 6                 | 0 0   |
| 38   | Accommodation Land .. . . .             | 1.817    | 3                 | 0 0   |
| 39   | Accommodation Land .. . . .             | 2.053    | 1                 | 10 0  |
|      | Total ..                                | 2352.326 | £2846             | 0 0   |

**PROCTER and BIRKBECK**

will offer the above for SALE BY AUCTION, as a whole, in blocks or numerous lots, on WEDNESDAY, the 11th Day of SEPTEMBER, 1946, at 1 p.m., precisely in the TOWN HALL, LANCASTER.

Illustrated particulars and plans (price 5s. per copy), from: Auctioneers and Surveyors: PROCTER and BIRKBECK,  
32, Market Square, Lancaster.  
(Tel. 107).

Solicitors: STURTON and SON, 16, Castle Park, Lancaster.  
(Tel. 175).

## LOT 15

(Coloured Green on Plan).

|                                  |         |   |
|----------------------------------|---------|---|
| <i>Holding</i>                   | ... ... | High Park Cottage and Lord's Lot, etc.  |
| <i>Tenant</i>                    | ... ... | Carnforth District Waterworks Co., Ltd. |
| <i>Area (Cottage and Field)</i>  | ... ... | 2.542 acres.                            |
| <i>Area of Woods (in hand)</i>   | ... ... | 126.483 do.                             |
|                                  | Total   | 129.025 do.                             |
| <i>Rental (apportioned)</i>      | ... ... | £13 10s. 0d. $\times$ 30 = 405          |
| <i>Shooting Rent (estimated)</i> | ... ... | £15 0s. 0d.                             |
|                                  | Total   | £28 10s. 0d.                            |
| <i>Outgoings</i>                 | ... ... | Tithe Redemption Annanies 2s. 0d.       |
| <i>Tenancy</i>                   | ... ... | Yearly, February 14th and May 12th.     |

AN EXCEPTIONALLY ATTRACTIVE  
Rough Shoot

with the added advantage of a

## Week-end Cottage

This tract of Woodland and Rough Cover known as Lord's Lot and Bonds Plantation is famous throughout the District for the Woodcock it holds as well as affording first-class cover for Pheasants and Rabbits. In the centre of it there is a well secluded Pond which is ideal for rearing and flighting Wild Duck.

## HIGH PARK COTTAGE

which is at present Let to the Carnforth District Waterworks Co. Ltd. is soundly built of Stone and contains Sitting Room, Kitchen, Scullery, three Bedrooms, Wash-house, Barn and other Outbuildings. Thirlmere Water is connected.

This Lot also includes a Quantity of

## VALUABLE TIMBER.

## SCHEDULE.

| NO. ON PLAN. | DESCRIPTION.               | ACREAGE. | TOTAL ACREAGE. |
|--------------|----------------------------|----------|----------------|
| 232          | Cottage and Garden         | 3.12     |                |
| 231          | Pasture                    | 2.230    | 2.542          |
|              | WOODLANDS, ETC. (in hand). |          |                |
| 223X         | Duck Pond                  | 1.252    |                |
| 227          | Road                       | 2.416    |                |
| 224          | Lord's Lot Wood            | 9.330    |                |
| 225          | do.                        | 9.040    |                |
| 226a         | do.                        | 5.572    |                |
| 222          | do.                        | 36.537   |                |
| 222a         | do.                        | 3.697    |                |
| 294X         | do.                        | 2.357    |                |
| 241          | do.                        | 493      |                |
| 242          | do.                        | 11.175   |                |
| 237          | Bond's Plantation          | 23.530   |                |
| 226          | Lord's Lot Wood            | 21.084   | 126.483        |
|              |                            |          | 129.025        |

*C.P.O. served.  
Timber £9000  
2000  
5.  
75.  
3000  
SOLD*

## LOT 17

(Coloured Grey on Plan).

|                                |         |                                  |
|--------------------------------|---------|----------------------------------|
| <i>Holding</i>                 | ... ... | ... Land, Redwell.               |
| <i>Tenant</i>                  | ... ... | ... T. and T. J. Dawson          |
| <i>Area of Land</i>            | ... ... | ... 45.366 acres.                |
| <i>Area of Woods (in hand)</i> | ... ... | ... 4.920 "                      |
|                                | Total   | 50.286                           |
| <i>Rental (apportioned)</i>    | ... ... | £20 0s. 0d.                      |
| <i>Outgoings</i>               | ... ... | The Redemption Annuities 5s. 4d. |
| <i>Tenancy</i>                 | ... ... | Yearly, February 14th.           |

AN ENCLOSURE OF  
USEFUL GRAZING LAND

situate adjoining the Redwell Inn at the junction of the Lancaster and Carnforth roads to Kirkby Lonsdale, on which there is a good Bus Service.

This Land would be an excellent site on which to build a house or bungalow and thus form a Compact Small-holding or Poultry Farm.

Having been occupied by the Military during the War there is a good hard road constructed across the land thus giving exceptionally good access.

## SCHEDULE.

| NO. ON PLAN. | DESCRIPTION.                             | ACREAGE. | TOTAL ACREAGE. |
|--------------|--|----------|----------------|
| 5. -         |  |          |                |
| 6. -         |  |          |                |
| 246          | ACCOMMODATION LAND.<br>Rough Pasture     | 45.366   | 45.366         |
| 247          | WOODLAND (in hand).<br>Burned Plantation | 4.920    | 4.920          |
|              |  |          | 50.286         |

## LOT 18

(Coloured Yellow on Plan.)

|                                     |         |                                   |
|-------------------------------------|---------|-----------------------------------|
| <i>Holding</i>                      | ... ... | Land and Fishing Rights.          |
| <i>Tenant</i>                       | ... ... | Carnforth District Waterworks Co. |
| <i>Area of Land</i>                 | ... ... | 32.059 acres.                     |
| <i>Rental of Land (apportioned)</i> | ... ... | £16 10s. 0d.                      |
| <i>Rental of Fishing</i>            | ... ... | £11 0s. 0d.                       |

|                  |         |                                  |
|------------------|---------|----------------------------------|
| <i>Outgoings</i> | ... ... | £27 10s. 0d.                     |
| <i>Tenancy</i>   | ... ... | The Redemption Annuities 5s. 6d. |

Yearly, February 14th.

AN AREA OF USEFUL  
ACCOMMODATION LAND

together with the

## TROUT FISHING (over about 9 Acres)

in Carnforth Reservoir which covers an area of about 11 Acres. This water is well stocked with Trout which run to a good size, and rise readily to Dry or Wet Fly.

To the Sportsman requiring both Shooting and Fishing Lots 15 and 18 together would form an ideal Sporting Estate of moderate size and remarkably low upkeep.

## SCHEDULE.

| NO. ON PLAN. | DESCRIPTION. | ACREAGE. | TOTAL ACREAGE. |
|--------------|--------------|----------|----------------|
| 297          | Pasture      | 18.920   |                |
| 236          | do.          | 12.539   |                |
| 377a         | Road         | .600     |                |
|              |              |          | 32.059         |

*C.P.O serv'd.**Withdrawn from sale.*