

Appendix 26

Andrews Appeal judgement 2015

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021



Neutral Citation Number: [2015] EWCA Civ 669

Case No: C1/2014/2480

IN THE COURT OF APPEAL (CIVIL DIVISION)
ON APPEAL FROM THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION (ADMINISTRATIVE COURT)
Mr Justice Foskett
Neutral Citation Number: [2014] EWHC 1435 (Admin)

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 1 July 2015

Before :

THE MASTER OF THE ROLLS
LADY JUSTICE GLOSTER
 and
LORD JUSTICE SALES

Between :

The Queen (on the application of John David Andrews)	<u>Appellant</u>
- and -	
Secretary of State for Environment Food and Rural Affairs	<u>Respondent</u>

George Laurence QC and Edwin Simpson (instructed by **Winstons Solicitors LLP**)) for the
Claimant
Jonathan Moffett (instructed by the **Treasury Solicitor**) for the **Defendant**

Hearing dates : 8th and 9th June 2015

Approved Judgment

Master of the Rolls:

This is the judgment of the court to which each of its members has contributed.

1. The appellant appeals from the dismissal by Foskett J of his claim for judicial review of the decision of one of the Secretary of State's Inspectors to dismiss his appeal against the decision of Wiltshire County Council ("the Council") not to amend the definitive map and statement ("the definitive map") for the county to show two sections of public bridleway across an arable field in the parish of Crudwell. The field is currently owned by the Interested Party, Mr Jonathan Blanch. The two sections of bridleway are 10 and 15 feet wide respectively.
2. The appeal turns on the proper interpretation of the Inclosure Consolidation Act 1801 ("the 1801 Act"). In particular, it raises the question of whether section 10 of the 1801 Act, when incorporated into a local enclosure Act, empowered enclosure commissioners to create *public* bridleways, as opposed to *private* bridleways.
3. Foskett J held, consistently with the decision of Schiemann J in *R v Secretary of State for the Environment, ex p Andrews* (1996) 71 P & CR 1 ("the *Andrews No 1* decision"), that section 10 of the 1801 Act empowered enclosure commissioners to create only private bridleways.

Relevant background

4. Enclosure was the process by which traditional communal arable farming in open fields was abolished and land was enclosed and put to the use of a single owner. Enclosure awards were drawn up by enclosure commissioners, who acted pursuant to the authority of an Act of Parliament. In the 18th century, the most common method of authorising an enclosure project was by a local Act of Parliament.
5. In the late 18th century, with a view to encouraging a second wave of enclosures, which it was hoped would lead to an increase in the gross national output of agricultural produce, it was considered desirable to streamline the process of enclosure and make it cheaper and more attractive to prospective landowners. The result was the 1801 Act whose long title was:

"An Act for consolidating in one Act certain Provisions usually inserted in Acts of Inclosure; and for facilitating the Mode of proving the several Facts usually required on the passing of such Acts."
6. Subsequent to the enactment of the 1801 Act, local Acts authorising enclosure in a particular area could simply incorporate its provisions by reference, together with any other provisions considered to be desirable.
7. One such local Act was "An Act for Inclosing Lands in the Parish of Crudwell, in the County of Wilts" which received the Royal Assent on 20 June 1816 ("the Crudwell Act"). Pursuant to the first provision of the Crudwell Act, one Daniel Trinder ("the

Commissioner”) was appointed as “the sole commissioner for dividing allotting and enclosing theopen fields and commonable lands” of the Parish of Crudwell.

8. The first section of the Crudwell Act also appointed the Commissioner:

“for putting this Act in execution; subject to the Rules, Orders, Directions and Regulations of the [1801 Act] (which shall be applied deemed and taken as part of this Act) except in such cases only as the same are hereby varied or altered.”

9. The Commissioner made the enclosure award in respect of the Parish of Crudwell in 1841 (“the Crudwell Award”). He purported to award and appoint one 15 foot wide public “bridle road” numbered X on the award map or plan and one 10 foot wide public “bridle path” numbered XVII on the map or plan both across what is now Mr Blanch’s land.
10. These are not shown on the definitive map. On 10 January 2012, pursuant to section 53(5) of and Schedule 14 to the Wildlife and Countryside Act 1981 (“the 1981 Act”), the appellant applied to the Council to have the definitive map amended to make good the omission.
11. The circumstances in which the Council may modify the definitive map are set out in section 53 of the 1981 Act, which so far as material, provide:

“(2) As regards every definitive map and statement, the surveying authority shall—

.....

(b)keep the map and statement under continuous review and as soon as reasonably practicable after the occurrence, on or after [the commencement] date, of any of [the events specified in subsection (3)], by order make such modifications to the map and statement as appear to them to be requisite in consequence of the occurrence of that event.

- (3) The events referred to in subsection (2) are as follows-

.....

(c) the discovery by the authority of evidence which (when considered with all other relevant evidence available to them) shows-

(i) that a right of way which is not shown in the map and statement subsists or is reasonably alleged to subsist over land in the area to which the map relates, being a right of way such that the land over which the right subsists is a public path, a restricted byway or, subject to section 54A, a byway open to all traffic.”

12. The Council rejected the application in reliance on the *Andrews No 1* decision. The appellant appealed to the Secretary of State. His case on appeal was that the relevant public bridleways had been created by the Commissioner acting pursuant to powers conferred on him by the Crudwell Act which incorporated the relevant provisions of the 1801 Act; and that the incorporation of the 1801 Act conferred on the Commissioner the power to create public bridleways.
13. The Inspector appointed by the Secretary of State considered that he was bound by the decision in *Andrews No 1* and dismissed the appeal. In that case, Schiemann J accepted the agreed position of the parties (including the present appellant) that section 10 of the 1801 Act conferred only a power to create private bridleways and footpaths and not public bridleways and footpaths.
14. The appellant sought judicial review of the Inspector's decision. The claim was dismissed by Foskett J. The judge himself gave permission to appeal to this court.

The 1801 Act

15. The 1801 Act is no longer in force. It was repealed by the Commons Act 1899. Nevertheless, it lies at the heart of this appeal since it was in force when the Commissioner purported to set out and appoint the two bridleways with which we are concerned in the Crudwell Award. We have been told that there are believed to be between 500 and 1000 cases in England and Wales where public footpaths and bridleways set out and appointed by commissioners are not currently recorded in the relevant definitive maps.
16. The 1801 Act was a general clauses Act. That is to say that it had no effect in and of itself, but rather set out model provisions that could be incorporated into subsequent local Acts ("the post-1801 Acts") where it was thought to be desirable to do so. Section 44 provided that post-1801 Acts could make provisions different from or additional to those set out in the 1801 Act. The preamble to the 1801 Act explained that:

"Whereas, in order to diminish the Expense attending the passing of Acts of Inclosure, it is expedient that certain Clauses usually contained in such Acts should be comprised in one law, and certain Regulations adopted for facilitating the Mode of proving the several Facts usually required by Parliament on the passing of such Acts...."
17. In broad terms, the scheme of the 1801 Act was as follows. Where it was necessary to do so, the commissioner was to determine the boundaries of the parishes, manors, hamlets or districts to be enclosed, a determination which could be subject to appeal to the Quarter sessions (section 3). The commissioner was then to carry out a survey and valuation of the land to be enclosed and draw up a plan (section 4).
18. Before making any allotments, the commissioner was to set out and appoint such public carriage roads and highways at least 30 feet wide over the land to be enclosed as he judged to be necessary. This was provided for by section 8 whose heading read:

“Commissioners before making Allotments shall appoint publick Carriage Roads, and prepare a Map thereof to be deposited with their Clerk, and give Notice thereof, and appoint a Meeting, at which, if any Person shall object, the Commissioners, with a Justice of the Division, shall determine the matter. Where Commissioners may be empowered to stop up any old Road, it shall not be done without the Order of two Justices, subject to Appeal, to Quarter Sessions.”

19. The body of section 8 provided:

"Be it further enacted, That such Commissioner or Commissioners shall, and he or they is and are hereby authorized and required, in the first Place, before he or they proceed to make any of the Divisions and Allotments directed in and by such Act, to set out and appoint the publick Carriage Roads and Highways, through and over the Lands and Grounds intended to be divided, allotted, and inclosed, and to divert, turn, and stop up, any of the Roads and Tracts, upon or over, all, or any Part of the said Lands and Grounds, as he or they shall judge necessary, so as such Roads and Highways shall be, and remain thirty Feet wide at the least, and so as the same shall be set out in such Directions as shall, upon the Whole, appear to him or them most commodious to the Publick, and he or they are hereby further required to ascertain the same by Marks and Bounds and to prepare a Map in which such intended roads shall be accurately laid down and described, and to cause the same, being signed by such Commissioner, if only one, or the major Part of such Commissioners, to be deposited with the Clerk of the said Commissioner or Commissioners, for the Inspection of all Persons concerned; and as soon as may be after such Carriage Roads shall have been so set out, and such Map so deposited, to give Notice in some Newspaper to be named in such Bill, and also by affixing the same upon the Church Door of the Parish, in which any of the Lands so to be inclosed shall lie, of his or their having set out such Roads and deposited such Map, and also of the general Lines of such intended Carriage Roads, and to appoint in and by the same Notice, a Meeting to be held by the said Commissioner or Commissioners, at some convenient Place, in or near to the Parish or Township within which the said Inclosure is to be made, and not sooner than three Weeks from the Date and Publication of such Notice, at which Meeting it shall and may be lawful for any Person who may be injured or aggrieved by the setting out of such roads to attend; and if any such Person shall object to the setting out of the same, then such Commissioner or Commissioners, together with any Justice or Justices of the Peace, acting in and for the Division of the County in which such Inclosure shall be made, and not being interested in the same, who may attend such Meeting, shall hear and determine such Objection, and the Objections of any other such Person, to any Alteration that the said Commissioner or Commissioners, together with such Justice or Justices, may in Consequence propose to make, and shall, and he or

they are hereby required, according to the best of their Judgement upon the Whole, to order and finally direct how such Carriage Roads shall be set out, and either to confirm the said Map, or make such Alterations therein as the Case make require: Provided always, That in Case such Commissioner or Commissioners shall by such Bill be empowered to stop up any old or accustomed Road, passing or leading through any Part of the old Inclosures in such Parish, Township, or Place, the same shall in no Case be done without the Concurrence and order of two Justices of the Peace, acting in and for such Division, and not interested in the Repair of such Roads, and which Order shall be subject to Appeal to the Quarter Sessions, in like Manner and under the same Forms and Restrictions as if the same had been originally made by such Justice as aforesaid."

20. Section 9 provided that roads and highways set out and appointed under section 8 were to be maintained in the same way as other public roads within the relevant parish.
21. Section 10 had a short internal title or heading in the following terms: "Commissioners shall appoint private Roads &c". The body of the section provided as follows:

"And be it further enacted, That such Commissioner or Commissioners shall, and he or they is and are hereby empowered and required to set out and appoint such private Roads, Bridleways, Footways, Ditches, Drains, Watercourses, Watering Places, Quarries, Bridges, Gates, Stiles, Mounds, Fences, Banks, Bounds and Land Marks, in, over, upon, and through or by the Sides of the Allotments to be made and set out in pursuance of such Act, as he or they shall think requisite, giving such Notice and subject to such Examination, as to any private Roads or Paths, as are above required in the Case of publick Roads, and the same shall be made, and at all Times for ever thereafter be supported and kept in Repair, by and at the Expençe of the Owners and Proprietors for the Time being of the Lands and Grounds directed to be divided and inclosed, in such Shares and Proportions as the Commissioner or Commissioners shall in and by his or their Award order and direct."

22. Section 11 is also of relevance. Its heading was as follows:

"Grass and Herbage on Roads shall belong to the Proprietors of the Lands adjoining; and all Roads which shall not be set out shall be allocated and inclosed. No Turnpike Road shall be altered without the Consent of the Trustees."

23. The body of the section provided:

"And be it further enacted, That after such publick and private Roads and Ways shall have been set out and made, the Grass and Herbage arising thereon shall for ever belong to and be the

sole Right of the Proprietors of the Lands and Grounds which shall next adjoin the said Roads and Ways on either Side thereof, as far as the Crown of the Road; and all Roads, Ways, and Paths, over, through, and upon such Lands and Grounds which shall not be set out as aforesaid, shall for ever be stopped up and extinguished, and shall be deemed and taken as Part of the Lands and Grounds to be divided, allotted, and inclosed, and shall be divided, allotted, and inclosed accordingly; Provided, That nothing herein contained shall extend, or be construed to extend, to give such Commissioner or Commissioners any Power or Authority to divert, change, or alter any Turnpike Road that shall or may lead over any such Lands and Grounds, unless the Consent of the Majority of the Trustees of such Turnpike Road, assembled at some publick Meeting called for that purpose on ten Days Notice, be first had and obtained.”

24. The final section to which it is necessary to refer is section 35 whose heading read:

“After Allotment Commissioners shall draw up their Award, which shall be read and executed at a Meeting of the Proprietors, and proclaimed the next Sunday in the Church, and then considered as complete. Award shall be inrolled in one of the Courts at Westminster, or with the Clerk of the Peace, and may be inspected, and Copies obtained. Award and Copies shall be legal Evidence, and Award shall be binding on all Parties interested. Commissioners may annex Maps to the Award, which shall be deemed Part thereof.”

25. The body of section 35 provided:

“And be it further enacted, That as soon as conveniently may be after the Division and Allotment of the said Lands and Grounds shall be finished, pursuant to the Purport and Directions of this or any such Act, the said Commissioner or Commissioners shall form and draw up, or cause to be formed and drawn up, an Award in Writing, which shall express the Quantity of Acres, Roods, and Perches, in Statute Measure, contained in the said Lands and Grounds, and the Quantity of each and every Part and Parcel thereof which shall be so allotted, assigned, or exchanged, and the Situations and Descriptions of the same respectively, and shall also contain a Descriptions of the Roads, Ways, Footpaths, Watercourses, Watering Places, Quarries, Bridges, Fences, and Land Marks, set out and appointed by the said Commissioner or Commissioners respectively as aforesaid, and all such other Rules, Orders, Agreements, Regulations, Directions, and Determinations, as the said Commissioner or Commissioners shall think necessary, proper, or beneficial to the Parties; which said Award shall be fairly ingrossed or written on Parchment, and shall be read and executed by the Commissioner or Commissioners, in the Presence of the Proprietors who may attend at a special

General Meeting called for that Purpose, of which ten Days Notice at least shall be given in some Paper to be named in such Act and circulating in the County ...

....and the said Award, and each copy of the same, or any part thereof, signed as aforesaid, shall at all Times be admitted and allowed in all Courts whatever as legal Evidence; and the said Award or Instrument, and the several Allotments, Partitions, Regulations, Agreements, Exchanges, Orders, Directions, Determinations, and all other Matters and Things therein mentioned and contained, shall, to all Intents and Purposes, be binding and conclusive, except where some Provision to the contrary is herein or shall be by any such Act contained, unto and upon the said Proprietors, and all Parties and Persons concerned or interested in the same, or in any of the Lands, Grounds, or Premises aforesaid”.

The issues

26. The first issue is whether, construing the 1801 Act as a whole and in the light of the evidence of its pre-enactment history, the judge was right to hold that section 10 did not confer a power to set out public bridleways or footpaths.
27. The second issue is whether the doctrine of contemporary exposition (*contemporanea expositio*), applied in the light of the evidence that commissioners routinely set out public bridleways or footpaths less than 30 feet wide in post-1801 Act awards, required section 10 to be interpreted as conferring the power to set out such bridleways or paths.
28. The third issue is whether section 35 of the 1801 Act, read with section 25 of the 1816 Act, precludes any challenge to, or questioning of, the validity of the Crudwell Award.
29. The fourth issue is whether it is in any event now too late after the lapse of so many years for the court to consider whether the Crudwell Award was *ultra vires*. In that regard, Mr Laurence QC relies on *Micklethwait v Vincent* (1893) 69 LT 57.

THE FIRST ISSUE

30. We start by observing that the 1801 Act is not drafted with the degree of accuracy and consistency of language that is found in modern statutes. As Sales J said at para 24 of his judgment in *Edwards & Walkden (Norfolk) v The City of London* [2012] EWHC 2527 (Ch) (a case about an 1860 Act governing Smithfield Market which was drafted in a similar style):

“The 1860 Act is a Victorian statute enacted before the creation of the Office of the Parliamentary Counsel in 1869 (the office of dedicated statutory drafters now available to the Government), which is not drafted with the precision and clarity which has come to be expected of statutory drafting since then.”

31. We find the following examples of inconsistency of language in the 1801 Act. The term “public carriage roads” appears in the heading to section 8. In the remainder of the section appear: “public carriage roads and highways” (line 5), “roads and tracts” (line 7), “such roads and highways” (line 9), “such carriage roads” (lines 18 and 19), “such roads” (lines 22 and 23; “such intended carriage roads” (lines 23 and 24), “such roads” (line 30), “such carriage roads” (lines 40 and 41), “any old or accustomed road” (line 44), and “such roads” (line 48). Nor is the draftsman consistent when referring to what we would today call public bridleways and public footpaths. In section 10, he uses the terms “bridleways” and “footways” (line 4); in line 10 of section 10, he refers to bridleways and footpaths compendiously as “paths”. In section 11, he uses the terms “ways” (line 2), “the said...ways” (line 5)” and “ways and paths” (lines 6 and 7).
32. As the judge said at para 70 of his judgment, it is possible to read the provisions of the 1801 Act several times and to see apparently different meanings on each reading. He said that Dr Hodson (the appellant’s expert) put it attractively in her report: “clarity of meaning still eludes the 21st century reader of 18th century statutes”. This is not a promising basis on which to mount a linguistic argument as to the meaning of section 10 of the 1801 Act.
33. Even in relation to modern statutes, which are drafted by skilled specialist draftsmen and are assumed to be drafted with precision and consistency, the courts adopt a purposive (in preference to a literal) interpretation so as to give effect to what is taken to have been intended by Parliament. We use the phrase “purposive interpretation” as shorthand for an interpretation which reflects the intention of Parliament. The court presumes that Parliament does not intend to legislate so as to produce a result which (i) is inconsistent with the statutory purpose or (ii) makes no sense or is anomalous or illogical. A purposive interpretation is all the more appropriate in a statute which is couched in language which is less consistent and more imprecise than that generally found in modern statutes.
34. At para 71 of his judgment, Foskett J held that it was very difficult at this remove in time to evaluate arguments that a particular interpretation should be rejected on the ground that it is so perverse or absurd that it cannot have been intended. He said that what may appear to contemporary eyes to be absurd may not have so appeared “in the way in which these matters were considered in England and Wales during Napoleonic times”. We accept that a 21st century court should exercise care before reaching a conclusion as to what Parliament must have intended in enacting a statute at the beginning of the 19th century. But the question of what Parliament must have intended has to be addressed. We would add that it is not necessary to find that a particular interpretation would be perverse or absurd before it can be rejected as one that Parliament cannot have intended. That is to set the bar too high.
35. Before we explain why a purposive interpretation points strongly in favour of holding that section 10 of the 1801 Act gave commissioners the power to set out and appoint new public bridleways and footpaths as well as private bridleways and footpaths, we need to set the scene by referring to pre-1801 Act practice. In our view, this practice provides strong support for the appellant’s case that section 10 should be interpreted as having conferred the power to set out and appoint new public bridleways and footpaths.

Pre-enactment practice

36. As we have seen, the principal purpose of the 1801 Act was to consolidate in one statute the clauses “usually contained” in the earlier private enclosure Acts (“the pre-1801 Acts”) in order to enable subsequent local enclosure acts to incorporate such provisions of the 1801 Act by reference. It is true that section 44 enabled the post-1801 Acts to depart from the provisions of the 1801 Act if that was desired. But there is no suggestion in the 1801 Act that it was seeking to change the law, practice or procedures of the operative provisions which had usually been contained in the pre-1801 Acts.
37. An analysis of the evidence of Dr Hodson (the appellant’s expert) shows that most of the large sample of pre-1801 Acts which she examined contained provisions that authorised commissioners to appoint public (as well as private) bridleways and footpaths. Nothing in the evidence of Dr Hollowell (the Secretary of State’s expert) contradicts this.
38. In view of the stated purpose of the 1801 Act, it seems unlikely that Parliament would not have intended to give commissioners the power which they had previously exercised repeatedly pursuant to local Acts to set out and appoint public bridleways and footpaths.
39. Mr Moffett responds by pointing out that the stated purpose of the 1801 Act was not to incorporate every provision usually included in a local Act: the preamble to the 1801 Act referred to “*certain* clauses usually contained in such Act” being comprised in one law. Moreover, it is common ground that a number of powers usually found in local Acts were not included in the 1801 Act. Dr Hollowell gives examples at para 7.3 of his report dated 28 June 2013. These included a provision to exonerate the rector from keeping a bull and boar for the use of the rest of the village; exoneration of tithes; gaps to be left in fencing to allow movement between new and old allotments; a provision to prohibit lambs from new allotments for 4 years; a provision to allow the commissioners to direct the course of husbandry during the period of inclosing the land; a provision to allow the commissioners to award land for the poor; a provision to allow the commissioners to award land for the upkeep of the fabric of the parish church; and a provision for the ring-fencing of the rector’s allotment.
40. We accept that some of these powers were important. Dr Hollowell makes the point that the power to direct the course of husbandry was particularly important. As he put it, if commissioners had not enjoyed this power (i.e. overall responsibility for the farming of the parish during the inclosure period), the system “could have collapsed in chaos”.
41. We accept that the fact that public bridleways and footpaths were routinely set out and appointed in pre-1801 Acts does not decisively indicate that Parliament *must* have intended the 1801 Act to confer this power on the commissioners. But for the following reasons we consider that it militates strongly in favour of that conclusion. First, we repeat that the purpose of the 1801 Act was to create a standard set of powers which would minimise the complexity and cost of drafting local Acts. Secondly, public bridleways and footpaths were crucially important in the late 18th and early 19th centuries for those who wished to travel on foot or on horseback (the majority of the population). Thirdly, the 1801 Act made provision for the setting out

and appointing of public carriage roads and highways and private bridleways and footpaths (all of which had been the subject of the pre-1801 Acts). It would have been very odd if the 1801 Act had not also made provision for the setting out and appointing of public bridleways and footpaths when that power too had been conferred by the pre-1801 Acts. No explanation has been provided of why Parliament would not have intended to make provision in the 1801 Act for commissioners to continue to have this power. In our view, it is most unlikely that it did not intend to do so.

42. But even if no account is taken of the pre-enactment practice, we consider that, unless the statutory language compels us to interpret section 10 as applying only to private bridleways and footpaths, a purposive interpretation leads to the contrary conclusion. We shall return to the statutory language after we have discussed the purposive interpretation.

The purposive interpretation

43. There are three factors which lead us to conclude that Parliament must have intended to give commissioners the power to set out *new* public bridleways and footpaths. We should record that Mr Moffett accepts that section 10 did not preclude commissioners from setting out *existing* public bridleways and footpaths if that is what they wished to do.
44. First, in an era before the car and when carriages and carts were expensive, public rights of way on foot and on horseback were as important for the public in getting around in the local area as were the public carriageways for vehicular traffic. A commissioner was required to set out public carriageways (section 8) and to set out private bridleways and footpaths (section 10). The same procedure and opportunity for objection was to apply in both cases. No reason has been advanced to explain why Parliament would not have intended that a commissioner should not also be required to set out public bridleways and footpaths. Public bridleways and footpaths would have had a far greater public importance than private ones and potentially the same public importance in practical terms as public carriageways. Public rights of way (on foot or on horseback) were of major importance for the public who used them. They were also of great importance to landowners (who needed to know what obligations they owed in relation to their land) and to anyone purchasing land from such landowners (for the same reason). There would inevitably be a need in almost all cases for provision to be made in relation to public bridleways and footpaths. In these circumstances, it would have made no sense for Parliament to include a standard set of powers in relation to private, but not public, bridleways and footpaths.
45. No good reason has been suggested as to why Parliament would not have intended that both public and private bridleways and footpaths could be dealt with by a commissioner in any award and also that disputes about both could be ventilated and resolved in accordance with the same procedure. Indeed, it is difficult to identify any strong public interest in a public official like a commissioner setting out *private* roads and footpaths on *private* enclosed land at all. It might be asked: why not leave it to the owners of the newly enclosed land to decide whether and where to create private paths and roads? Be that as it may, if Parliament considered that commissioners had a proper role in relation to *private* roads and footpaths, it is difficult to see any sensible basis on which Parliament could have intended that commissioners would not

have the same role in relation to the setting out and appointing *public* bridleways and footpaths.

46. It is no answer to say that Parliament would have had in mind that the power to set out and appoint public bridleways and footpaths could have been dealt with in local Acts. That is true. But so too could the power to set out and appoint public roads and private bridleways and footpaths have been dealt with in local Acts. The whole point of the 1801 Act was to standardise local Acts and to avoid the need to set out detailed provisions in them. In the absence of any explanation of why Parliament would (or might) have intended to exclude from the 1801 Act the power to set out and appoint public bridleways and footpaths, we consider that, subject to an examination of the language of section 10 to which we shall come, Parliament must have intended the section to include this power.
47. Secondly, under the scheme of the 1801 Act, the whole commissioner process was intended to lead to the creation of an award (incorporating a map) which was admissible legal evidence of all “Allotments, Partitions, Regulations, Agreements, Exchanges, Orders, Directions, Determinations, and all other Matters and Things therein mentioned and contained” and which was “binding on all Parties interested”: see the heading and text of section 35. The award and map were intended to create the new root of title for all persons holding or acquiring the newly inclosed parcels of land or claiming to have an interest in respect of them (including, for example, a right of way), who would expect therefore to be able to treat it as definitive. As we have said, Mr Moffett accepts that commissioners could set out *existing* public bridleways and footpaths in the award and map (simply because the 1801 Act does not say that they could not). He submits that they could not properly set out *new* ones. But there is nothing in section 35 to support this distinction. A person reading section 35 would think that the award and map was showing those “Ways” and “Footpaths” “set out and appointed” under the Act (i.e. under section 10). Moreover, it would be very odd if the award and map, which were intended to be definitive, in fact could not be treated as definitive in relation to *existing* public bridleways and footpaths stipulated in the award and shown on the map, because (on Mr Moffett’s argument) those would always be vulnerable to inquiry into the pre-existing facts to determine whether or not a public right of way existed before the inclosure award was made. By far the more natural inference is that Parliament intended the commissioner to have full power to deal with all relevant rights with respect to the land for the future, including full power to set out and appoint all public bridleways and footpaths whether pre-existing, with altered course or new; and people (including future generations and future purchasers of property in the area) could simply look at the award and map to know what rights and ways there are. We wish to make it clear that this is an argument which uses section 35 as an indicator of the nature of the intended statutory scheme. It is distinct from the technical argument about whether it is an effective exclusion clause (which is the subject of the fourth issue).
48. Thirdly, the object of an inclosure exercise was to create new private estates over areas of land which previously had been held in common. New parcels of private land would be created out of the common area, inclosed and made into new inclosed fields which did not exist before. The physical landscape was to be changed in radical ways. There was likely to be a strong need in many cases to redraw the network of footpath and bridleway public rights of way in a locality so that it would be coherent

in the new landscape which was being created. For example, it might be necessary to create new routes along the side of fields, to replace several meandering paths with one straight one and so on. There is no doubt that Parliament reflected this reality in section 8 which gave commissioners the power to “divert, turn and stop up “any of the...Tracts, upon or over, all, or any Part of the said Lands and Grounds”.

49. Mr Moffett rightly accepts that this gave them power to divert, turn and stop up existing *public* bridleways and footpaths. But it would have made no sense to give commissioners the power to divert, turn or stop up existing public bridleways and footpaths, but not the power to create new public bridleways and footpaths. There is no distinction of substance between the diversion of an existing bridleway or footpath and the creation of a new bridleway or footpath. As Mr Laurence points out, the diversion of an existing footpath may well of itself create a new footpath. Take an existing footpath which lies between points A and D. Let us suppose that the commissioner stops up the section between points B and C and diverts the footpath at point B along a line which returns to the line of the existing path at point C. In substance, the diversion between B and C is a new public footpath. A statutory scheme which gave commissioners the power to create a new public footpath between B and C pursuant to section 8 of the 1801 Act, but not pursuant to section 10 would have made no sense and is, therefore, most unlikely to have been intended.
50. In view of these considerations, we conclude that section 10 should be interpreted as giving commissioners the power to create new public bridleways and footpaths unless the language of the section cannot bear that meaning. It is to the language that we now turn.

The language of section 10

51. Mr Laurence fairly conceded that as a matter of grammar, if section 10 is looked at in isolation and divorced from the rest of the 1801 Act, the word “private” in the third line, at any rate when viewed through the lens of the modern eye, naturally governs all the items in the list set out in the section and not only roads.
52. Understandably, Mr Moffett places great weight on this grammatical interpretation. He also relies on the following points in support of his case that this is the true interpretation. First, it is common ground that all of the features listed in the section were capable of being “private” at the time of the enactment of the 1801 Act. Secondly, there is nothing in section 10 itself to indicate that a distinction was intended to be drawn between “roads” and any of the following features in the list. He submits that “roads” was merely the first item that appeared in a list that was set out and punctuated in the conventional way. Thirdly, this interpretation is supported by the fact that, where Parliament intended that a provision was to apply to both public and private features elsewhere in the 1801 Act, it said so expressly. For example, section 11 expressly referred to “public and private roads and ways”. If Parliament had intended that the bridleways and footpaths referred to in section 10 could be either public or private, it would have been a simple matter for it to do so as it did in section 11.
53. We accept the concession of Mr Laurence that, looked at in isolation of the rest of the statute and without regard to its underlying purpose, the most natural interpretation of the first few lines of section 10 is that for which Mr Moffett contends. We also accept

that it may be said that this interpretation is reinforced by the words in lines 9 to 11 “giving such Notice...as to any private Roads or Paths, as are above required in the Case of publick Roads”. The phrase “private Roads or Paths” may be contrasted with “publick Roads”: it may be said that here too the word “private” more naturally governs both roads and paths, than roads alone.

54. If the 1801 Act were a modern statute, we would see force in the argument that section 10 should be given this meaning. But in the context of a statute which was drafted at the beginning of the 19th century, with the linguistic imperfections to which we have referred, we consider that the argument has limited force.
55. We do not consider that it is impossible to read the word “private” as governing only the first item in the list, namely roads, and to read the remaining items as being unqualified, i.e. as being either public or private.
56. Since section 8 dealt with public roads, that naturally left private roads as a separate item requiring provision in the context of the standard powers to be created by the 1801 Act. When viewed in that light, it is reasonable to think that the draftsman intended to use the word “private” to qualify only roads rather than to qualify all the items in the list. The possibility of reading section 10 in this way is reinforced by the context of the 1801 Act, the purpose of which was to provide general coverage of the principal matters which one would have expected to be dealt with in an inclosure statute. Mr Laurence submitted that, if section 8 were to be imagined as referring to “male horses” and section 10 as referring to “female horses, pigs and cattle”, one could, without abuse of language, say that *all* pigs and cattle (male and female) were covered by section 10. We consider that this somewhat fanciful example demonstrates that the most natural interpretation of section 10 is not the only possible interpretation.

Other pointers in the statute

57. There are other indications in the 1801 Act which suggest that the draftsman intended section 10 to cover both public and private bridleways and footpaths.
58. First, we think that there is some force in the submission of Mr Laurence that the words “publick and private Roads and Ways” in section 11 (lines 1 and 2) suggest that the draftsman was assuming in section 11 that both public and private bridleways and footpaths had been fully dealt with in sections 8 and 10. But we do not place great weight on this point.
59. Secondly, there is real force in Mr Laurence’s submission that the natural meaning of the words “all Roads, Ways and Paths” in section 11 (lines 6-7) is that it covers both private and public bridleways and footpaths. In the context of what was intended to be a comprehensive scheme leading to a definitive award, the words “as aforesaid” in section 11 (line 8) which govern the power to stop up and extinguish such roads, ways and paths, are used on the assumption that sections 8 and 10 between them cover the six categories of way: public roads, public bridleways, public footpaths, private roads, private bridleways and private footpaths.
60. Thirdly, there is a further important point in relation to section 11. As we have seen, it provides that after “such publick and private Roads and Ways shall have been set

out and made, the Grass and Herbage arising thereon shall for ever belong to and be the sole Right of the Proprietors of the Lands and Grounds which shall next adjoin the said Roads and Ways on either Side thereof, as far as the Crown of the Road". There is no sensible reason why the draftsman would have wished to deal with such a matter in relation to public and private roads, but only in relation to private ways. None has been suggested to us. In fact, one would have expected that there was a greater need to include a statutory provision to deal with the issue in relation to public ways than in relation to private ways. This is because, if a way were private, one would expect the owner of the way to own the herbage on it and a statutory provision to be unnecessary to deal with the matter, particularly in a general clauses statute. On the other hand, significant disputes might arise in relation to the ownership of herbage if the way were a public way. In this connection, it should be remembered that enclosure under the 1801 Act was intended to remove commoners' rights, which might include rights to allow their animals to forage and eat herbage. There is no particular significance in the reference in the first part of section 11 to "the Crown of the Road": this is simply a reference to the middle of the road or way in question.

61. Fourthly, if section 10 were construed as meaning that the word "private" qualified all the items in the list, it would follow that the 1801 Act made no provision for conferring power on commissioners to set out and appoint *any* of the features in the list unless they were private. Dr Hollowell explains at sections 5 and 6 of his report that all the features listed in section 10 could be private or public. On the evidence, some of the features may more obviously have been characterised as public than private. Be that as it may, there is no doubt that *all* of the features could be public. It is, therefore, most improbable that section 10 was intended to make provision only for commissioners to set out and appoint the listed features if they were private and to rely on local Acts to authorise the setting out and appointing of features if they were public.

Previous case law

62. We have earlier referred to the *Andrews No 1* decision in which it was common ground that the word "private" governed not merely roads, but also bridleways and footways; and that section 10 conferred a power to make provision in local Acts for commissioners only to create bridleways and footpaths that were private. Understandably, Schiemann J proceeded on the basis of this agreed position, which, for the reasons we have given, was wrong. It follows that *Andrews No 1* was wrongly decided.
63. Reference was also made by the judge and by counsel in argument to *Harber v Rand* (1821) 9 Price 57, 147 E.R. 20 and *Logan v Burton* (1826) 5 B & C 513, 108 E.R. 191. It became clear during the course of the appeal that it was common ground that these early authorities (which are in any event not binding on this court) provide little assistance in determining the true meaning of section 10 of the 1801 Act.

Conclusion on the construction of section 10

64. For the reasons that we have given, we consider that section 10 did authorise a commissioner to set out and appoint public bridleways and footpaths in an award.

Overall conclusion

65. It follows that the Commissioner had power to make the Crudwell Award and to award and appoint the public bridle road and public bridle path that he did. Accordingly, the Inspector was wrong to dismiss the appellant's appeal against the Council's rejection of his application. The appeal in this court must, therefore, be allowed.
66. In view of the conclusion that we have reached on the first issue, it is unnecessary for us to deal with the remaining issues and we do not propose to do so.

Appendix 27

1910 Finance Act assesment submitted with application

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

Extract from 1910 Tax assessment record taken from the National Archive in Kew, found in York City Archive

Assessment 47

47. Hall Moor Farm. 2 kitchens, 2 sitting rooms, dairy and cycle room down, 7 beds up. Water supply good. Footpath, Shipton to Wigginton, bridle road from Shipton to Moorlands. Area corrected to 293a. 2r. 1p.

Appendix 28

Notice of Commissioners Enclosure meeting 1806

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

—Skelton and Overton Inclosure.—

I WILLIAM DAWSON of Tadcaster, the
sole Commissioner appointed by Virtue of an
Act of Parliament, lately passed, intituled “ An Act
“ for inclosing Lands in the Township of Skelton, in
“ the Parishes of Skelton and Overton, in the North-
“ Riding of the County of York, and of a certain
“ other Act of Parliament, passed in the Forty-first
“ year of his present Majesty’s Reign, therein re-
“ ferred to, intituled, An Act for Consolidating in
“ one Act, certain provisions usually inserted in
“ Acts of Inclosure, and for facilitating the mode of
“ proving the several facts usually required on the
“ passing of such Acts, or by Virtue of one of
“ them,”

Do hereby give Notice,

That I intend to hold my Second Meeting at the House of Mr. DAVID WINN, the GEORGE INN, in Coney-street, York, on MONDAY the TWENTY-FIFTH Day of August next, at TEN o'clock in the Forenoon, for putting the said Act into execution: And I do hereby require all Persons having, or claiming any Messuages, Cottages, Frontsteads, Lands, Hereditaments, Tithes, or other Estates, Rights or Interests within the said Township of Skelton, or their respective Agents, to attend there between the Hours of TEN and TWO, and deliver to me in writing under their Hands, or the Hands of their respective Agents, a just and distinct Account of such respective Persons' Claims of their respective and several Estates, Rights and Interests within the same Township, which have not been delivered to me at the first Meeting: And all Claims that are not then delivered to me, cannot afterwards be received, without some special cause to be allowed by the said Commissioner.

And I do hereby give this further Notice,
That I intend to perambulate the Boundaries of the Township of Skelton, the next day TUESDAY the TWENTY-SEXTH day of the same Month of August, and I intend to begin such Perambulation at TEN o'clock in the Morning, at the south-west corner of the Common of Skelton, adjoining the far Breck Closes; and request the Lords of all the adjoining Manors or their respective Agents, and all other Persons interested, to attend if they think proper.—
Dated this 21st day of July, One Thousand Eight Hundred and Six.

WM. DAWSON.

Appendix 29

Hurns Lane OMA reference number

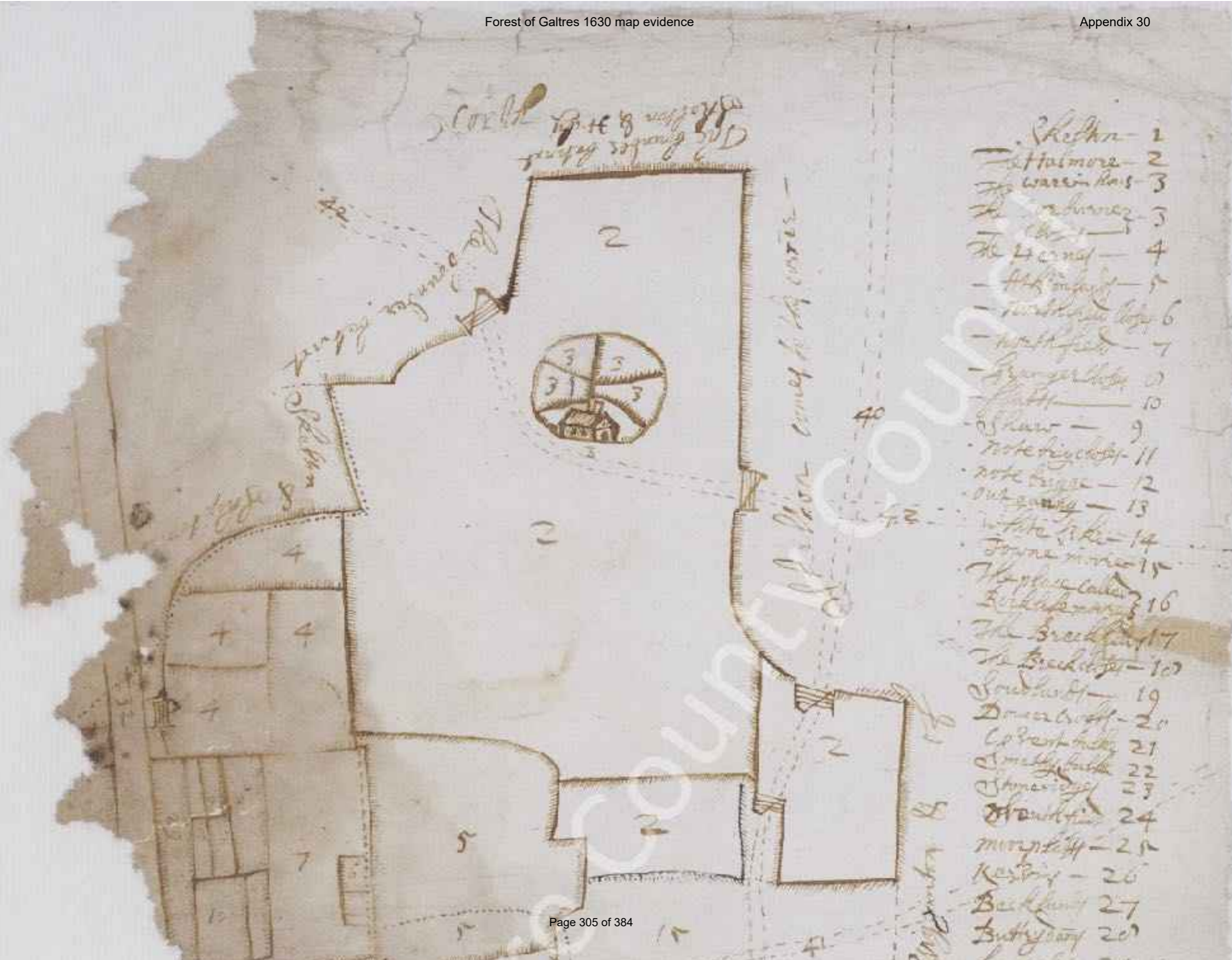
**STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK
PUBLIC BRIDLEWAY SKELTON 12
MODIFICATION ORDER 2021**

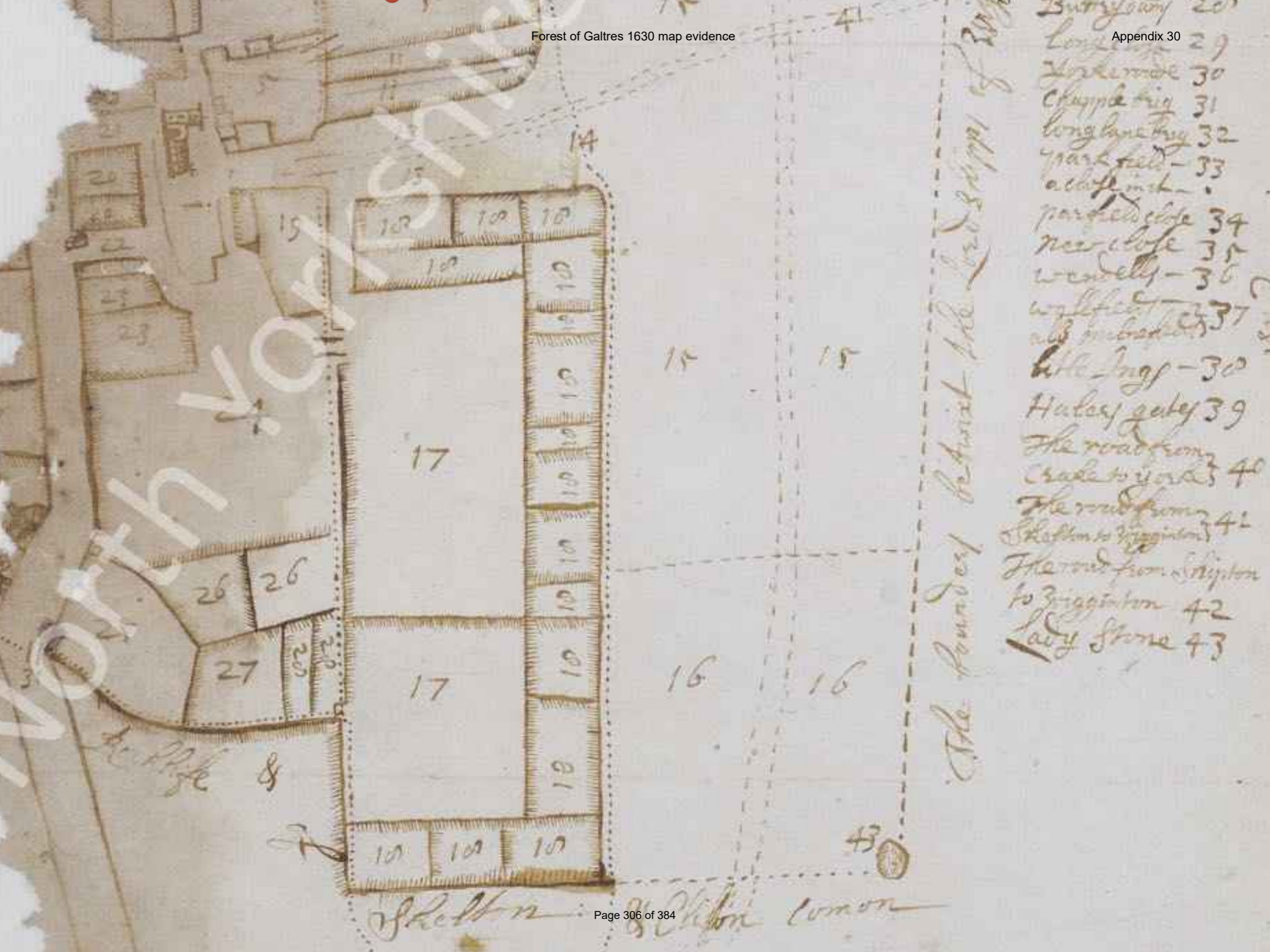


Appendix 30

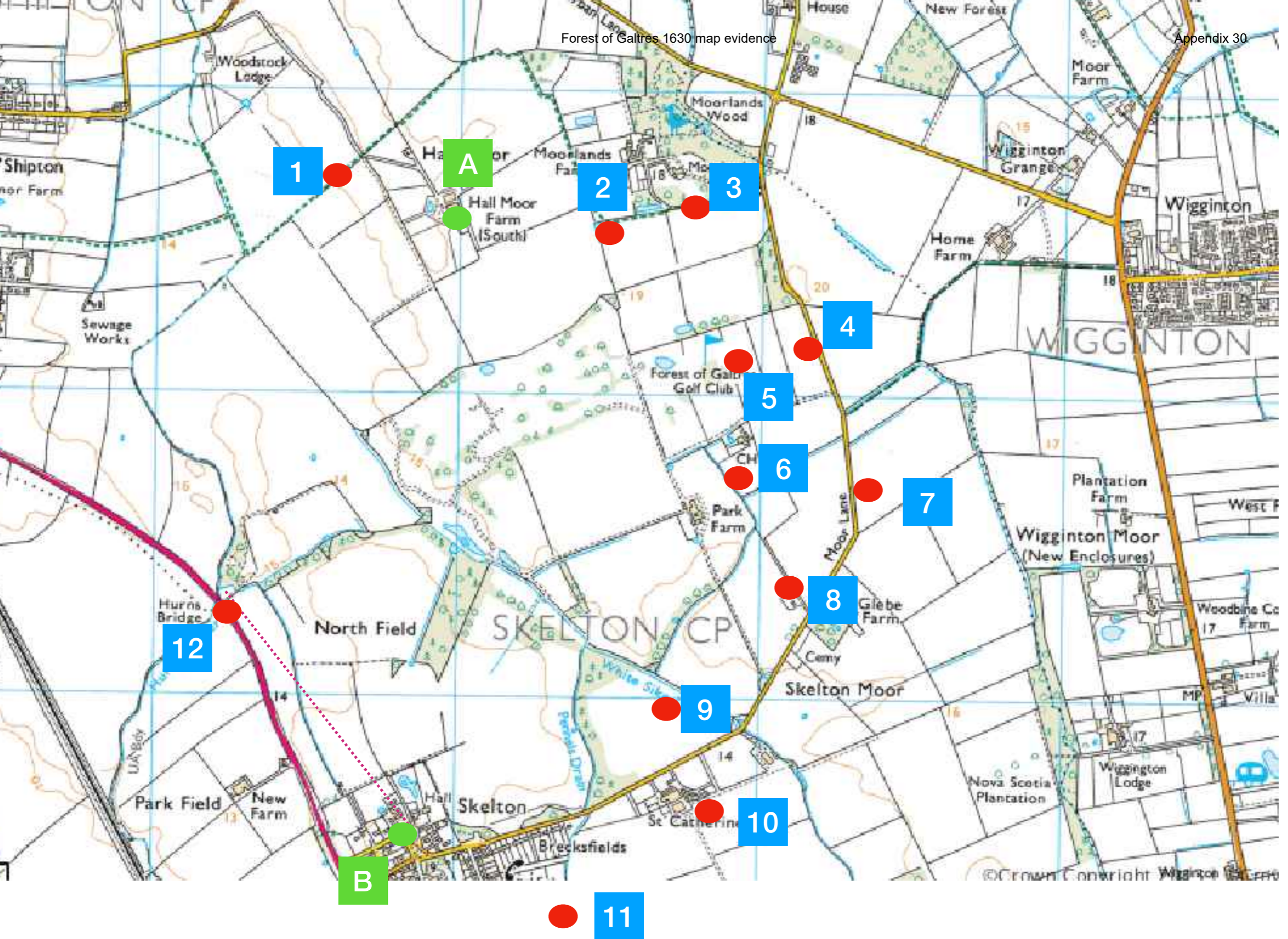
Forest of Galtres 1630 map evidence

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021









Appendix 31

Applicant's transcription of Inclosure documents

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

A Precis from the Borthwick copy of award. Each page given a specific prefix and each paragraph a specific number . (numbers selected to allow splitting if required)

Oath Skelton Enclosure Award

A5 The oath of William Dawson of Tadcaster in the County of York Gentleman the Commissioner appointed in and by the said act

A10 *I William Dawson* of Tadcaster in the County of York Gentleman dothat I will faithfully impartially and honestly according to the best of my skill.....ability andthe several trusts powers and authority.....as a commissioner by virtue of an act of Parliament made and passed in the forty sixth year of the reign of our sovereign Lord George the third by the grace of God of the united Kingdom of Great Britain and Ireland king defender of the faith and in the year of our Lord one thousand eight hundred and six.....inclosing Lands in the township of Skelton in the parishes of Skelton and Overton in the north Riding of the County of York according to equity andand without..... or affection Prejudice orwhoever ...

A15the twenty first day of July in the year of our Lord one thousand eight hundred and six. before meJ Ellis ? One of his Mjestys Justices of the Peace of the North Riding of the County of York and for theof ... Peter of York

A20 So help me God
Wm Dawson
end A

Skelton Enclosure Award Precis of award ex Borthwick. (another version without stamps at NYCRO) (microfilm 307 - DA 31 93)

sheet B

B1 **To all of whom these present shall come I William Dawson of Tadcaster.** in the County of York Gentleman sole Commissioner named and appointed in and by an act of Parliament made and passed in the forty sixth year of the reign of his present majesty King George the third entitled “ an act for inclosing lands in the township of Skelton in the Parishes of Skelton and Overton in the North riding of the County of York *send greeting Whereas* in and by the said act of parliament it is recited that there were within the township Skelton in the parish of Skelton and Overton in the said North riding of the County of York several open fields, common and waste ground, and that Joshua Hepworth Esquire. was Lord of the Manor of Skelton aforesaid and was also seized of the perpetual advowson right of patronage and presentation of in and to the Rectory and Parish Church of Skelton aforesaid and Thomas Place (Clerk) was the then present Rector of the said Rectory and Parish Church of Skelton aforesaid and as such was entitled to certain Glebe lands and to all manor of tythes both great and small growing renewing or arising within the parish of Skelton and that Joshua Hepworth, Mary Place and others were seized of certain Great Tythes arising and growing within the township of Skelton in the parish of Overton.

- B5 And that John Francis Allen, Clerk, as vicar of Overton aforesaid, was entitled to certain small tythes arising and renewing. within the said Township of Skelton in the Parish of Overton aforesaid And that the said Joshua Hepworth, Mary Place, John Kilby, John Hutchinson and several other persons were the owners and proprietors of the said open fields, commons and waste grounds And that an act was passed in the forty first year of his present Majesty Reign entitled “ an Act for consolidating in one act certain provisions usually involved in acts of Inclosure and for facilitating the mode of proving the several facts usually required on the passing of such acts and also reciting that the lands of several proprietors laid intermixed and dispersed in small parcels and were in general so situated as to render the cultivation thereof inconvenient and expensive and the same in their then present state as well as the said common and waste grounds were capable of little improvement and it would tend greatly to the advantage of the several proprietors thereof and all persons interested therein if the said Open fields Common and Waste Ground are divided and inclosed and specific parts thereof allotted to the several persons interested therein in proportion to their respective rights and interests and a satisfaction made for the Tythes arising within the said Township of Skelton Aforesaid but that such beneficial purposes could not be affected without the said authority of Parliament
- B10 *If was and is* amongst other things enacted that i the said William Dawson and my successors to be appointed in manner therein mentioned should be and I was hereby appointed the Commissioner for dividing allotting and inclosing the said open fields Common and Waste grounds within the Township of Skelton aforesaid and for carrying the several other purposes of the said act into execution subject to the regulations in the said recited acts except in such cases whereby the same are thereby named or altered by the said recited consolidated act or otherwise
- B15 *And Whereas* I the said Commissioner have before I proceeded to make this my award taken the Oath prescribed in and by the said recited act of the forty sixth year of his present majesty the reign and having engrossed the said Oath upon parchment and have annexed it unto these present according to the directions of the same act.
- B20 *And whereas* I have according to the directions of the said recited acts or the one of them had and held several meetings for the purposes therein specified and have viewed the said open fields Common and waste grounds intended to be divided and enclosed and have ascertained the several rights estates and interests therein and have also caused a true exact and particular survey and measurement and plan to be made by William Shipton of Green Hammerton, Surveyor, of all the lands and grounds intended to be divided and also of all the messurages, cottages, orchards, gardens, homesteads, Ancient Enclosed lands and grounds with in the township of Skelton and Parishes of Skelton and Overton who have ascertained and set down and specified the number of acres in the same and have **considered the several roads both public and private** in through over and along the said the said several open fields Common and waste grounds and every other matter and thing referred to me on and by the said several recited acts or either of them

- B21 *Now Know Ye* that i the said William Dawson having duly taken and subscribed the said oath as aforesaid and duly qualified myself to act as a Commissioner for putting the said act of the forty sixth year of the reign of his present majesty in execution and have caused such notices to be given ...and by the said recited act of the forty first year of King George the third are directed and having also had a true exact and perfect survey and admeasurement of all and singular the said open fields Commons and waste grounds and the of the said ancient inclosed lands respectively in and by the same act direct to be surveyed and measured as aforesaid by the said William Shipton who hath this day taken the oath in the said recited act of the forty first year of George the third appointed and I having duly weighed and considered the several matters and things referred to my determination judgement and arbitration do on the day of the date of these presents by virtue and in pursuance of the said several recited acts and of every other right power and authority enabling me in that behalf *Make publish and declare this my award* in writing of and concerning the premises in manner following that is to say I do hereby declare that the quantity and contents in statute measure of all the said open fields common and waste ground in the said township of Skelton in the said Parishes of Skelton and Overton aforesaid in and by the said recited act of the forty sixth year of King George the third directed to be divided and inclosed amount unto and the same doth contain 784 acres and that the said ancient Enclosed Land do contain 1570 acres 2 roods and 15 perches. I do further declare that I have caused a plan to be annexed to this **and a copy of this plan I have caused to be lodged at the Registry Office** in and for the of North Riding of the said County of York at the time of enrolling this my award and I the said Commissioner by virtue and in pursuance of the said several recited Acts or the one of them have delivered given and fixed such notices as are by the said several
- end B
- C1 *Acts required* touching the boundaries of the said township of Skelton in the parishes of Skelton and Overton. and of the Parishes Manors Hamlets or districts adjoining thereto and have ascertained, set out determined and fixed the same respectively and have with the consent of the proprietors of estates in township of Rawcliffe by a straight give and take line drawn from Breck Closes in the township of Skelton to and into the West fence of the township of Wigginton set out and ascertained the boundaries of the said two townships
- C3 *And I do award order and direct* that the said straight line so drawn and the fence and ditch thereupon made shall from henceforth for ever and hereafter be deemed and taken to be the Boundary line between Skelton and Rawcliffe.
- C5 *I do* set out appoint order and award the several Public Highways and Roads following: that is to say one Public Highway or road in the township of Skelton aforesaid being the present Turnpike Road leading from Easingwold to York and herein called the **York Turnpike Road** as and when the same is now staked out and laned off or bounded beginning at a certain bridge at the South end of Shipton Broad Lane extending from thence southward in its usual direction to and into the township of Rawcliffe aforesaid
- C10 *Also* one other **Public Carriage and Drift Road of the width of thirty three feet between and exclusive of the ditches as the same is now set out and made called the Wigginton Road** leading from the east end of the townstreet of Skelton in an easterly direction over part of Skelton Common to the north west corner of an Allotment awarded to the Vicar of Overton and from thence continued in a north easterly direction over other part of the Common to the south west corner of the Allotment awarded to Joshua Hepworth and from thence in a northerly direction over part of the Common to and into an Ancient Road in Skelton leading to Wigginton at the north east corner of an allotment awarded to Richard Wardman.

- C15 *Also one private Carriage and Drift Road of the Width of twenty Feet between and exclusive of the Ditches as the same is now staked out and made called **the Brecks Field Road** leading from the Townstreet of Skelton at the north east corner of an Ancient Enclosure belonging to Joshua Hepworth called Crooking Croft in a Southerly direction through an **Ancient Lane** and over part of the South Field along the East side of an Allotment Awarded to the said Joshua Hepworth in the South Field to the South east corner thereof and from thence in an Easterly direction over other part of South field to Brecks Field at the North East Corner of an Allotment awarded to Edward Place a heir of Mary Place (who had died since the passing of The Act) in the said South Field and from thence in a Southerly direction along the West side of Brecks Field to an Ancient Enclosure late belonging to Mary Place, called Great Brecks at the North West corner thereof*
- C20 *Also one private Carriage and Drift Road of the Width of twenty Feet between and exclusive of the Ditches as the same is now set out and made called **Brecks Closes Road** leading from Brecks Field Road at the South East corner of an ancient Enclosure of Edward Place called **Sold Lands Close** and from thence leading Northward over part of Brecks Field to and into an Ancient Enclosure of Edward Place called the **Long Brecks** at the South West corner thereof*
- C25 *Also one private Carriage and Drift Road of the Width of twenty Feet between and exclusive of the Ditches as the same is now set out and made called **North Field Road** and leading from an **Ancient Lane** at the North West corner of an Ancient enclosure of John Kilby which he had in exchange from Roger Barker and John Barker called The Croft in an Easterly direction through an **Ancient Lane** and over part of the North Field to an Allotment awarded to Thomas Place as Rector of Skelton in the North Field at the South West corner thereof in lieu and compensation for tythes in the open Fields of Skelton*
- C30 *Also one private Carriage and Drift Road of the Width of twenty four Feet between and exclusive of the Ditches as the same is now set out and made and called **Park Field Road** branching from an Ancient Road called the York Turnpike Road at the North East corner of an Allotment hereby awarded to the co-heiresses of John Hutchinson (who died since the passing of The Act) in a Westerly direction over part of the Park Field to and into an Allotment hereby awarded to the co-heiresses of John Hutchinson and in exchange from Joshua Hepworth at the south East corner thereof*
- C35 *Also one **Public Bridle Road of the Width of sixteen Feet** if the same shall be fenced off as the same is now set out and made known called **the Bridle Road to Wigginton** branching from the North End of Wigginton Public Road at the North West Corner of an Allotment hereby awarded to the said Edward Place on the common by Guilt Nook and from thence in an Eastward direction along the North side of the same to an Ancient Bridle Gate leading into Wigginton township.*
- C40 *Also a **Public Foot Road to be made as the same is now staked out** leading from the Brecks Fields Road and beginning at the North West corner of an allotment awarded to the said Edward Place in South field in the parish of Skelton and from thence in a Southward direction along its West side and over and across another allotment hereby awarded to the said Edward Place in the Parish of Overton and in the South Field to an Ancient Stile leading into an Ancient Enclosure late of the said Mary Place called Kirvens and from thence in its usual course and direction through the said Parish of Skelton leading into the Township of Rawcliffe.*
- C45 *Also one other **Public Foot Road to be made as now staked out***
end C

- D1 *Staked out leading* from an Ancient Stile in the North East Corner of an Ancient Enclosure belonging to Roger Barker and John Barker called Penhills Eastward into and over an Allotment hereby awarded to the said Roger Barker and John Barker upon the said Commons of Skelton aforesaid and along the North side of the same Allotment to an Ancient Gate leading up to the Dwellinghouse of John Barker and from thence in the same direction to and into Allotments hereby awarded to the said Richard Wardman and Thomas Place upon the said Common at the North West corner of the said Thomas Place's Allotment and further in the same direction across the same to and into the Wigginton Road.
- D5 And I do assign allot and award the grass and Herbage arising upon and from the said several Carriage and Bridleroads set out and made as aforesaid and the grass and herbage shall forever belong to and be the sole right of the proprietors of the lands and grounds which shall next adjoin the said roads and ways on either side thereof as far as the crown of the Road.
- D10 And I do assign and allot and award all that piece or parcel of ground at the East end of the TownStreet of Skelton bounded towards the East by an Ancient Enclosure late belonging to John Hutchinson and towards the North by an allotment awarded to Roger and John Barker and towards the West and South by the Town Street of Skelton as a **Public Watering Place** for all kinds of Beasts and Cattle for the use of the inhabitants of the said townshipSkelton for the time being forever.
- D15 I do assign allot and award unto **the Surveyors of the Highways** for the time being within the township of Skelton for the purpose of getting sand, gravel and other materials for repairing the highways and roads, within the said township of Skelton aforesaid all that Piece or Parcel of Land containing three acres being upon the said Common bounded by Lands allotted to Thomas Place as Rector of Skelton on the East, West and South and by the Public Highway called Wigginton Road on or towards the the North.
- D20 I do hereby assign allot and award unto the Reverend. Thomas Place (Clerk) as Rector of the Rectory of Skelton and his successors Rectors of the Parish and parish Church of Skelton in severality 19 Acres 3 roods and 18 Perches of Land lying in the North Field in Skelton and bounded by Lands Awarded to John Kilby and an Ancient Enclosure belonging to Roger Barker and John Barker to the East and by lands awarded to John Kilby and lands awarded to Thomas Place as Rector (In lieu of Tythes of Old Enclosure Lands had in Exchange from John Kilby on the North and by the same Lands awarded to Thomas Place as Rector as aforesaid and by other lands awarded to John Kilby on the West and by the Lands Awarded to Thomas Place as Rector in lieu of Tythes of Old Enclosure and lands had in exchange from the said John Kilby and Other Lands Awarded to and ancient enclosure had in exchange by the said John Kilby on or towards the South.
- D25 And I do Order and Direct that Thomas Place as Rector and his successors being proprietors and occupiers of the Allotment of 19 Acres 3 Roods and 18 Perches shall hereafter well and sufficiently support maintain and keep in repair the fences and ditches on the North side of the said Allotment dividing the same from the lands of John Kilby
- D30 And I do also assign allot and award unto Thomas Place as Rector and his successors, Rectors for the time being of Skelton in severality 1 Acre 2 Roods and 6 Perches in the North Field of Skelton bounded by Other Lands awarded to Thomas Place in lieu of Tythes on or towards the East North and South and by Other Lands awarded to Thomas Place in exchange with John Kilby for Old Enclosure within the said township on the West.
- D35 And I do also allot assign and award. unto the said to Thomas Place as Rector and his successors rectors for the time being aforesaid in severalty 66 Acres Three Roods and 8 Perches of Land Lying in the Common of Skelton bounded by the Town ship of Wigginton and the Land Awarded to the co-heiresses of the said

end D

- E1 *John Hutchinson* and the Sand Pit on the East and by the Common Highway called Wigginton Road the Sand pit and the same lands on the North by Lands hereby Awarded to the Vicar of Overton and the Sand Pit on the West and by Lands Awarded unto Edward Place on the South; which said several allotments of one acre two roods and six perches and sixty six acres three roods and eight perches are in lieu of and in full compensation and satisfaction of all manner of Tythes of certain Old Enclosure in Skelton aforesaid
- E2 And I do order and direct that Thomas Place and is successors proprietors and Occupiers of the said allotment of 66 Acres roods and 8 perches for the time being shall forever hereafter well and sufficiently repair support and maintain the fences and ditches of the same allotment against and adjoining the Sand Pit and the Common Highway called Wigginton Road on tor towards the East and North and the whole of the Fences and Ditches of the Allotment on the West and South.
- E3 And I do also assign allot and award unto the said Thomas Place as rector as aforesaid and his successors rectors for the time being of Skelton aforesaid in severalty eighteen acres and one rood of land lying in the said Common of Skelton aforesaid bounded by common highway called Wigginton Road on or towards the East and South by Lands hereby allotted unto an Ancient Enclosure belonging to Richard Wardman on the North and by the several lands awarded to Richard Wardman and lands awarded to Thos. Place in lieu of Glebe on or towards the West.
- E5 And I do hereby order and direct that the said Thomas Place and his successors Rectors of Skelton aforesaid proprietors and occupiers for the time being of the said allotment. of 18 Acres and 1 Rood shall for ever hereafter well and sufficiently repair support and maintain the fences and ditches the same allotment on or towards the east and south against the said common highway called Wigginton road and against lands hereby awarded to the said Richard Wardman in the parish of Skelton aforesaid on or towards the north
- E10 And I do also Allot assign and award unto to said Thomas. Place as Rector aforesaid and his successors Rectors for the time being of Skelton aforesaid in severalty 2Roods and 4Perches in the South Field of Skelton aforesaid bounded by Lands hereby awarded to Joshua Hepworth on or towards the East by Ancient Enclosed land belonging to the said Thomas. Place as Rector aforesaid and his successor rectors for the time being of Skelton and by other land by him had in exchange from Edward Place hereby awarded to him in exchange on the North, by Lands Awarded to Edward Place on the West and South
- E11 And I do hereby also order and direct that the said Thomas Place and his successors rectors of Skelton aforesaid proprietors and occupiers for the time being the said allotment of five roods and four perches shall for ever thereafter well and sufficiently repair support and maintain fences and ditches of same allotment on or towards the East and South
- E15 And I do also allot assign and award unto the said. Thomas. Place as Rector as aforesaid and his successors rectors for the time being of Skelton aforesaid in severalty 5 Acres 3 Roods of land lying in the said common of Skelton aforesaid bounded by lands awarded to the said Thomas Place as rector as aforesaid in lieu of tithes on or towards the east by lands hereby awarded unto the said Richard Wardman on or towards the north and west and by the said common Highway called Wigginton Road on the South
- E16 And I do order and direct that the said Thomas Place as rector as aforesaid and his successors proprietors and occupiers for the time being of the said allotment of five acres three roods shall for ever hereafter well and sufficiently support and maintain the fences and ditches on the north and south sides of the same allotment

E20 And I do also allot assign and award unto the said Thomas Place as Rector as aforesaid and his successors rectors for the time being of Skelton aforesaid in severalty 2 Acres, 2 Roods and 6 Perches of land lying in the North Field of Skelton aforesaid bounded by Land hereby awarded unto the said Thomas Place in lieu of the Tythes of Old Enclosed Glebe on or towards the East and by other Lands hereby Awarded unto the said Thomas Place in lieu of the Tythes of the said Open Fields of Skelton aforesaid on or towards the North and South and by lands hereby awarded unto the

end sheet E

F1 *John Kilby* on or towards the West

And I do order and direct that the said Thomas Place and his successors proprietors and occupiers for the time being of the said allotment of two acres two roods and six perches shall for ever thereafter well and sufficiently repair support and maintain the fence and ditch of the same allotment on or towards the West . All which said several Allotments or parcels of land hereby allotted and awarded to said Thomas Place as rector of Skelton aforesaid and his successors rectors for the time being are in lieu ?? and full satisfaction and compensation of and for all manner of Tythes both Great and Small yearly coming growing renewing or being within the said parish of Skelton aforesaid (except surplice fees and Easter offerings) the same several Allotments being first surveyed enclosed and fenced at the expense of the other proprietors by me, the Commissioner and which are hereby directed to be kept in repair afterwards by the said Thomas Place and his successors Rectors for the time being of Skelton aforesaid forever and which said several Tythes would have been due and payable to the said Thomas Place and his successors rectors for the time being of the said parish of skelton aforesaid in case the same were not extinguished by the said Act and which same several allotments or parcels of ground are in my judgement quantity, quality and situation considered equal in value to two fifteenth parts of such of the said Open Fields as are within the same Parish and to two fifteenths of such parts of the Ancient Enclose Grounds as are within the Parish of Skelton and to one ninth of such part of the Common and Waste grounds as are within the same Parish of Skelton and are in lieu bar and full satisfaction and compensation of and for all and all manner of Great and Small Tythes and other Ecclesiastical dues coming growing arising renewing or being or to come grow and renewer be in upon within or from the several lands and grounds within the said Parish of Skelton aforesaid the said surplice fees and easter offering only accepted and reserved

F5 And I do Allot and Award and assign unto the said **Joshua Hepworth as Lord of the Manor of Skelton aforesaid** 9 Acres 2Roods and 8 Perches of land lying on the Common and bounded by the Township of Wigginton on or towards the East by land allotted to the said Edward Place on or towards the North by the said Common Highway called Wigginton Road on or towards the West and by lands allotted to the said Joshua Hepworth in lieu of his Manorial Rights in the Township of Skelton in the Parishes of Skelton and Overton or towards the South

F7 And I do order and direct Joshua Hepworth and the proprietors and occupiers for the time being of the said allotment of 9 Acres 2 Roods and 8 Perches shall make and forever hereafter maintain a good and sufficient hedge on the West side thereof.

F10 And I do also allot assign and award unto the said Joshua Hepworth as a further allotment as Lord of the Manor of Skelton aforesaid 13 Acres 2 Roods and 32 Perches on the Common bounded by the Township of Wigginton on the East by the Lands herein before Allotted to Joshua Hepworth in lieu of his Manorial rights in the parish of Skelton on or towards the North and by the common highway called Wigginton Road on or towards the West and by lands allotted to Joshua Hepworth as proprietor of lands in the said Parish of Overton aforesaid on or towards the the South

- F11 And I do order and direct that the said Joshua Hepworth and the proprietors and occupiers for the time being of the same allotment of thirteen acres two roods and thirty two perches awarded to the said Joshua Hepworth as lord of the manor aforesaid shall make and for ever hereafter well and sufficiently repair support and maintain the fence and ditch on the West side of the same allotments which two last mentioned allotments making together twenty three acres and one rood are in my judgement a full equivalent and adequate compensation (the situation quantity and quality considered) for Joshua Hepworth's Rights and Interest in and to the Soil of the said Common and Waste Grounds within the Township of Skelton aforesaid and are equal in value to one twentieth part of the residue of the Common and Waste Grounds
- F15 And I do allot assign and award unto the said **Joshua Hepworth** his heirs and assigns in severalty 3 Roods and 11 Perches of land lying in the Park Field of Skelton aforesaid and bounded on or towards the East by Lands allotted to the co-heiresses of the said John Hutchinson on or towards the East and south by the Township of Overton on or towards the North by lands allotted to the said Joshua Hepworth and afterwards exchanged with the said co-heiresses of the said John Hutchinson on or towards the West
- F16 And I do order and direct that the said Joshua Hepworth and the proprietors and occupiers for the time being of the said allotment of three roods and eleven perches shall make and forever repair and maintain a sufficient fence and ditch on the East side thereof which said last mentioned allotment is in lieu bar and full satisfaction and compensation of and for all his the said Joshua Hepworth right title and interest of in and to all the Great or Corn Tythes yearly coming
- end sheet F
- G1 *growing arising* or renewing upon in from or out of certain Open Field Lands belonging to John Kilby situate and being in the Parish of Overton aforesaid.
And I do allot assign and award unto the Reverend John Francis Allen Vicar of the parish and parish church of Overton aforesaid and to his successors Vicars for the time being of the same Parish in severalty 6 Acres and 32 Perches of Land lying in the Brecks Field in the Parish of Overton bounded by Lands hereby allotted unto the said Edward Place on or towards the East and South and by an Ancient Enclosure late of the Mary Place on or towards the North and by the said Brecks Field and Long Breck roads on or towards the West
- G2 And I do order and direct that the said John Francis Allen and his successors vicars of Overton for the time being proprietors and Occupiers of the said allotment of six acres and thirty two Perches shall for ever repair and maintain good and sufficient fences and ditches on the West and South sides of the same allotment.
- G5 And I do allot assign and award unto John Francis Allen as Vicar aforesaid and his successors vicars of Overton for the time being in severity. 17 Acres and 8 perches of land lying in the said Common in the said Parish of Overton aforesaid bounded by lands hereby severally allotted unto the said John Francis Allen and the said Thomas Place on or towards on the East, by the said lands hereby allotted to the said John Francis Allen in lieu of his vicarial Tythes of the said Common and the said Wigginton Road on or towards the North and by lands hereby allotted to Edward Place on or towards the West and South
- G7 And I do order and direct that the said John Francis Allen and his successors vicars of Overton aforesaid for the time being and the proprietors and occupiers for the time being of the said allotment of 17 acres and eight perches shall for ever repair and maintain good and sufficient fences and ditches on the North and South side

- G10 And I do allot assign and award unto the said John Francis Allen as Vicar aforesaid and his successors vicars of Overton for the time being. 3 Acres 2 Roods and 32 Perches of land lying in the Common in the said Parish of Overton aforesaid bounded by lands hereby allotted to the said Thomas Place on or towards the East, the said highway called Wigginton Road on or towards the North and the said lands hereby allotted to the said John Francis Allen in lieu of the Vicarial Tythes of Old Enclosure on or towards the West and South
- G13 And I do order and direct that the said John Francis Allen and his successors vicars of Overton for the time being proprietors and occupiers of the said allotment of three acres two roods and thirty two perches shall for ever hereafter maintain a good and sufficient fence and ditch on the north side of the same allotment
- G14 And I do declare that the said three several allotments or parcels of ground last heretofore allotted and awarded to the said John Francis Allen as vicar of Overton and his successors are in lieu bar and full compensation and satisfaction of and for all manner of Small or Vicarial Tythes yearly coming growing arising renewing and being in upon from or out of the several lands and grounds within the said Township of Skelton in Parish of Overton aforesaid and also in lieu bar and full compensation and satisfaction for three loads of turves in kind by the said Vicar claimed as due and payable from the farm and Lands of the Late Mary Place called Hall Moor and for which an equivalent in land is hereby set out allotted and included in his several allotments or the one of them all which same all which same allotments are first enclosed and fenced by me the said commissioner and by me directed to be afterwards repaired and maintained and kept in repair by the said John Francis Allen and his successors vicars of Overton aforesaid forever
- G15 I do also allot assign and award to Joshua Hepworth and his heirs and assigns in severalty 2 Acres 2 Roods 16 Perches of land lying in the Park Field bounded by lands allotted to him towards the East, by the Township of Overton aforesaid on or towards the North, by an Ancient Enclosure belonging to the said Joshua Hepworth on or towards the West and by land hereby allotted unto the co-heiresses of John Hutchinson on or towards the South.
- G20 I do also allot assign and award unto the said Joshua Hepworth his heirs and assigns in severalty 3 Roods 24 Perches in the Park Field in the Parish of Overton bounded by lands allotted to Joshua Hepworth for Tythes to the East, the Township of Overton on the North by lands allotted to Joshua Hepworth in the Parish of Skelton towards the Wests and lands allotted to the co-heiresses of John Hutchinson in the South.
- G25 I do also allot assign and award unto the said Joshua Hepworth his heirs and assigns in severalty 2 Acres 2 Roods and 4 Perches of land lying in the South field in the Township of Overton aforesaid bounded by a certain **Private way called the Brecks Field Road** on or towards the East, by several Ancient Garths or enclosures of the said Joshua Hepworth on or towards the North by an Ancient Garth or Enclosure of the said Joshua Hepworth and lands hereby awarded to the said Thomas Place as Rector aforesaid on or towards the West and by lands hereby awarded to Edward Place on or towards the South and I do order and direct that the said

end sheet G

- H1 *Joshua Hepworth* and the proprietors and occupiers of the said allotment of two acres and two roods and four perches for the time being shall make and for ever repair and maintain sufficient fences and ditches the east and south sides thereof.

- H5 And I do also allot assign and award unto to the said Joshua Hepworth his heirs and assigns in severalty 11 Acres 2 Roods and 20 Perches of land upon the said Common in the said Parish of Overton aforesaid bounded by lands hereby allotted to Roger Barker and John Barker on or towards the East by lands hereby allotted unto the said Roger Barker and John Barker and an Ancient Enclosure belonging to the said Joshua Hepworth on or towards the North by an Ancient Enclosure belonging to the said Joshua Hepworth in his own right and land received by him in exchange from Edward Place and by an Ancient Enclosure belonging to the said Roger Barker and John Barker on or towards the West and by the said Common Highway called Wigginton Road on or towards the South.
- H7 And I do order and direct that the said Joshua Hepworth and the proprietors and occupiers for the time being of the said allotment of 11 acres 2 roods and 20 perches shall make and forever maintain and repair a sufficient fence and ditch on the North and South sides of the same allotment.
- H10 And I do also assign and award unto the said Joshua Hepworth his heirs and assigns in severalty 6 Acres 3 Roods of land lying upon the said Common in the said Parish of Overton aforesaid bounded by the Lordship of Wigginton on or towards the East by lands hereby allotted to the said Joshua Hepworth as Lord of the Manor of Skelton aforesaid on or towards the North by the said Common Highway called Wigginton Road. on or towards the West and by lands hereby allotted to the co-heiresses of John Hutchinson on or towards the South
- H15 I do also allot assign and award unto the said Joshua Hepworth his heirs and assigns in severalty 18 Perches of land , [Parcel of the Lane leading to Hall Moor Farm](#) bounded by an Ancient Enclosure of Joshua Hepworth had in exchange from John Kilby on or towards the North by the York Turnpike Road on or towards the West [and by the said Hall Moor Lane](#) on or towards the South
- H17 And I do order and direct that the said Joshua Hepworth and the proprietors and occupiers for the time being of the said two several allotments of six acres and three roods and eighteen perches shall make and forever maintain and repair good and sufficient fences and ditches on the West and South sides of the same allotments.
- H20 And I do also (in further pursuance of the several powers and authorities vested in me by the said several recited acts or one of them) allot assign and award unto Edward Place esquire the heir and devisee of the said Mary Place deceased in severalty, the whole of a certain open Field called The South Field within the township of Skelton aforesaid (except such part of the South Field as lies to the Northward of a straight line drawn from the south West corner of a certain Enclosure called **Sold Lands** to the South East corner of another Enclosure called **Holdgate Stone Riggs Croft**) and as to such part of the said South Field as lies to the Northward of the said straight line.
- H22 I the said commissioner do also allot assign and award unto the said Edward Place as heir and devisee as aforesaid as a further part of his allotment so much of the said excepted part of the said South Field . as lies to the Westward of the West boundary of the **Glebe Rigg**.
- H25 And I do also allot assign and award unto Edward Place as heir and devisee as aforesaid his heirs and assigns severalty 2 Acres 3Roods 24 Perches of land lying in the said in South field within the said township of Skelton aforesaid bounded by lands hereby allotted unto and by an Ancient Enclosure exchanged with the said Thomas Place as Rector as aforesaid on or towards the East by Ancient Enclosures late of Mary Place on or towards the North and West and by lands hereby allotted to the said Edward Place as heir and devisee as aforesaid on or towards the South
- H26 And I do order and direct that the said Edward Place and the proprietors and occupiers for the time being of the said allotment of two acres three roods and twenty four perches shall make and for ever maintain a sufficient fence and ditch on the East side thereof against the allotment of the said Thomas. Place.

H27 Also I do also allot assign and award unto the said Edward Place as heir and devisee as aforesaid his heirs and assigns in severalty 4 acres 3 roods of land in the said South Field bounded by the said Brecks Field Road on or towards the East and North and by lands hereby allotted to the said Edward Place in the Parish of Overton on the West and south.

H29 I order and direct that the said Edward Place and the proprietors and occupiers for the time being of the said allotment of four acres and three roods shall make and forever repair and maintain sufficient fences and ditches on East and North sides. thereof. I do also allot assigned award unto the said Edward Place as

end sheet H

I1 *Heir and Devisee* as aforesaid his heirs and assigns in severalty 80 acres 3 roods 4 perches of land in the South field in the Parish of Overton bounded by lands hereby allotted to the said Edward Place and the said Brecks field road and by other lands hereby allowed unto the said Edward Place in Skelton aforesaid on or towards the east and the same lands in Skelton aforesaid and the other lands severally allotted unto the said Edward Place, Joshua Hepworth and the said Thomas Place and an Ancient Enclosure late of the said Mary Place on or towards the North and by the said common highway called the York Turnpike road on or towards the West and by Ancient Enclosure late of the said Mary Place in her own right and another Ancient Enclosure had in exchange from Joshua Hepworth on or towards the South

I3 And I do order and direct that the said Edward Place and the proprietors and occupiers for the time being of the said allotment of 80 acres 3 roods 4 perches shall make and for ever maintain good and sufficient fences and ditches on the East and West sides thereof

I5 And I do also allot assign and award unto the Edward Place as heir and devisee as aforesaid his heirs and assigns in severalty 80 acres 18 perches of land lying in the in the Brecks Field in the township of Skelton aforesaid bounded by Ancient Enclosure late of Mary Place in her own right and others in exchange from Joshua Hepworth on or towards the East and by other Ancient Enclosures late of the said Mary Place had in exchange from Joshua Hepworth, and by lands hereby allotted to the said John Francis. Allen as Vicar of Overton on or towards the North, by the same lands hereby allotted to the said Vicar of Overton and the said Brecks Field Road on or towards the West and by Ancient Enclosure late of the said Mary Place on or towards the South

I7 And I do order and direct that the said Edward Place and the proprietors and occupiers for the time being of the said allotment of eighty acres and eighteen perches shall make and for ever repair and maintain good and sufficient fence and ditch on the West sides thereof

I10 And I do also allot assign and award unto the said Edward Place his heirs and assigns in severalty 2 roods and 24 perches of land lying in the Townstreet of Skelton in the said Parish of Overton aforesaid bounded by the said Townstreet and an Ancient Enclosure the late of the said Mary Place on or towards the East by the same Townstreet on or towards the North and West and by houses and frontsteads and the same Ancient Enclosures late of the said Mary Place on or towards the South

I12 And I do order and direct that the said Edward Place and the proprietors and occupiers for the time being of the said allotment of two roods and twenty perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the North and West sides thereof

- I15 And I do also allot assign and award unto the said Edward Place as heir and devisee as aforesaid his heirs and assigns in severalty 19 acres 1 rood of land lying in the said Common in the Parish of Overton aforesaid bounded by the lands hereby severalty awarded to John Francis Allen as the Vicar of Overton aforesaid and the said Edward Place on or towards the East the said common highway called Wigginton Road on or towards the North, by an Ancient Enclosure late of the said Mary Place on or towards the West and another Ancient Enclosures of Mary Place in her own right and by exchange from Joshua Hepworth in or towards the South
- I17 And I do order and direct that the said Edward place and the proprietors and occupiers for the time being of the said allotment of nineteen acres and one rood shall make and for ever repair and maintain a sufficient fence and ditch on East and North sides thereof.
- I20 And I do also allot assign and award unto the said Edward Place as heir and devisee as aforesaid his heirs and assigns in severalty 8 acres 2 roods 24 perches of land (subject to a bridle road as herein awarded lying in the Common by Gault Nook in the Parish of Overton aforesaid bounded by Wigginton Township on or towards the East by Ancient Enclosures of the said Edward Place on or towards the North by the Common Highway called Wigginton Road on or towards the West and by lands hereby allotted to Joshua Hepworth as Lord of the Manor of Skelton on or towards the South,
- I23 And I do order and direct that the said Edward place and the proprietors and occupiers for the time being of the said allotment of eight acres two roods and twenty four perches shall make and for ever repair and maintain a sufficient fences and ditches on the West and south sides thereof
- I25 I do also allot assign and award unto the said Edward Place as heir and devisee as aforesaid his heirs and assigns for ever in severalty 130 acres 24 perches of land in the said Common in said Parish of Overton bounded by Wigginton Township and lands hereby allotted unto the said
- end sheet I
- J1 *John Francis Allen* as Vicar of Overton on or towards the East lands allotted to Thomas Place as Rector and the lands allotted to the said Vicar on the North by lands allotted to Edward Place and Ancient Enclosures late of Mary Place in her own right and by exchange from Joshua Hepworth on or towards the West and by Rawcliffe Common on or towards the South
- J3 And I do also order and direct that the said Edward Place and the proprietors and occupiers for the time being the said allotment one hundred and thirty acres and twenty four perches shall make and for ever maintain a good and sufficient fence and ditch at the East side thereof against the said Vicar of Overton allotment and on the South side thereof against Rawcliffe Common.
- J5 And I do allot award and assign unto John Kilby of the City of York Esquire his heirs and assigns for ever in severalty 23 acres 35 perches of land lying in the North Field in the township of Skelton aforesaid bounded by Ancient Enclosures of the said John Kilby had in exchange from the said Edward Place and Joshua Hepworth on or towards the East by lands hereby allotted to the said Thomas Place and the said North Field Road on or towards the North by land s hereby awarded to John Kilby in the Parish of Overton on or towards the West and by lands allotted to and an Ancient Enclosure of Roger Barker and John Barker and an Ancient Enclosure of the said John Kilby had in exchange from Edward Place on or towards the South

- J7 And I do order and direct that the said John Kilby and the proprietors and occupiers for the time being of the said allotment of twenty three acres and thirty five perches shall make and for ever repair and maintain a good and sufficient fences and ditches on the North side of this allotment and so much of the South side thereof as adjoins the allotment of Roger Barker and John Barker.
- J10 And I do also allot assign and award unto the said John Kilby his heirs and assigns in severalty 3 roods and 27 perches of land lying in the North Fielding in the parish of overton aforesaid bounded by lands hereby allotted to the said John Kilby on or towards the East the said North Field Road on or towards the North and by lands hereby allotted unto the said John Kilby in exchange from Roger Barker and John Barker on or towards the West and by an Ancient Enclosure of the said Roger Barker and John Barker on or towards the South
- J13 And I do order and direct that the said John Kilby and the proprietors and occupiers for the time being of the said allotment of three roods and twenty seven perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the North side of the same allotment.
- J15 I do also allot assign and award unto the said John Kilby his heirs and assigns in severalty 40 acres 3 roods and 10 perches of land lying in the North Field in the Parish of Overton aforesaid bounded by lands allotted to the said Thomas Place and an Ancient Enclosure of the said Roger Barker and John Barker on or towards the east by and Ancient Enclosure of the said Joshua Hepworth on or towards the North by Ancient Enclosures of the said John Kilby on or towards the West and by the said lands allotted to the said Thomas Place and the said North Field Road on or towards the South
- J17 And I do order and direct that the said John Kilby and the proprietors and occupiers for the time being of the said allotment of forty acres three roods and ten perches shall make and for ever repair and to maintain a good and sufficient fence and ditch on the South side thereof against the said North Field Road
- J20 And I do also allot assign and award unto the said John Kilby his heirs and assigns in severalty 1 rood and 13 perches of land lying in the said Common of Overton aforesaid bounded by the York Turnpike Road on or towards the East by and Ancient Enclosure of the said John Kilby in his own right and by exchange from Joshua Hepworth on or towards the West and the same Ancient Enclosure by exchange and the township of Rawcliffe on or towards the South
- J21 And I do order and direct that the said John Kilby and the proprietors and occupiers for the time being of the said allotment of one rood and thirteen perches shall make and for ever maintain sufficient fences and ditches on East and South sides thereof
- J23 And I do also allot assign and award unto the said John Kilby his heirs and assigns in severalty 20 perches of land Parcel of the said North Field Lane bounded by Ancient Enclosure of the said John Kilby in his own right and by Ancient Enclosures severally had in exchange from the said Roger Barker and John Barker and from Edward Place on or towards the East by other part of the said North Field Lane on or towards the West and North
- J24 And I do order and direct that the said John Kilby and the proprietors and occupiers for the time being of the said allotment of twenty perches shall make and for ever maintain sufficient fences and ditches on the West side and North end of the same allotment

J25 I do allot assign and award unto Elizabeth Hutchinson spinster, Anne Cock, the wife of George Cock of Easingwold, surgeon, Mary Hutchinson spinster, Alice Hutchinson spinster and Fanny Hutchinson spinster, the five daughters and coheirresses of John Hutchinson late of Shipton in the said countyEsquire (who died since the said recited Act of the forty sixth year of his present majesty was prepared and passed) their heirs and assigns in severalty as Tenants in Common 11 acres, 2 roods and 10 perches of land lying in the Park Field in the Parish of Skelton aforesaid bounded by the public highway called the York Turnpike Road on or towards the East by the Townships of Overton and Shipton on or towards the North by lands hereby awarded to the said Joshua Hepworth for Tythes and by him exchanged with the said coheirresses of the said John Hutchinson on or towards the West and by Park Field Road on or towards the South.

And I do order and direct that the said coheirresses of the said John Hutchinson and the
end sheet J

K1 *Proprietors and occupiers* for the time being of the said allotment of 11 acres two roods and 10 perches shall make and for ever repair and maintain good and sufficient fences and ditches on the east and south sides of the same allotment.

K5 I do also allot assigned award unto the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheirresses of the said John Hutchinson as aforesaid their heirs and assigns in severalty as tenants in Common 39 acres 2 roods and 16 perches of land lying in the Park Field in Skelton aforesaid bounded by the said York Turnpike Road on or towards the East by the said Park Field Road and lands hereby awarded to and an Ancient Enclosure by the said Joshua Hepworth given in exchange to the said coheirresses of the said John Hutchinson on the North by the Township of Overton on or towards the West and by lands hereby awarded to the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson on or towards the South

K7 And I do order and direct that the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheirresses as aforesaid s and the proprietors and occupiers for the time being of the said allotment of thirty nine acres two roods and sixteen perches hall shall make and for ever repair and maintain good and sufficient fences and ditches on East side of the same allotment and on the North side thereof against the said Park Field Road and the said Allotment had in exchange from the said Joshua Hepworth.

K10 I do also allot assign and award unto the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheirresses as aforesaid their heirs and assigns in severalty as tenants in common 37 acres 3 roods and 34 perches of land lying in the Parish of Overton aforesaid bounded by the said YorkTurnpike Road towards the East lands hereby allotted to the said coheirresses of the said John Hutchinson in the Parish of Skelton aforesaid on or towards the North the Township of Overton on or towards the West and by several Ancient Enclosures of the said Joshua Hepworth had in exchange from Edward Place on or towards the South

And I do order and direct that the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheirresses as aforesaid and the proprietors and occupiers for the time being of the said allotment of 37 acres 3 roods and 34 perches shall make and for ever repair and maintain a sufficient fence and ditch on the east side thereof

K15 I do also allot assign and award unto the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheirresses as aforesaid their heirs and assigns in severalty as tenants in common 33 acres and 30 perches of land lying in the said Common in the Parish of Skelton aforesaid bounded by the Township of Wigginton and lands in the Parish of Overton hereby allotted to the said coheirresses on the East the same Allotment and the said Common Highway called Wigginton Road on or towards the North and lands hereby allotted to the said Thomas Place on or towards the West and South

- K17 And I do order and direct that the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheiresses as aforesaid and the proprietors and occupiers for the time being of the said allotment of 33 acres and thirty perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the North side against the Wigginton Road and on the West and South sides thereof against Thomas Place.
- K20 I do allot assign and award unto the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson as coheiresses as aforesaid their heirs and assigns as tenants in common five acres three roods and ten perches of land lying in the said common in the parish of Overton aforesaid bounded by the said Township of Wigginton on or towards the East lands hereby allotted unto the said Joshua Hepworth and the said Wigginton Road on or towards the North lands hereby allotted to the said coheiresses of the said John Hutchinson in the Parish of Skelton aforesaid on or towards the West and South
- K23 And I do order and direct that the said Elizabeth Hutchinson Mary Cock Alice Hutchinson and FannyHutchinson coheiresses as aforesaid and the proprietors and occupiers for the time being of the said allotment of five acres three roods and ten perches shall make and for ever maintain a good and sufficient fence and ditch on so much of the north side thereof as adjoins to the said Wigginton Road
- K25 And I do allot assign and award unto the said Roger Barker of Dunnington in the said county and John Barker of Skelton aforesaid Gentlemen their heirs and assigns in severalty as Tenants in Common 4 acres and 1 rood of land lying in the North Field in the parish of skelton aforesaid bounded by an Ancient Enclosure of the said Roger Barker and John Barker on or towards the East by lands hereby allotted to John Kilby on or towards the North by an Ancient Enclosure of the said John Kilby had in exchange from Edward Place and an Ancient Enclosure of the said Roger Barker and John Barker on or towards the West and by an Ancient Enclosure of the said Roger Barker and John Barker had in exchange from Joshua Hepworth on or towards the South.
- K30 And I do allot assign and award unto the said Roger Barker and John Barker their heirs and assigns in severalty as tenants in common 40 acres 2 roods and 21 perches of land lying in the said Common in the Parish of Overton aforesaid bounded by lands hereby allotted unto the said Richard Wardman on or towards the East and by Ancient Enclosures of the said Roger Barker and John Barker on or towards towards the North by the same Ancient Enclosures and lands hereby allotted unto the said Joshua Hepworth on or towards the West and by the same allotment and the Wigginton Road on or towards the the South
- end k
- L1 *And I do order* and direct the said Roger Barker and John Barker and the proprietors and occupiers for the time being of the said allotment of thirty acres two roods and twenty one perches shall make and for ever repair maintain good and sufficient fences and ditches on East and West sides thereof and on so much of the South side adjacent to Wigginton Road
- L5 And I do award and declare that 29 acres 3 roods and 32 perches of the said last mentioned Allotment and lying on the West Side thereof is in lieu bar and full compensation and satisfaction of and for all and all manner of Great or corn Tythes yearly growing rising and renewing or being in upon from or out of certain lands and belonging to the the said Roger Barker and John Barker within the said parish of overton aforesaid
- L10 And I do allot assign and award unto the said Roger Barker and John Barker their heirs and assigns in severalty as tenants in common 1 rood 8 perches of land in the said Common in the said Parish of Overton aforesaid bounded by an Ancient Enclosure of the said Roger Barker and John Barker on or towards the East and North by an Ancient Enclosure late of the said Mary Place on or towards the West and by the Townstreet of Skelton and the said Watering Place herein awarded towards on or towards the South

- L13 And I do order and direct that the said Roger Barker and John Barker and the proprietors and occupiers for the time being of the said allotment of 1 rood and eight perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the South side thereof
- L15 I do allot assign and award unto Richard Wardman of Skelton aforesaid yeoman his heirs and assigns in severalty 4 acres 2 roods 8 perches of land lying in the said common in the Parish of Skelton aforesaid bounded by lands hereby awarded to the said Thomas Place on or towards the East and the said Thomas Place and Wigginton Road South by lands hereby awarded to the said Richard Wardman in the Parish of Overton aforesaid on or towards the North by an Ancient Enclosure of and lands hereby awarded unto the said Roger Barker and John Barker on or towards the west
- L17 And I do order and direct that the said Richard Wardman and the proprietors and occupiers for the time being of the said allotment of 4 acres two roods and eight perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the East side of the said allotment and a good and sufficient fence and ditch against Wigginton Road.
- L20 I do allot assign and award unto the said Richard Wardman and his heirs and assigns in severalty 3 roods and 37 perches of land lying in the said Common in the said Parish of Overton aforesaid bounded by lands hereby awarded unto the said Thomas Place on the East, an Ancient Enclosures of the said Richard Wardman in the parish of skelton on or towards the North, an Ancient Enclosure of the said Roger Barker and John Barker on to towards the west and lands hereby awarded unto the said Richard Wardman in the Parish of Skelton on or towards the South .
- L23 And I do order and direct that the said Richard Wardman and the proprietors and occupiers for the time being of the said allotment of three roods and thirty seven perches shall make and for ever repair and maintain a good and sufficient fence and ditch on the East side of the said allotment
- L25 And I do also allot assign and award unto the said Richard Wardman his heirs and assigns in severalty 1 rood 35 perches of land lying in the said Common in the said Parish of Overton aforesaid bounded by the said common highway called Wigginton Road on or towards the the East, by Ancient Enclosures of the said Richard Wardman on or towards the north and West and by lands hereby awarded to Thomas Place on or towards the South
- L26 And I do order and direct that the said Richard warden and the proprietors and occupiers for the time being pf the said allotment of one rood and thirty five perches shall make and for ever repair and maintain goof and sufficient fences and ditches on the East and South sides of the same allotment
- L27 And I do hereby declare that the three last mentioned allotments or parcels of ground hereby awarded to the said Richard Wardman are hereby so awarded to him in lieu bar full satisfaction and compensation for all his the said Richard Wardman's right title claim and interest of in to or out of the said several of open fields, Common and waste ground within the said Parishes of Skelton and Overton or either of them directed in and by the said recited act to be divided up and inclosed and also in lieu compensation and satisfaction for a certain Ancient Enclosure containing 28 perches given by him in exchange to the Joshua Hepworth called The Garth.

- L30 And I the said William Dawson in further pursuance of the said two several recited Act or the one of them and the several powers and authorities thereby or otherwise vested in or enabling me in that behalf for the more convenient situation and disposition of the several farms, lands and estates within the said Township of Skelton and the Parishes of Skelton and Overton and with the consent of the Patron, Rector and Ordinary of the said Rectory of Skelton aforesaid and of the several and respective owners and proprietors interested in the several parcels of land herein by me awarded in exchange, by virtue of the said recited Act or the one of them which said several consents and approbations have been testified to me by writing under the respective hands of the said Patron Rector and ordinary and the several proprietors of lands and tenements requesting such exchanges to be made aforesaid according to the direction true intent and meaning of the same acts or the one of them. therefore I the said Commissioner in pursuance thereof and every right power and authority enabling me in that behalf do allot and award to the said to Thomas Place as Rector aforesaid and his successors rectors for the time being of Skelton Aforesaid in severalty all those two several
end L
- M1 *Ancient Enclosures* called Fowlers Garth and Johnson's Garth, now in one Garth containing on the whole 1 rood and 19 perches of land number 20 on the said Plan given in exchange by the said Joshua Hepworth and herein awarded to the said Thomas Place as rector aforesaid bounded by an Ancient Enclosure of the said Thomas Place on or towards the East by the Townstreet of Skelton on or towards the North by an ancient Enclosure late of the said Mary Place on or towards the West and by an **Ancient Lane** of the said Thomas Place on or towards the South.
- M5 And I do allot assign and award unto the said Thomas Place as Rector as aforesaid and his successors rectors for the time being of Skelton aforesaid in severalty all that Croft or parcel of ground containing 35 perches of land and number 22 on the said Plan had in exchange from the said Edward Place bounded by an Ancient Enclosure of the said Thomas Place on or towards the East, **by the said Ancient Lane of the said Thomas Place on or towards the North**, by lands hereby awarded unto the said Edward Place on or towards the West and by lands hereby awarded unto the said Thomas Place on or towards the South.
- M10 And I do also allot assign and award unto the said Thomas Place as Rector as aforesaid and his successors rectors for the time being of Skelton aforesaid in severalty all those 2 acres, 2 roods and 6 perches of land lying in the North Field of Skelton aforesaid bounded by lands hereby awarded to the said Thomas Place for and in lieu of the Tythes of Old Enclosures in Skelton aforesaid on or towards the East, by lands hereby awarded to the said Thomas Place for and in lieu of the tythes of the Open Fields of Skelton aforesaid on or towards the North and South and by the lands hereby awarded unto the said John Kilby on or towards the West which said several last mentioned allotments or parcels of land hereby awarded to the said Thomas Place called Fowlers Garth and Johnsons Garth received in exchange from the said Joshua Hepworth and also the said croft received in exchange from the said Edward Place and also the said allotment of two acres and two roods and six perches of land lying in the said north field are in lieu of and in exchange for certain Glebe Lands called Parsons Paddock containing 3 acres and 1 rood which by and with consent of his Grace the Archbishop of York as Ordinary and the said Joshua Hepworth as Patron was given in exchange by the said Thomas Place and hereby awarded unto the said John Kilby.
- M15 And I do allot assign and award unto the said Joshua Hepworth his heirs and assigns in severalty all that Garth or parcel of ground containing 1 rood 3 perches of land number 1 on the said Plan bounded by the Townstreet of Skelton aforesaid on or towards the East by the Highway leading into Skelton on or towards the North by the Back Lane on or towards the West and by an Ancient Enclosure of Joshua Hepworth on or towards the South.

- M20 I do also allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all that Garth or parcel of ground containing 28 perches number 26 on the said plan bounded by two several Ancient Enclosures of Joshua Hepworth on or towards the East and West the Townstreet of Skelton aforesaid on or towards the North and lands hereby awarded to the said Joshua Hepworth on or towards the South.
- M25 I do also allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all those several allotments pieces or parcels of ground containing together 54 acres 3 roods 17 perches of land number .77, 78, 79, 80, 82, 82a 83, and 84 called Great Well Field, two Wendale Closes, Low Wendales, High Wendales, two new Closes and two Park Fields lying in the said several Parishes of Skelton and Overton aforesaid bounded by the said York Turnpike Road and an Ancient Enclosure which the said Joshua Hepworth had in exchange from the co-heiresses of John Hutchinson on or towards the East by lands allotted to the co-heiresses of the said John Hutchinson on or towards the North by the Township of Overton aforesaid on or towards the West and by an Ancient Enclosure of the late John Hutchinson and the said Ancient Enclosure of the said Joshua Hepworth had in exchange from the said co-heiresses on or towards the South.
- M30 And I do also allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all that Croft or parcel of ground lying in the said Parish of Overton aforesaid containing 1 acre 2 roods and 3 perches called Smithy Croft no.38 on the said Plan bounded by the Back Lane on or towards the East by an Ancient Enclosure of the said Joshua Hepworth by exchange from the co-heiresses of the said John Hutchinson on or towards the North by the York Turnpike Road on or towards the West and by the Ancient Housestead of the said Joshua Hepworth and the said Back Lane on or towards the South.
- M35 And I do also allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all that Ancient Enclosure or parcel of ground in the said Parish of Overton aforesaid containing 1 acre 16 perches of land called Sold Lands Croft no.43 on the said Plan bounded by Ancient Enclosures late of the said Mary Place on or towards the East by the said Wigginton High Road on or towards the North by an Ancient Enclosure of the said Joshua Hepworth on or towards the the West and by Brecks Field Road on or towards the South and also all those several enclosures pieces or parcels of ground lying in the several Parishes of Skelton
- end M
- N1 *Overton aforesaid* containing together 27 acres 2 roods 18 perches called North Hurns, no.96 and no.98 on the Plan bounded by Ancient Enclosures late of Mary Place on the East and an Ancient Enclosure on Joshua Hepworth on the North the Township of Shipton on the West and by an Ancient Enclosure of Joshua Hepworth in his own right and by exchange with John Kilby towards the South.
- N5 And I do allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all that old Enclosure or parcel of ground in the Parishes of Overton aforesaid called **Padmire Close** containing 3 acres 1 rood and 13 perches of land bounded by lands hereby allotted to the said Joshua Hepworth on or towards the East by the Ancient Enclosure of Roger Barker and John Barker on or towards the North and West and by an Ancient Enclosure of Joshua Hepworth on or towards the South
- N10 And I do also allot award and assign unto the said to Joshua Hepworth his heirs and assigns in severalty all those several enclosures allotments parcels of ground lying in the several Parishes of Skelton and Overton aforesaid containing together 31 acres 2 roods 12 perches of land called Oak Plantation, Near Hurns, Ash Plantation, Great Hurns and Little Hurns, 92, 93,94, 95 and 103 on the said Plan bounded byAncient Enclosures of the said Joshua Hepworth on or towards the East by Ancient Enclosures of Joshua Hepworth had in exchange from Edward Place and the said Township of Shipton on or towards the North by the Township of Shipton on or towards the West and by Ancient Enclosures of Joshua Hepworth, John Kilby **and the road to Hall Moor on or towards the South.**

N15 And I do also allot award and assign unto the said Joshua Hepworth his heirs and assigns in severalty all that Enclosure or parcel of ground lying in the several Parishes of Skelton and Overton aforesaid containing 2 acres 2 rood and 28 perches of land called Dod Croft, no. 37 on the said Plan bounded by the Back Lane aforesaid of Skelton on or towards the the East by the said High Road leading to Skelton on or towards the North by the said Turnpike Road on or towards the West and by an Ancient Enclosure of the said Joshua Hepworth had in exchange from Edward Place on or towards the South

And also all that Enclosure or parcel of ground being parcel of and lying in Middle Well Field in the said several parishes of Skelton and Overton aforesaid containing 2 acres and 3 roods of land parcel of number 76 on the said Plan bounded by the York Turnpike Road on or towards the East, by an Ancient Enclosure of the said Joshua Hepworth had in exchange with Edward Place on or towards the North and West and by other parts of the said Middle Well Field late of John Hutchinson on or towards the South

N17 And I do hereby order and direct that the said Joshua Hepworth or the owner or proprietors for the time being of the said allotment of two acres and three roods shall make and for ever repair and maintain a good and sufficient fence and ditch on East and South sides of the same Ancient Enclosure all which several last-mentioned parcels of land and ground hereby awarded to Joshua Hepworth together with the said several Ancient Enclosures herein also last awarded to him are in full lieu bar and compensation and satisfaction of and for all right title claim and interest of the said Joshua Hepworth into upon or out of the several Open Fields Commons and Waste grounds within the said several parishes of Skelton and Overton directed by the said recited act of the forty first year of his present Majesty to be divided and inclosed and also for and in lieu of and as an equivalent for the several ancient inclosed lands given to him in exchange and known by the several names and containing the several quantities hereinafter specified i.e. **Burr Tree Dam** 3 acres and 23 perches, **Stone Horse Park and Moor Flats** together 16 acres and 30 perches, 5 **Brecks Closes** together 29 acres 36 perches and hereby awarded in exchange to Edward Place and also for and in lieu of an equivalent part of **Parson's Paddock** 1 acre 1 rood and 8 perches, the **Low Close** 1 acre, 1 rood 30 perches and The Plantation containing 9 perches awarded to John Kilby and also in lieu of an equivalent for **Fowler Croft** 1 acre 2 roods and 30 perches awarded to Roger Barker and John Barker and also in lieu of and as an equivalent for **Fowler Garth and Johnson's Garth** 1 rood and 19 perches hereby awarded to the said Thomas Place and also in lieu of land as an equivalent for Park Field Close, 3 acres 2 roods and 24 perches and one Allotment in Park Field in the whole 4 acres 1 rood and 11 perches but hereby awarded in three several allotments to Joshua Hepworth and are hereby allotted and awarded in exchange to the co-heiressess of John Hutchinson deceased.

N20 I do also allot assigned award unto the said Elizabeth Hutchinson Ann Mary Cock Alice Hutchinson and Fanny Hutchinson as coheirresses of the said John Hutchinson as aforesaid their heirs and assigns in severalty as tenants in Common in severalty all those three several allotments or parcels of ground lying in the Park Field in the parish of Overton aforesaid containing together 4 acres, 1 rood and 11 perches of land which were hereby allotted and awarded to the said Joshua Hepworth in three divisions one of the said allotments being in lieu bar and full compensation and satisfaction for Tythes of certain Field land belonging to John Kilby containing 3 roods and 11 perches of land another of the same allotment lying in the Parish of Skelton and containing 2 acres 2 roods and 16 perches of land and the remainder of the three allotments lying in the Parish of Overton

end N

O1 *Aforesaid and* containing 3 roods and 24 perches bounded by land allotted to the co-heiressess on the East, the Township of Overton towards the North, an Ancient Enclosure late of John Hutchinson also had in exchange from Joshua Hepworth on the West and by lands hereby awarded to the co-heiressess of the said John Hutchinson on or towards the South

- O3 And I do order and direct that the said coheiresses and the proprietors and occupiers for the time being of the said three last mentioned several allotments shall make and for ever repair and maintain a good and sufficient fence and ditch on the East side of the Allotments respectively
- O5 And I do also allot award and assign unto the said Elizabeth Hutchinson Ann Mary Cock Alice Hutchinson and Fanny Hutchinson as co-heiresses as aforesaid their heirs and assigns in severalty as tenants in common all that Close or parcel of ground lying in the parishes of Skelton and Overton aforesaid containing 3 acres 2 roods and 24 perches of land called Park Field Close lately exchanged with the said Joshua Hepworth bounded by lands hereby awarded to the said coheiresses of the said John Hutchinson by exchange on or towards the East by the Township of Overton on or towards the North and West by lands hereby awarded to the said coheiresses on or towards the South all which said several Closes, Allotments and Parcels of Land hereby awarded to the co-heiresses of the said John Hutchinson together with the said allotments in Park Field and Park Field Close received by them in exchange from the said Joshua Hepworth are in lieu bar full compensation and satisfaction of and for all their estate, right, claim and interest of, into or out of the said Open Fields Commons and Waste Ground within the said several parishes of Skelton and Overton in and by the same recited act directed to be divided and inclosed and also in lieu bar and full compensation and satisfaction of and for all those two several Ancient Enclosures called Dod Croft containing 2 acres 2 roods and 28 perches and that part of Middle Well Field containing 2 acres and 3 roods given by them the co-heiresses in exchange to the said Joshua Hepworth and hereby allotted and awarded to the said Joshua Hepworth
- O10 And I do allot award and assign unto the said John Kilby his heirs and assigns in severalty all that Homestead and Garth lying in the Parish Of Overton aforesaid containing 5 acres, 2 roods of land had in exchange by him from Roger Barker and John Barker number 32 on the said Plan bounded by an Allotment awarded to the said John Kilby and an Ancient Enclosure of the said Roger Barker and John Barker on or towards the East, by the North Field Road on or towards the North, by the North Field Lane and an Ancient Enclosure of the said John Kilby in his own right and by exchange on or towards the West and by Ancient Enclosures of the said John Kilby on or towards the South.
- O15 And I do also allot award and assign unto the said John Kilby his heirs and assigns for ever in severalty all that Homestead and Garth lying in the Parish of Overton aforesaid containing 22 perches of land had in exchange by him from Edward Place no.30 on the said Plan bounded by an Ancient Enclosure of the said John Kilby had in exchange from the said Roger Barker and John Barker on or towards the East, by Ancient Enclosures of the said John Kilby on the North and South and by Townstreet of Skelton on or towards the West.
- O20 I do also allot award and assign unto the said John Kilby his heirs and assigns for ever in severalty all that Croft or parcel of ground called Simpson's Croft lying in the Parish of Overton aforesaid containing 1 acre 1 rood and 16 perches of land had in exchange by him from Edward Place no.114 on the said Plan bounded by lands hereby awarded to Roger Barker and John Barker on or towards the East, by lands hereby awarded to the said John Kilby on or towards the North and West and by an Ancient Enclosures of the said Roger Barker and John Barker on or towards the South..
- O25 And I do also allot award and assign unto the said John Kilby his heirs and assigns for ever in severalty all those two Closes or parcels of land called **Low Closes** lying in the several Parishes of Skelton and Overton aforesaid containing together 6 acres and 2 roods of land had in exchange by him from Edward Place no.110 and 111 on the said plan bounded by Ancient Enclosures of Roger Barker and John Barker on or towards the East, by lands hereby awarded to said Thomas Place on or towards the North, by lands hereby allotted to unto the said John Kilby on or towards the West and by an Ancient Enclosure of the said John Kilby had in exchange from Joshua Hepworth on or towards the South.

- O30 I do also allot award and assign unto the said John Kilby his heirs and assigns in severalty all that other Close or parcel of ground called Low Close lying in several the Parishes of Skelton and Overton aforesaid containing 1 acre 1 rood and 30 perches of land had in exchange by him from Joshua Hepworth no.112 on the said Plan bounded by an Ancient Enclosure of Roger Barker and John Barker on or towards the East, by an Ancient Enclosure of the said John Kilby by exchange from Edward Place on or towards the North. by lands hereby awarded unto the said John Kilby on or towards the West and by an Ancient Enclosure of and lands hereby awarded unto the said Roger Barker and John Barker on or towards the South
- O35 And I do also allot award and assign unto the said John Kilby his heirs and assigns in severalty all that piece of ground lying next to and lately part of the Plantation in the Parish of Overton aforesaid containing 9 perches of land had in exchange by him from Joshua Hepworth number.69 on the said Plan bounded by lands hereby awarded to the said John Kilby on or towards the East and North by an Ancient Enclosure of the said John Kilby on or towards the West and by the township of Rawcliffe on or towards the South
- O40 And I do also allot award and assign unto the said John Kilby his heirs and assigns in severalty all that piece or Parcel of Ground lying in and part of Parson's Paddock in the several Parishes of Skelton and Overton aforesaid containing 1 acre 1 rood and 8 perches of land had in exchange by him from Joshua Hepworth number 74 on the said Plan bounded by an Ancient Enclosure of John Kilby on or towards the East, by an Ancient Enclosure of the coheireses of the said John Hutchinson on or towards the North, by the Township of Overton aforesaid on or towards the West and by an Ancient Enclosure of the said John Kilby.
end O
- P1 *On or towards* the South and I do also allot and award and assign unto the said John Kilby his heirs and assigns in severalty all that piece or parcel of Ground lying in and other part of Parsons Paddock in the Parish of Skelton aforesaid containing 3 acres 1 rood had in exchange by him from Thomas Place number 74 on the said Plan bounded by an Ancient Enclosure of of the said John Kilby on or towards the East, by an Ancient Enclosure of the co-heiresses of the said John Hutchinson on or towards the North by the Township of Overton on or towards the West and by an Ancient Enclosure of the said John Kilby on or towards the South all which said several Homesteads, Ancient Enclosures, Allotments pieces or parcels of ground hereby awarded to the said John Kilby his heirs and assigns are so awarded to him in lieu bar compensation and satisfaction of and for as an equivalent of all his the said John Kilbys right title estate and interest of in to and out of the said Open Fields Commons and Waste Grounds within the several Parishes of Skelton and Overton aforesaid in and by the said recited act directed to be divided and enclosed and also in lieu bar compensation and satisfaction of and as an equivalent for all those his several Ancient Enclosed lands given by him in exchange and hereby awarded to Joshua Hepworth and known by the several names and descriptions and containing the several quantities following that is to say Oak Plantation 1acre 1 rood 8 perches, Near Hurns 2 acres 3 roods, Ash Plantation 5 acres 37 perches, Great Hurns 16 acres 3 roods and 27 perches, Near Hurns 5 acres 1 rood 20 perches containing altogether 31 acres 2 roods 12 perches and also in lieu bar compensation and satisfaction of and as an equivalent for the Great or corn Tythes of certain Field Land of the said John Kilby lying in the Parish of Overton aforesaid belonging to the said Joshua Hepworth for which a compensation or equivalent in land is hereby awarded and given
- P5 And I do allot award and assign unto the said Edward Place his heirs and assigns for ever in severalty all that Ancient Enclosure or parcel of ground lying in the several parishes of Skelton and Overton aforesaid called Burtree Dam contains 3 acres 23 perches of land had in exchange by him from Joshua Hepworth number 62 on the said Plan bounded by Ancient Enclosure late of the said Mary Place on or towards the East and North and West and by the Township of Rawcliffe on or towards the South

P10 I do also allot award and assign unto the said Edward Place his heirs and assigns for ever in severalty all those two several closes inclosure or parcels of ground lying in the several Parishes of Skelton and Overton aforesaid called the Stoned Horse Park and Moor Flats containing together 16 acres and 30 perches of land had by him exchange from Joshua Hepworth number 66 and 67 on the said plan bounded by an Ancient Enclosure late of the said Mary Place on or towards the East and West by lands hereby awarded to the said Edward Place on or towards the North and by an Ancient Enclosure late of the said Mary Place and by the Township of Rawcliffe on or towards the South.

P15 And I do also allot award and assign unto the said Edward Place his heirs and assigns in severalty all these five several Closes inclosure or parcels of ground called Brecks Closes lying in the several Parishes of Skelton and Overton aforesaid containing altogether 29 acres and 36 perches of land had in exchange by him from the said Joshua Hepworth numbers 48, 49, 50, 51 and 52 on the said Plan bounded by lands hereby awarded to the said Edward Place on or towards the East and North by an Ancient Enclosure late of the said Mary Place and lands hereby awarded to the said Edward Place on or towards the West and by an Ancient Enclosure late of Mary Place and lands awarded to Edward Place on the South all which said several Ancient Enclosures pieces or parcels of ground hereby awarded to Edward Place his heirs and assigns are hereby so awarded to him in lieu bar compensation and satisfaction of and as an equivalent for his the said Edward Places right, title estate and interest of in to or out of Open Fields Commons and Waste Grounds within the several parishes of Skelton and Overton aforesaid on and by the said recited act directed to be divided and enclosed and also in lieu bar compensation and satisfaction of an as an equivalent for all those several Ancient Enclosures and lands given by him in exchange and known by the several names and contains the several quantities following that is to say Great Well Field ,17 acres 26 perches, two Wandale Closes together 9 acres 2 roods and 12 perches, High and Low Wendales together 10 acres 27 perches , two New Closes together 11 acres 2 roods and 5 perches, 2 Park Field Closes together 6 acres, Smithy Croft 1 acre 2 roods and 3 perches, **Sold Land Close** 1 acre 16 perches, Padmire Close 3 acres 1 rood 13 perches, two North Hurns together 27 acres 2 roods 18 perches hereby awarded in exchange to Joshua Hepworth and also in lieu bar compensation and satisfaction of and as an equivalent for a Homestead and Garden 22 perches, two Low Closes together 6 acres and 2 roods and Simpson's Croft 1 acre 1 rood and 16 perches hereby awarded to John Kilby and also in lieu bar compensation an as an equivalent a Croft containing 35 perches given in exchange to the said Thomas Place and also in lieu bar compensation and satisfaction of and as an equivalent for all right of Common and Stray claimed in and upon and over the estate of John Prince in the several Parishes of Skelton and Overton aforesaid and also in lieu bar compensation and satisfaction of an equivalent for 3 loads of turves in kind payable from and out of the said **Edward Place's farm called Hall Moor** in the township of Skelton aforesaid and for which the Reverend John Francis Allen has vicar of Overton aforesaid hath had an equivalent and compensation in land hereby awarded to him.

P20 And I do allot award and assign unto

end P

- Q1 *The said Roger Barker and John Barker* their heirs and assigns for ever in severalty all that Close or Ancient Enclosure or parcel of ground lying in the Parish of Overton called Fowler Croft containing 1 acre 2 roods and 30 perches of land had in exchange by them from Joshua Hepworth no. **113** on the said Plan bounded by the Ancient Enclosures of the said Roger Barker and John Barker on or towards the East West and South and by lands hereby awarded to the said John Barker on or towards the North All which several Parcels of land hereby awarded to the said Roger Barker and John Barker together with the said enclosures called Fowler Croft by them received in exchange from Joshua Hepworth aforesaid are in lieu bar compensation of and as and an equivalent for all their estate, right, title claim and interest of in to or out of the said Open Fields common and waste grounds within the said several parishes of Skelton and Overton in and by the said recited act directed to be divided and enclosed and also in lieu bar and full satisfaction and compensation as an equivalent or a certain Garth or parcel of old enclosed ground lying in the Parish of Skelton aforesaid given by them in exchange and hereby awarded to the said Joshua Hepworth his heirs and assigns and also in lieu bar full satisfaction and compensation and as an equivalent for a Homestead and Garth or parcel of Old Enclosed Ground lying in Overton aforesaid containing 5 acres 2 roods, number **52** on the Plan given by them in exchange and hereby awarded to John Kilby.
- Q5 And the said Commissioner in further execution of the powers in me vested by the said several recited acts or the one of them do award order and directs that no sheep or lambs shall be depastured or kept in any of the said new Allotments hereby awarded and directed to be made during space of seven years from the day of the date of my award unless the the person or persons or respectively depasturing or keeping such sheep or lambs do at his or their own expense effectually guard and fence off the young quickset hedge in his or their or any other persons allotment adjoining to such enclosure or enclosures respectively where and in which such sheep and lambs shall be depastured and kept as aforesaid so as to prevent any damage or injury being done to the fences or quickstep by any such sheep or lambs
- Q10 *And I do* also award and direct that the person or persons respectively depasturing or keeping such sheep or lambs and neglecting or refusing to guard and fence off the young quicks as aforesaid shall forfeit and pay any sum not exceeding ten pounds for every such offence which such penalty shall be paid to the Surveyors of the Highways of Skelton and shall be applied in the amendment of such Highways and that from and after the Allotment and Division or upon the Execution of the my Award all Right of Common Average and Turbary within the Township of Skelton are forever extinguished
- Q15 And I award and direct that all the ditches hereby awarded and directed to be made as fences to divide the several allotments and enclosures shall be made and forever hereafter maintained and kept by the several owners and occupiers thereof at least four feet wide at the top and of sufficient depth to carry off all the water which may from time to time be or flow therein and which ought to be carried off by the same and all the proprietors or occupiers shall be at liberty to let such water into his or her neighbours ditches for the better conveying of the same when necessary.
- Q17 And I do also award that where any owner or occupier shall dig, cut any ditch or ditches over his her or their lands at the ends of such ditch or ditches shall happen to fall against the side or at the corner of any other persons ditch then every such person so digging or cutting shall and may make set up and maintain posts on such other person's bank and rails across such other person's ditch at the end of every such ditch to prevent cattle from straying out of one Allotment or parcel of ground into another.
- Q19 And I do also award order and direct that all gates posts and rails at the different extremities ends and avenues of the said Township of Skelton aforesaid which now are or shall or may be necessary to be erected fixed and maintained across any of the Public or Private Highways hereby awarded and directed to be laned off and fenced shall be made placed and erected and forever hereafter maintained and kept in repair at the common charge and expense of the several proprietors of lands and tenements within the same Town ship for the time being.

- Q20 And I do hereby award order and direct that where any footroads or paths are hereby directed to be set out and awarded convenient and sufficient stiles shall be made and fixed in and over the several and respective fences and that Sufficient bridges shall be made over and across the the several ditches and water courses in such Footroads or paths and shall forever hereafter be repaired and maintained by the respective owners or occupiers of the lands to which such fences and ditches respectively belong.
- Q25 I do hereby award that the several Ancient Enclosures here by awarded in exchange shall from henceforth by the several proprietors and occupiers in the same manner as they have thereto fore been used and accustomed to be fenced by the former proprietors and occupiers thereof respectively
- Q30 And I do hereby award that it may be lawful for the several proprietors and occupiers their respective agents and workmen at any seasonable times within the space of seven years next after the Fencing of the Allotments to set up and erect posts and rails or other dead fences on the outside of the fences bounding their respective Allotments not exceeding 3 feet from the ditches for the preservation of the quickset hedges and at a seasonable time before the expiration of the said term to take and carry away the materials of such outside fences when they shall think proper.
- Q35 And I do also award that the several proprietors and occupiers shall maintain good and sufficient bridges leading out of the Highways and Private Roads over the ditches at the gates leading into the same lands and tenements or
- Q37 a I do also order award and direct that the several lands tenements and heridments hereby awarded to the several proprietors thereof are so awarded to them respectively in lieu ... and full satisfaction of and for their several and respective former rights estates andante interests of in to or out of the said several open fields commons and waste grounds in and by the said recited act directed to be divided and inclosed as aforesaid. In Witness whereof I the said William Dawson have to this my award set my hand and seal the eleventh day of December in the year of Our Lord One Thousand Eight Hundred and Seven.
end Q

Not on Borthwick copy

Signed by William Dawson in the presence of J. Whiteson and William James

Inclosing land in Skelton Precis

IL1	An Act for Inclosing Lands in the Township of Skelton, in the Parishes of Skelton and Overton, in the North Riding of the County of York.
IL2	Whereas there are within the Township of Skelton, in the Parishes of Skelton and Overton, in the North Riding of the County of York, several Open Fields, Common and waste Grounds:
IL3	And whereas Joshua Hepworth Esquire, is Lord of the Manor of Skelton aforesaid, and is also seised of the Perpetual Advowson, Right of patronage and Presentation of, in, and to the Rectory and Parish Church of Skelton aforesaid, and as such is entitled to certain Glebe Lands, and to all Manor of Tythes both Great and Small, growing, renewing, or arising within the Township of Skelton , in the Parish of Overton aforesaid:
IL4	And whereas Joshua Hepworth, Mary Place, and others, are seised of and entitled to certain Great Tythes growing, renewing, within the Township of Skelton , in the Parish of Overton aforesaid:
IL5	And whereas John Francis Allen, Clerk, as Vicar of Overton aforesaid, is entitled to certain Small Tythes arising and renewing, within the said Township of Skelton , in the Parish of Overton aforesaid:
IL6	And whereas Joshua Hepworth, Mary Place, John Kilby, John Hutchinson, and several other persons are the Owners an Proprietors of the said Open Fields, Common and Waste Grounds:
IL7	And whereas an Act was passed in the Forty -first Year of the Reign of His present Majesty King George the Third, intituled," An Act of consolidating in One Act certain Provisions usually inserted in Acts of Inclosure, and for facilitating the Mode of proving the several Facts usually required on the passing of such Acts"
IL8	And whereas the Lands of the several Proprietors in the said Open Fields lie intermixed and dispersed in Small Parcels , and are in general so situate as to render the Cultivation thereof inconvenient and expensive, and the same in their present State, as well as the said Common and Waste Grounds, are capable of little improvement, and it would tend greatly to the Advantage of the several Proprietors thereof, and all Persons interested therein, if the said Open Fields, Common and Waste Grounds were divided and inclosed, and specific Parts thereof allotted to the several Persons interested therein, in proportion to their respective Rights and Interests, and a Satisfaction made for the Tythes arising within the Township of Skelton aforesaid; But such beneficial Purposes cannot be effected without the Aid and Authority of Parliament;
IL9	That it may be Enacted ; And be it Enacted by the KINGS's Most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That William Dawson , of Tadcaster, in the County of York, Gentleman, and his Successors to be appointed in Manner hereinafter mentioned, shall be and he is hereby appointed the Commissioner for dividing allotting, and inclosing the said Open Fields, Common and Waste Grounds, within the Township of Skelton aforesaid, and for carrying the several other Purposes of this Act into execution, subject to the Regulations in the said recited Act, except in such Cases where the same are hereby varied or altered,

IL10	<p>And be it further Enacted , That if the said William Dawson shall before the execution of all the Powers and Authorities hereby vested in him, die, refuse, or become incapacitated to act , then and in every such case Thomas Scott, of Oulston, Gentleman, shall be and he is hereby appointed the Commissioner for dividing , allotting, and inclosing the said Open Fields, Common and Waste Grounds within the Township of Skelton aforesaid, and for carrying the several other Purposes of this Act into execution, subject to the Regulations in the said recited Act, except in such cases where the same are hereby varied and altered; and that if the said Thomas Scott shall before the execution of all the Powers and Authorities hereby vested in him, die refuse, or become incapacitated to act, then and in every such case John Tuke , of the City of York, Gentleman, shall be shall be and he is hereby appointed the Commissioner for dividing allotting, and inclosing the said Open Fields, Common and Waste Grounds, within the Township of Skelton aforesaid, and for carrying the several other Purposes of this Act into execution, subject to the Regulations in the said recited Act, except in such Cases where the same are hereby varied or altered.</p>
IL11	<p>And be it further Enacted, That if the said William Dawson, Thomas Scott, and John Tuke, named in rotation toast as Commissioners as aforesaid, shall all happen to die, or become incapable of acting , or refuse to act as Commissioners in carrying this Act into execution in rotation as before mentioned , or shall for the space of One Calendar Month wilfully neglect to act as such Commissioner, after being requested by a majority in Value of the Owners of Estates in the said Township of Skelton, before this Act is completely executed , then and in such Case it shall and may be lawful for the major Part in Value, such Value to be ascertained by the Land Tax Assessment of the Proprietors or Persons interested in the Lands and Grounds hereby directed to be divided, allotted , and inclosed , or their Known Agents or Attorneys , shall be present at a public Meeting to be held for that Purpose, in pursuance of a notice in writing, signed by Two or more of the Proprietors, and to be affixed on the principal outer Door of the Parish Churches of Skelton and Overton, at least Ten days before such meeting, to appoint a new Commissioner in the room of the said William Dawson, Thomas Scott, and John Tuke, or such of them as shall last die, refuse, neglect, or become incapable to act as aforesaid, and so from time to time as often as Occasion may require: and every Commissioner to be so appointed shall have the same Power and Authority as the Commissioner in whose place he shall be appointed was vested with and subject to by virtue of the Act.</p>
IL12	<p>And be it further Enacted, That the said Commissioner for the Time being, shall be paid a reasonable Sum for every day he shall be employed in, or travel, or be from home, for the purpose of executing the Powers and Authorities by this or the said recited Act, in him reposed, and for his Journeys, Attendance, and Expenses occasioned by the said Division, Allotment, and Inclosure, and the putting this Act in execution ; and that the Surveyor so to be appointed by the said Commissioner first accepting the said appointment, shall be paid such a sum or Sums of Money as the said Commissioner for the time being shall think proper for his Trouble in surveying, planning, and subdividing the said Open Fields, Commons and Waste Grounds, hereby intended to be inclosed, and of surveying and planning the said inclosed Lands.</p>

IL13	<p>And be it further Enacted, That the said Commissioner for the Time being shall and he is hereby required to give notice, to be published in the Parish Churches of Skelton and Overton on a Sunday immediately after Divine Service, and affixed on the principal outer door of the Parish Church respectively, and also to be published once at least in The York Courant or some other Newspaper published in York, of the Time and Place of his first meeting for executing the Powers hereby and by said received Act vested in him, at least Fourteen Days before the said meeting, so as such Place of Meeting do not exceed the Distance of eight Miles from the Town of Skelton aforesaid; and the same Commissioner shall and may adjourn the Meeting from time to time as he shall see Occasion, for the due execution of this or the said recited Act; and the said Commissioner, Surveyor, and all the said Proprietors, their Agents and Solicitors, shall at all Meetings of executing this or the recited Act, pay their own expenses.</p>
IL14	<p>And be it further Enacted, That all other Notices necessary or requisite to be made and given by the said Commissioner for the Time being shall be made and given by Advertisement in the said Newspaper called The York Courant; or in case the same shall not then be published, then in some other Newspaper published and circulated in the City of York.</p>
IL15	<p>And be it further Enacted, that in case any dispute or difference shall arise between any of the Parties interested or claiming to be interested in the said intended division and Inclosure, touching or concerning the respective Shares rights, or interests which they or any of then shall have or claim to have, in or to the said Open Fields, Common and Waste Grounds hereby directed to be divided and enclosed, or touching or concerning the respective Shares or Allotments which they or any of them ought to have of or in the same, it shall be lawful for the same Commissioner and he is hereby authorised and required to examine into, hear, and determine the same: Provided always, that nothing herein contained shall authorise the said Commissioner to determine the Title to any Meffuage, Cottage, Frontsteads, Lands, or Hereditaments whatsoever.</p>
IL16	<p>And be it further Enacted, That in case the said Commissioner shall, upon the Hearing and Determination of any claim or claims, Objection or Objections, to be delivered to him in pursuance of this Act or the said recited Act, see cause to award any costs, it shall be lawful for him and he is hereby empowered, upon application made to him for that purpose, to settle, assess, and award such costs and charges as he shall think reasonable, to be paid to the Party or Parties in whose Favour and determination shall be made, by the Person or persons whose Claim or Claims, Objection or Objections shall be thereby disallowed or over-ruled; and in case the Person or persons who shall be liable to pay such Costs and Charges shall neglect or refuse to pay the same on demand, then and in such case it shall be lawful for the said Commissioner and he is hereby authorised and required, by warrant under his hand directed to any Person whomsoever, to cause the same to be levied by distress and sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) on demand to the Person or Persons whose Goods and Chattels shall have been distrained, after deducting the Expenses attending such Distress and Sale.</p>

IL17	<p>Provided always, and be it further Enacted, That in case any Person or Persons interested or claiming to be interested in the said intended Division and Inclosure shall be dissatisfied with any Determination of the said Commissioner, touching or concerning any Claim or Claims of any Right of Common or interest in, over, or upon the Common and Waste Grounds hereby directed to be divided and inclosed, or any part thereof, it shall be lawful for the Person or Persons so dissatisfied with the Determination of the said Commissioner to proceed to a Trial at Law of the matter so determined by the said Commissioner, at the then next or at the following Assizes to be holden for the said County of York; and for that purpose the Person or Persons so dissatisfied as aforesaid shall cause an action to be brought upon a signed issue against the Person or Persons in whose favour such determination shall have been made, within Three Calendar Months next after the determination shall have been made by the said Commissioner; and the defendant or defendants in such action or actions shall and he, she, or they is and are hereby required to name an Attorney or attorneys, who shall appear thereto, and accept one or more issue or issues, whereby such Claim or Claims and the Right or Rights thereby insisted on may be tried and determined, such issue or issues to be settled by the proper Officer of the Court in which the said Action or actions shall be commenced, in case the parties shall differ about the same; and the verdict or verdicts which shall be given in such actions shall be final, binding and conclusive upon all and every Person or Persons whomever, unless the courts wherein such action or actions shall be brought shall set aside such verdict or verdicts and order a new Trial to be had thereon, which it shall be lawful for the Court to do as is usual in other cases; and after such verdict or verdicts shall be obtained and not set aside by the Court, then the said Commissioner shall and he is hereby required to act in conformity thereto, and to allow or disallow the claim or claims thereby determined according to the event of such trial or trials: Provided always, that the determination of the said Commissioner touching such claim or claims of any Right of Common in, over, or upon the Common and Waste Grounds hereby directed to be divided and inclosed, or any part thereof which shall not be objected to, or being objected to, the Party or Parties objecting not causing such Action at Law to be brought and proceeded in as aforesaid, shall be final and conclusive upon all said parties.</p>
IL18	<p>And be it further Enacted, That if any of the Parties in any Action to be brought in pursuance of this Act shall die pending the same, such action shall not abate by reason thereof, but shall be proceeded therein as if no such event had happened.</p>
IL19	<p>And be it further Enacted, That the said Commissioner for the time being shall and he is hereby required to set out, allot, and appoint such part or parts of the said Open Fields, Common and Waste Grounds hereby directed to be divided and inclosed, not exceeding the whole Four Acres, as he shall think necessary, as and for public Watering Places, Stone Quarries, Gravel and Sand Pits, for the repairs of the Highways and Roads within the said Township; and the same Part or Parts when set out shall for ever thereafter be used by the Surveyors of the Highways within the same Township for the time being, in such manner and under such Rules and Regulations as be equal the said Commissioner shall by his said award direct or appoint.</p>

IL20	<p>And be it further Enacted, That the said Commissioner for the time being shall and he is hereby authorised and required in the next place to set out, allot and award unto and for the said Thomas place, and his successors Rectors of Skelton aforesaid, such Part or Parts of the said Open Fields, or some of them, as shall in the Judgement of the said Commissioner be equal in value to Two-fifteenths of such Parts of the said Open Fields as are within the said Parish of Skelton, such allotment to be made to the said Rector in one or more of the said Open fields; and the said Commissioner shall further allot and award unto the said Rector and his successors so much of the said Common and Waste Grounds as shall in the Judgement of the said Commissioner be equal in value to Two fifteenths of such Parts of the ancient inclosed grounds as are within the said parish of Skelton and One-ninth of such parts of the said Common and Waste Grounds as are within the said Parish of Skelton; providing that in case any of the Owners of ancient inclosed Land shall not be entitled to such a quantity of Common or Waste Ground as shall be sufficient to make satisfaction to the said Rector as aforesaid, then the Commissioner shall set out and award so much of such person's share of the said Open fields, or some or one of them, as shall in the judgement of the said Commissioner be sufficient to make up the said deficiency of Common and Waste Ground; Providing always, that in case of any the owners of ancient inclosed land shall not be entitled to such a quantity in the said open Fields as shall be sufficient compensation to the said Rector as aforesaid, then the said Commissioner shall set out and award so much of the old enclosed Lands belonging to such proprietors as shall in the judgement of the said Commissioner be sufficient to make up the said deficiency of Common and Waste and land in the said Open Fields, which said allotments of one-ninth and two fifteenths respectively shall be and are hereby declared to be a full compensation and satisfaction for all manner of Tythes, both Great and Small, and all other Ecclesiastical dues and payments whatsoever (except Easter Offerings and Surplice fees) arising, growing, renewing, increasing, happening, or payable within the Parish of Skelton aforesaid.</p>
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IL21	<p>And be it further Enacted, That the said Commissioner for the time being shall and he is hereby authorised and required to set out, allot and award unto the said Joshua Hepworth, Mary place, and the other owners and proprietors of Great Tythes arising, growing renewing, increasing, or payable of, from, and out of the Lands, Grounds, and Hereditaments within the Township of Skelton, in the Parish of Overton aforesaid, and to the said John Francis Allen and his successors, Vicars of Overton aforesaid, such part or parts of the said Open Fields lying and being within the Parish of overton and Township of skelton aforesaid, as shall in the judgement of the said Commissioner be equal in value to Two fifteenth Parts of such Parts of the said Open Fields as are within the said Parish of Overton, such Allotment to be made to the said Lay Proprietors of Tythes and the said Vicar respectively, in one or more of the said Open Fields; and the said Commissioner shall further allot and award unto the said Lay Proprietors of Tyyhes and the said Vicar, so much of the said Common and Waste as shall in the Judgement of the said Commissioner be equal in value to Two fifteenth Parts of such Parts of the said ancient enclosed Land as are within the said Parish of Overton, and One-ninth Part of such Parts of the said Common and Waste as are within the the said Parish of Overton; provided, that in case any of the owners of ancient inclosed Lands shall not be entitled to such a quantity of Common and Waste as shall be sufficient to make satisfaction to the said proprietors of Tythes, and the said Vicar respectively, then the said Commissioner shall set out and award so much of the said Open Fields as shall in the Judgement of the said Commissioner be sufficient to make up the said deficiency of Common and Waste: Provided always, that in case any of the owners of ancient inclosed Land shall not be entitled to such a quantity of Common and Waste , nor entitled to such a Quantity of land in the said Open Fields as shall be sufficient compensation to the said Lay proprietors of Tithes and the said Vicar respectively, then the said Commissioner shall set out and award so much of the old inclosed Land belonging to the said Owner, as shall in the Judgement of the said Commissioner be sufficient to make up the said deficiency of Common and Waste, and of Land in the said Open Fields, which Allotment of one- ninth and two fifteenth parts shall be and is hereby declared to be full compensation and satisfaction for all and all manner of tithes, both Great and small, and all other Ecclesiastical Dues and payments whatsoever (except Easter Dues and Surplice fees) arising, growing, renewing, increasing, or payable within, of, from, and out of the Lands, Grounds, and Hereditaments within the Township of Skelton, and in the Parish of Overton, aforesaid, which said last mentioned Allotments of one -ninth and Two fifteenth parts the said Commissioner shall and he is hereby authorised and required to divide, set out and apportion between and amongst the said Joshua Hepworth, Mary Place, and other Owners and proprietors of Great Tythes aforesaid, and their heirs, and the said John Francis Allen and his successors, in manner hereinafter mentioned, that is to say unto the said John Francis Allen and his successors, one seventh part of the said last mentioned allotments of one-ninth and two fifteenth parts, as and for a full Compensation and satisfaction of and for all Small Tythes, Vicarial Dues and payments whatever, except as aforesaid, belonging to the said John Francis Allen, as vicar as aforementioned arising, growing, renewing, increasing, and payable within , or from , or out of the said Lands, Grounds and hereditaments respectively; and unto the said Joshua Hepworth, Mary Place, and the other Owners and proprietors of Great Tythes respectively, all residue of the said last mentioned allotments of One-ninth and two fifteenth parts, according to their respective Rights and interests therein.</p>
IL22	<p>And be it further Enacted, That until the said division and allotment shall be made and the several allotments shall be staked out in pursuance of this or the said recited act, the said Rector and Vicar and their successors, and the said Joshua Hepworth, Mary Place, and the other owners and proprietors of Great Tythes, shall respectively be entitled to and shall receive and enjoy such and the same Tythes as they severally could, might, or ought to have received in case this act had not been passed.</p>

IL23	And be it further Enacted, that the said commissioner for the time being shall and he is hereby required in the next place to set out, allot and award all the residue of the said Open Fields hereby directed to be divided and inclosed, unto and amounts the several persons , Bodies Politic or Corporate, who at the time of making such allotment shall be entitled to any Estate, Property, or interest therein, according to their respective estates and interests therein, in such Quantities, Shares and Proportions as by the said Commissioner shall be adjudged and deemed a compensation and satisfaction for their several and respective Lands, Grounds, and interests of each of the said proprietors.
IL24	And be it further Enacted, That the said Commissioner shall and he is hereby required in the next place to set out, allot, and award unto the said Joshua Hepworth, as Lord of the Manor of Skelton aforesaid, as a compensation for his Rights and interest in and to the Soil of the said Common and Waste Grounds, One twentieth Part of the residue of the said Common and Waste Grounds not hereby or by the said recited act directed to be set out as aforesaid.
IL25	And be it further Enacted, That the said Commissioner for the Time being shall and he is hereby authorised and required to allot and award the residue of the said Common and Waste Grounds unto and amongst the several persons, Bodies Politic or Corporate who at the time of making such allotment shall be Owners of ancient Messuages and Cottages or Frontsteads; and the said Commissioner's valuation of such lands (that is to say) Two thirds of the said Common and Waste Grounds in respect of the said Messuages, Cottages, and Frontsteads, and the remaining third part thereof in respect of the Owners of the said Lands, the said Commissioner in appointing the said allotments deeming and considering a Cottage or Cottagestead to be equal to Three Fourth Parts of a Messuage or Messuagestead.
IL26	And be it further Enacted, that no sheep or lambs shall be depastured or kept in any of the said new enclosures during the space of seven years from the execution of the award of the said Commissioner, unless the persons respectively depasturing or keeping sheep or lambs do at their own expense effectually guard and fence the young Quickset Hedges, or any other person's allotment adjoining to such inclosure respectively in which sheep or lambs shall be depastured and kept as aforesaid, so as to preventing damage or injury being done to such fences or quickstep by any such sheep or lambs; and the person or persons respectively depasturing or keeping the same as aforesaid, and neglecting or refusing guard and fence the young Quicks aforesaid, shall forfeit and pay any sum not exceeding Ten Pounds for every such offence; which penalty when levied and recovered shall be paid to the Surveyor or Surveyors of the Highways of the said Township of Skelton aforesaid for the time being , and shall be applied by him or them in the amendments of such Highways; and that from and after the division and allotment, or upon the execution of the said award , all Rights of Common, Average, and Turnery within the said Township of Skelton and every part thereof, shall for ever cease and be extinguished.
IL27	And be it further Enacted, That the said Commissioner for the time being shall either before or at the time of making his award, direct or appoint what gaps or openings shall be left in any of the hedges or fences hereby or by the said recited act directed to be made, and for any and what time , for the passage of cattle, Carts and carriages.

IL28	<p>And be it further Enacted, that the award to be made by the said Commissioner in manner directed by the said recited act shall, within the space three calendar months from the execution thereof , be enrolled in the register office in Northallerton, in the North riding of the County of York, established for the registering of Deeds, Wills and Incumbrances affecting Lands and Tenements in the said Riding, and a true copy (to be signed by the said Commissioner) of the Map or Plan annexed to such award shall also be lodged at the said Register Office at the time of the inrolment of the said award, and there kept for ever; and the said award,together with the Map or Plan thereto annexed, shall immediately after the said Enrolment of such award , be put into and kept a tin box, and be lodged for safe custody in the Parish Church of Skelton Aforesaid , under the care of the Rector of the Parish of Skelton aforesaid, and the Churchwardens for the time being of the church there, for ever, for the Inspection and Perusal of the several persons interested therein, or their respective agents, who shall be at liberty to inspect and peruse the same, on application for such purpose at all reasonable times and to make copies or extracts therefrom gratis; and the said Register shall be entitled to such fees for the inrolment of the said award as he is entitled to for inrolling any bargain and Sale; and the said register or his deputy for the time being shall permit any person or persons whomever, from time to time within the Office hours of attendance, to peruse the Inrolment of the said award at the said register Office, and to inspect and examine such copy of the said Map or Plan, paying for the same touch Register or his deputy One Shilling and no more; and shall also from time to time, upon request to him made by any Person or Persons whomever, cause a true copy of the whole to be made, or any part or parts of the inrolment of the said award to be made and written out from such Inrolment, and shall from time to time , when requested, certify the same under his hand to be a true copy of such inrolment, for which the said Register or his Deputy making the same shall be paid after the rate of six pence per sheet, reckoning one hundred words per sheet, and no more; and the said original award , or a true copy of the inrolment thereof or any part thereof, so certified under the hand of the said Register or his deputy for the time being as aforesaid shall, from time to time, be allowed and admitted as legal evidence in all Courts whatever.</p>
IL29	<p>And be it further Enacted, that the several allotments to be made to the said Thomas Place and John Francis Allen as Rector and Vicar as aforesaid, and their successors respectively in lieu of Tythes, Ecclesiastical dues , and payments as aforesaid, shall be inclosed with an outer fence and ditch, to be planted with good transplanted quickstep, and defended with sufficient Oak posts and double rows of rails, and with proper gates, to be provided by such person or persons, and within such time, and in such manner as the said Commissioner shall appoint, at the joint charges of all the other Proprietors, to be ascertained and assessed by the said Commissioner in the same manner as the costs and charges of this act are to be ascertained an assessed as hereinafter mentioned.</p>

IL30	<p>And be it further Enacted, that all costs , charges and expenses preparatory to and attending the obtaining and passing of this act, and of surveying and valuing the said Lands already inclosed, and surveying and dividing and allotting the said Open Fields, Commons, and Waste Grounds hereby directed to be inclosed, and of setting out, forming, and making the public roads, drains, bridges and other Conveniences, requisites, and improvements, which by virtue of the said recited act or the act shall be set out and directed, and the preparing and in rolling the said award, or writings or other instruments, to be executed by the said Commissioner, in pursuance of this or the said recited act, and all other charges and expenses of the said Commissioner and Surveyor, and other proper and necessary charges and expenses in the execution of this act, shall be borne and defrayed by the several Owners and Proprietors of and persons interested in the Lands and Grounds hereby directed to be divided and inclosed, or which shall be exonerated from Tythes, in such shares and proportions as the said Commissioner shall direct and appoint from time to time, as the same shall respectively accrue, to be paid to such person or persons, and in such a manner and at such time or times, either before or after the execution of the said award, as the said Commissioner shall direct or appoint, and as by him shall be deemed most just and reasonable (save and except the said Thomas Place and John Francis Allen and their successors respectively, who are to be exempt from bearing any part of the said charges and expenses in respect of the several allotments hereinafter directed to be made to them respectively as aforesaid, in lieu of any Glebe Lands or Tythes: the Commissioner, in proportioning such expenses amongst the said Proprietors and persons, having regard to every person's estate and interest therein); and in case any person or persons shall refuse or neglect to pay his , her, or their proportion of such costs, charges and expenses, according to such direction or appointment as aforesaid, then and in such case the same shall and may be recovered in the manner directed by the said recited act, with interest for the same at five pounds per Centum per Annum, from such time as the said Commissioner shall have ordered the same to be paid, until the actual payment thereof.</p>
IL31	<p>And be it further Enacted, that if any of the proprietors or persons interested in the Land and Grounds hereby directed to be divided, allotted and inclosed, or any person or persons on his, her, or their behalf, shall advance and pay any money in discharge of the fees or other expenses of obtaining and executing this act, the money to be so paid and advanced shall be repaid and satisfied by the direction of the said commissioner, together with lawful interest for the same.</p>
IL32	<p>And be it further Enacted, that once at least in each and every year during the execution of this act (such year to be computed from the day of passing thereof), the said Commissioner shall and he is hereby required to make true and just statement or account of all sums of money by him received and expended, or due to him, for his trouble or expenses in the execution of this act, and such statement or account when so made, together with the vouchers relating thereto, shall be by him laid before one of His Majesty's Justices of the Peace for the said North Riding of the County of York, not interested in the premises, to be by him examined and balanced, and such balance shall by such justice be stated in the book of accounts to be kept in the office of the Clerk of the said Commissioner, and no charges or item in such account shall be binding on the parties concerned, or valid in law, unless the same shall have been duly allowed by such Justice.</p>

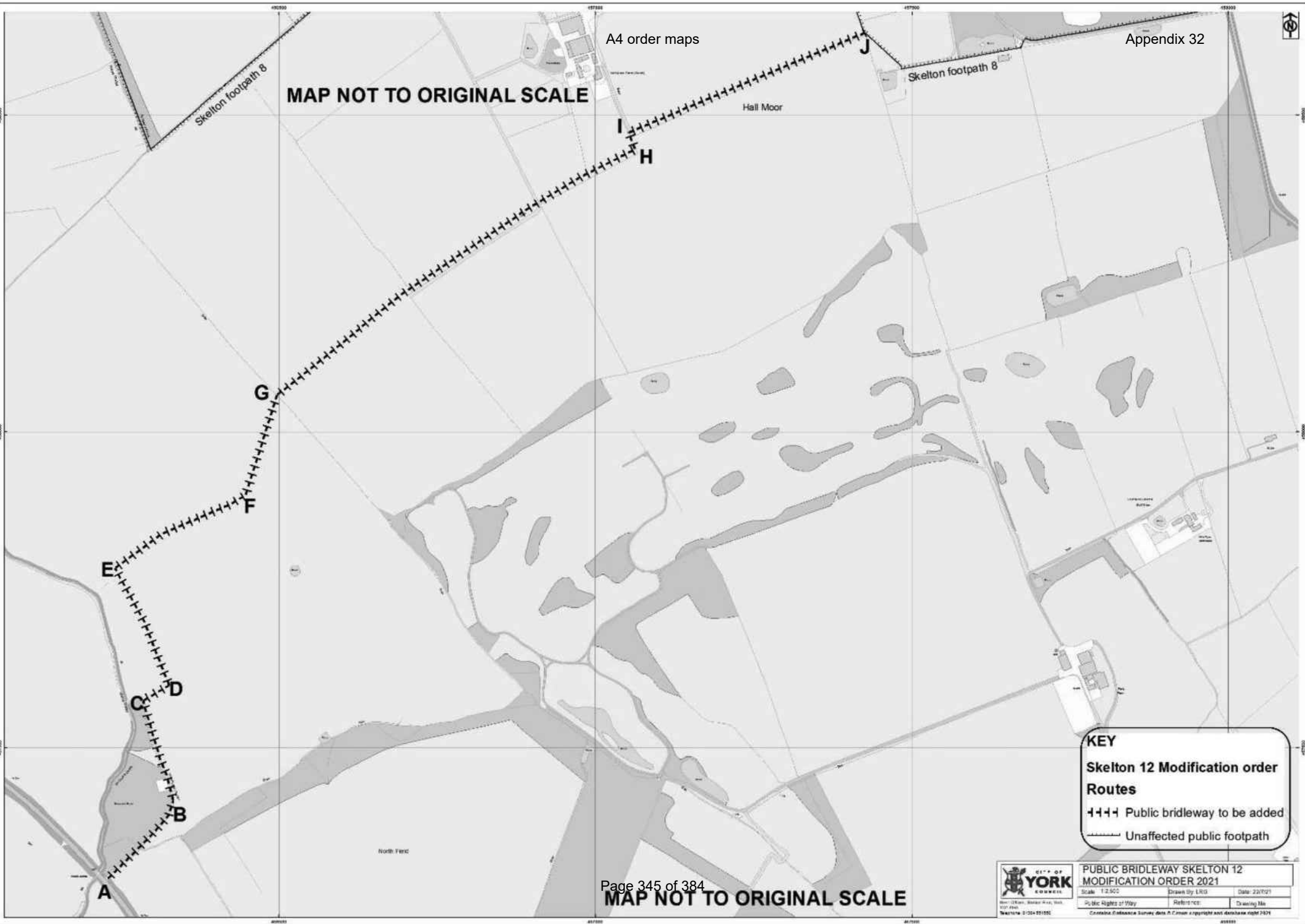
IL33	<p>And be it further Enacted, that all and every subsisting Lease and Leases or other agreement at Rack rent of all or any of the said ancient Messuages, cottages Frontsteads, or inclosed Lands, within the said Township of Skelton, for any term or number of years, shall cease, determine, and be void immediately upon such allotments being made, and such award being executed by the said Commissioner, and enrolled as aforesaid , or at such other time before or after the enrolment thereof, as the said Commissioner by any notice or notices in writing under his hand, to be affixed on the principal outer door of the Parish Church of Skelton aforesaid , shall appoint, in case the lessors or lessees do not otherwise among themselves agree, the respective owners of any allotment or allotments to be made as aforesaid, who shall have made any such lease or leases, agreement or agreements, making such satisfaction to such lessee or lessees, tenant or tenants, as the said Commissioner shall ascertain as reasonable to be paid to such Lessee or lessees, tenant or tenants, on account thereof, or as an equivalent for his, her, or their term or terms of years, rights, and interest therein: Provided always , that if there shall be any lease or leases of Lands, part of which shall lie in the township of Skelton aforesaid and part of any adjoining Parish, all and every such lease or leases upon Rack Rent now subsisting may and shall be vacated ; but where any Land shall have been taken in exchange, which Land shall be under lease and wholly situate in an adjoining Parish, the lease of such last mentioned lands shall not be vacated.</p>
IL34	<p>And be it further Enacted, that if any person or persons shall think himself, herself, or themselves aggrieved by any thing done in pursuance of this or the said recited act (except in such cases where Orders and Determinations of the said Commissioner are by this or the said recited act directed to be final and conclusive, and also where provision is made for a trial at law as aforesaid), he, she, or they may appeal to the General Quarter Sessions of the Peace to be holden in and for the North Riding of the County of York, within six Calendar months next after the cause of complaint shall have arisen, on giving to the said Commissioner, and to the party or parties concerned, Twenty days notice in writing of such appeal and of the matter thereof; and the Justices (not interested in the premises) at their said General Quarter Sessions are hereby required to hear and determine the matters of every such appeal, and to make such order and award such costs and damages as to them in their discretion shall seem reasonable, and by their order and Warrant to levy the costs and damages which shall be so awarded by distress and sale of the goods and chattels of the party or parties liable to pay the same, rendering the overplus (if any) on demand to the owner of such goods and chattels, after deducting the reasonable charges of such warrant, distress, and sale; and the determination of the said Justices shall be final and conclusive to all parties concerned, and shall not be removed by Certiorari, or any Writ or process whatsoever into any of His Majesty's Court of Record at Westminster or elsewhere; but in case such appeal shall appear to the said justices to be frivolous, vexatious, or without foundation , then the said Justices shall award such costs to be paid by the Appellant or Appellants as to them in their discretion shall seem reasonable, and to be levied in manner aforesaid.</p>
IL35	<p>Saving always to the KING'S Most Excellent Majesty, and his Heirs and Successors, and to all and every other Person and Persons, Bodies Politic or Corporate, his, her or their Heirs, Successors, Executors, and administrators (other than and except the respective Person to whom any allotment or Allotments of Lands or Compensation shall be made by virtue of this act, in respect of the interest or property for which such Allotment or Compensation shall be made, and other than and except the Rights and interests which are directed to be claimed, and intended to be barred or destroyed by this act), all such estates, Rights and interests as they, every or any of them, had or enjoyed, of , in , to, or in respect of the said Common and Waste Grounds hereby directed to be divided and inclosed before passing of the act, or could or might have had or enjoyed in case the same had not been passed.</p>
	End

Appendix 32

A4 order maps

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

MAP NOT TO ORIGINAL SCALE




KEY

Skelton 12 Modification order Routes

--- Public bridleway to be added

--- Unaffected public footpath

MAP NOT TO ORIGINAL SCALE



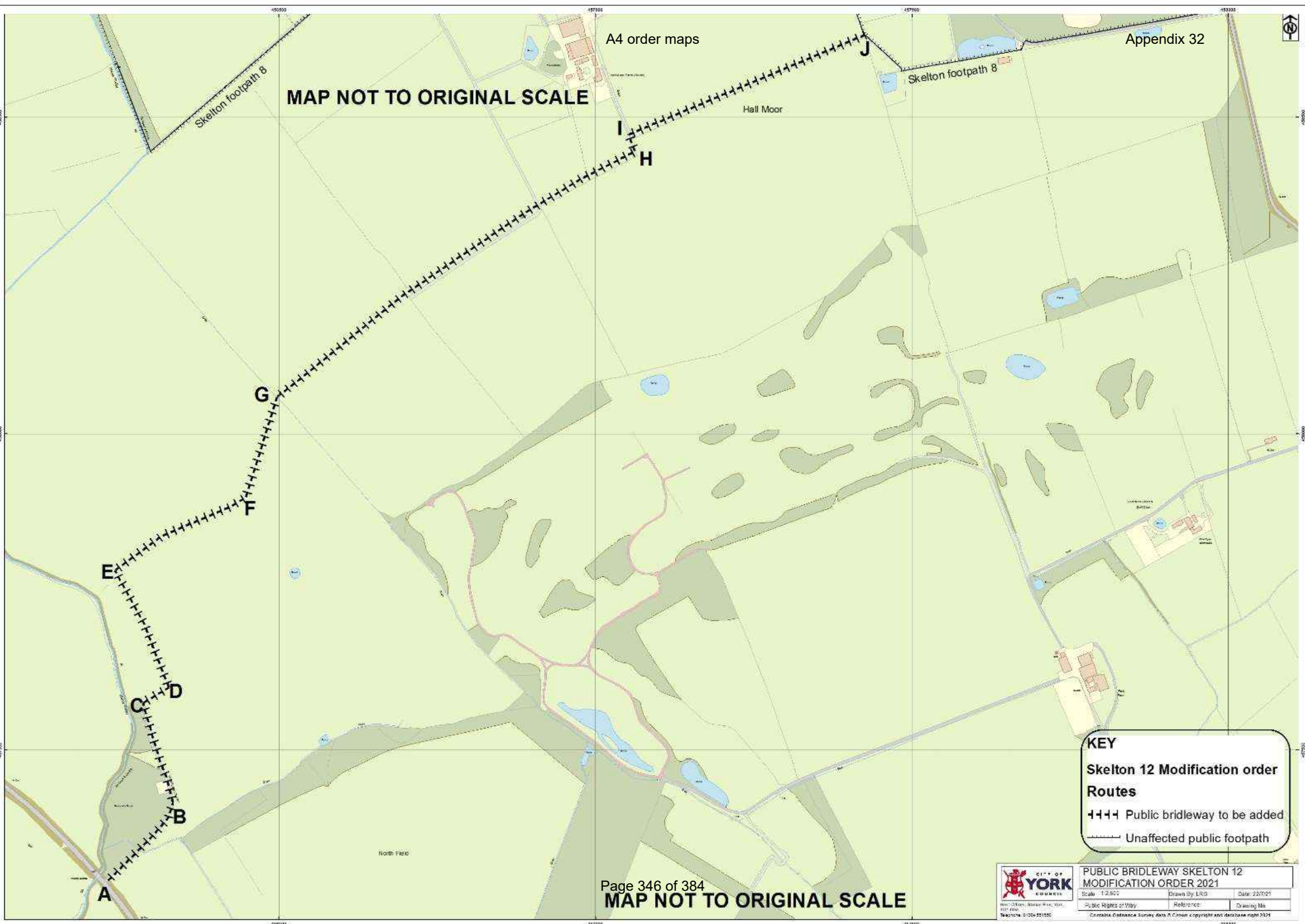
CITY OF YORK COUNCIL

West 1200m, Skelton Road, York, YO1 1AA
Telephone 01904 251000

PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

Scale 1:2,500	Drawn by LRG	Date: 22/7/21
Public Rights of Way	Reference:	Drawing No:
Contains Ordnance Survey data. All Crown copyright and database right 2021		

MAP NOT TO ORIGINAL SCALE



KEY

Skelton 12 Modification order Routes

--- Public bridleway to be added

--- Unaffected public footpath

CITY OF YORK COUNCIL

PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

Scale: 1:2,500 Date: 22/7/21
Drawn By: LRG
Public Rights of Way Reference: Drawing No:
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Appendix 33

Newspaper cuttings referencing Hall Moor Farm

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

TO BE LET OR SOLD.
**THE NURSERY GROUNDS, GREEN-
 HOUSES, CONSERVATORIES, FRAMES, PITS,**
 and Premises, situated at LATHERBOROUGH, York.
 These valuable Nursery Grounds were formerly carried
 on by the late Mr. Jas. Edwards, and since by Messrs.
 Bainbridge and Hewison.
 Apply to Messrs. J. & H. RICHARDSON & CO.,
 Solicitors, Blake-Street, York.

TO BE SOLD BY PRIVATE CONTRACT.
MOUNT TERRACE HOUSE, HOLGATE ROAD, YORK.
**SEMI-DETACHED VILLA RESI-
 DENCE,** containing Breakfast, Dining, and Drawing
 Rooms, Four Lodging Rooms, Dressing Room, Bath Room,
 Water Closet, and every necessary convenience. There is
 a detached Wash House, and small Viney, with other Out-
 Offices.
 For Particulars apply to Messrs. ACTON and SON,
 House Agents; or to Mr. F. W. CALVERT, Solicitor,
 Lendal, York.

**WIND CORN MILL, LAMP, & DWELLING
 HOUSE, HOLGATE ROAD.**

TO BE SOLD BY PRIVATE CONTRACT.
 All that Substantial WIND CORN MILL, situate
 at Holgate, on one of the highest Eminences in the
 Vicinity of York, containing Four Pairs of Stones and all
 requisite Machinery, driven by Fire Patent Sails; and
 about One Acre of excellent GRASS LAND, with HOUSE,
 GARDEN, &c.
 Apply to
 Mr. F. W. CALVERT,
 Solicitor, Lendal, York.

EXTENSIVE SALE OF DRUGS, &c.
MESSRS. HANDS and SON are favoured
 with Instructions from Messrs. RICHARDSON
 and DENNIS, who are declining the Wholesale Drug
 Business, to SELL BY AUCTION, on the premises, in
 East-Strakey, York, on WEDNESDAY and THURSDAY,
 the 2nd and 3rd Days of March, 1859, their valuable
 STOCK OF ESSENTIAL OILS, TINCTURES, EX-
 TRACTS, CHEMICALS, OINTMENTS, &c.—And on
 TUESDAY, WEDNESDAY, and THURSDAY, the 8th,
 9th, and 10th Days of March, the remaining part of the
 Extensive Stock of DRUGS, DRY-SALT, &c.
 Sale to commence each Forenoon at Half past Ten o'clock.
 Offices, 7, Bridge-Street, York.

**SPURRIERGATE, BISHOPHILL, AND
 PETERGATE.**

TO BE SOLD BY AUCTION.
 By Messrs. HANDS & SON,
 At the WHITE SWAN INN, Goodramgate, York, on MONDAY,
 the 7th Day of March, 1859, at SIX o'clock in the Even-
 ing, subject to Conditions to be then produced, and in
 the following or such other Lots as may be agreed upon
 at the time of Sale:—

LOT 1.
A DWELLING HOUSE AND SHOP.
 situate in Spurrigergate, in the City of York, in the
 occupation of Mr. William Wiggins. This Shop has a
 frontage to the Street of Spurrigergate of about 24 Feet, and
 is in the best situation in the City for a Retail Business.

LOT 2.
A MESSAGE OR DWELLING-HOUSE, situate on,
 and being No. 43, on Bishophill, in the City of York, in
 the occupation of Mr. Henry Lee.

A MESSAGE OR DWELLING-HOUSE, situate and
 being No. 30, in High Petergate, in the City of York, in
 the occupation of Messrs. Thomas Raper and Son. This Lot
 is held under Lease from the Subchanter and Vicars Choral
 of the Cathedral Church of York for 40 Years, from the
 27th day of August, 1831, at an annual Rent of Six Shillings.
 It has been customary to renew the Lease every 14 Years.
 Lots 1 and 2 are Freehold, and Lot 3 Leasehold as above-
 mentioned, and they are all well worthy the attention either
 of Capitalists for investment, or of Persons wanting good
 Business Situations. Possession of Lot 1 can be given on
 the 1st of April next. Part of the purchase money can (if
 required) remain on Security of the Property.
 For further Particulars apply to Mr. HAWKIN, of Nesa-
 gate, the Owner; or to
 Messrs. NEWTON & ROBINSON,
 Solicitors, York.

35, Petergate, 17th February, 1859.

**PATRICK BROMPTON, AND NEWTON-LE-
 WILLOWS.**

In the North Riding of the County of York.
TO BE SOLD BY AUCTION.
 By Mr. THOMAS MASTERMAN,
 At the PRACE STYL, in Bedale, in the County of York,
 on TUESDAY, the Fifth Day of March, 1859, at ONE
 o'clock in the Afternoon, subject to such Conditions as
 will be then produced.

A VALUABLE FREEHOLD ESTATE.
 situate at Patrick Brompton and Newton-le-Willows
 aforesaid, comprising Dwelling-Houses and Cottages, and
 various Closes of excellent Arable, Meadow, and Pasture
 Land, in the Lots following, or such other Lots as may be
 determined upon at the time of Sale:—

LOT 1.
 A DWELLING HOUSE, STABLES
 YARD, GARDEN, GARTH, and Pre-
 mises at Patrick Brompton aforesaid,
 now occupied by Mr. Christopher Todd
 Thorpe. 47 0 0 28

**A DWELLING-HOUSE, GARTH, and
 Premises,** at Patrick Brompton
 aforesaid, now occupied by Mr. John
 Johnson. 48

A CLOSE OF MEADOW LAND, at
 Patrick Brompton aforesaid, called
 The Holme. 42 4 0 30

LOT 2.
 All that DWELLING-HOUSE,
 YARD, GARDEN, and Premises, sit-
 uate at Newton-le-Willows aforesaid,
 now occupied by Mr. Joseph Bider.. 0

LOT 3.
 All that Allotment or Parcel of
 LAND, situate on Norman's Moor,
 allotted and awarded in respect of
 Lands in Newton-le-Willows aforesaid,
 and now occupied by Mr. John John-
 son (Arable). 199 5 0 25

LOT 4.
 All those several Closes of Arable,
 Meadow, and Pasture LAND, in
 Patrick Brompton aforesaid, now occu-
 pied by the said John Johnson, that
 is to say:—
 Butcher Close 43 1 3 18
 Liming Pasture 44 2 3 11
 Butcher Close and Cowhouse 45 2 3 11
 Butcher Close 50 2 0 24
 Butcher Close 51 1 1 0
 Liming Pasture 52 1 3 23
 Liming Pasture 53 9 3 35

**And all those several Closes of Pasture
 and Arable LAND, situate in the
 Township of Newton-le-Willows aforesaid,
 now occupied by the said John
 Johnson, viz:—
 Bottom 107 2 3 24
 North Mill Pasture and Out-
 buildings 108 6 2 13
 Mill Pasture 110 6 0 25
 Strips 111 2 0 14**

Patrick Brompton-le-Willows are situate
 Three Miles from the Market Town of Bedale, and are
 of first-rate quality, and may be viewed on application to
 Mr. John Johnson, the Tenant; or Mr. Christopher Todd
 Thorpe, at Patrick Brompton aforesaid; and any other
 Particulars may be had, and a Plan of the Property seen, on
 application at the Offices of Messrs. LEAMAN & CLARKE,
 Solicitors, York; and of Mr. THOMAS TOPHAM, Soli-
 citor, Middleham, 18th February, 1859.

CLIFF, NEAR SELBY.
In the East Riding of the County of York.
VALUABLE PROPERTY FOR SALE.
TO BE SOLD BY AUCTION.
 At the House of Mr. Williamson, Inskipper, Cliff, on
 WEDNESDAY, 23rd February, 1859, at THREE o'clock
 in the Afternoon, (in the following or such other Lots as
 may be determined on at the time of Sale.)

LOT 1.—ALL THAT DWELLING-HOUSE,
 with the Barn, Stabling, Out-Buildings,
 Orchard, and Garden thereto adjoining, containing
 together Half an Acre, more or less, situate at Cliff
 aforesaid.

LOT 2.—All that Close or Parcel of Arable LAND,
 containing 3 Rods, more or less, situate at Cliff aforesaid,
 and adjoining the High Road leading from Market Weighton
 to Selby.

LOT 3.—All that other Close of Arable LAND,
 containing 3 Acres 3 Rods, more or less, situate at Cliff,
 and adjoining the Selby and Market Weighton Railway.
 The whole of the Property is in the Occupation of Mr.
 Thomas Robinson, and is Cophold of the Manor of
 Howden, where the Fines are small and certain. The
 Dwelling-House is of recent Erection, and in thorough
 Repair; and the Land is of first-rate quality.
 The Tenant will view the Property, and further Particu-
 lars may be had on Application at the Offices of
 Messrs. L. & W. THOMPSON, Solicitors,
 Judges' Court, Cony-Street, York.

A PUBLIC-HOUSE TO LET, near the
 Railway Works, with immediate Possession. Valua-
 tion small.—Apply to Mr. BEILBY, Fomgate Brewery.

HALL MOOR FARM.
 One Mile and a Half from Skipton Station, on the North
 Eastern Railway, Five Miles from York.
 TUESDAY, March 1st, and WEDNESDAY, March 2nd,
 1859, commencing each Day at Half-Past TEN o'clock
 precisely.

Mr. RICHARD MILLS.
THE EXECUTORS under the Will of the
 late Mr. ROBERT ELLIS, respectfully announce that
 they have instructed Mr. MILLS to SELL BY AUCTION,
 on TUESDAY and WEDNESDAY, the 1st and 2nd Days
 of March, 1859, the whole of the valuable FARMING
 STOCK, AGRICULTURAL IMPLEMENTS, CATTLE, HORSE-
 DRESSING, and EFFECTS, on the Hall Moor Farm, late
 belonging to Mr. Robert Ellis, Deceased.
 The Stock consists of 20 HORSES, 209 SHEEP, 26
 BEASTS, 33 PIGS, 6-Horse Power THRASHING
 MACHINE, CARTS, WAGGONS, GEARING, GIG,
 WHITEHEAD PLANT, and a large Assortment of
 the whole of the Modern and Useful HOUSEHOLD
 FURNITURE.
KITCHEN and DAIRY UTENSILS.
 For Particulars see Catalogues, to be had on application to
 the AUCTIONEER.
 The Sheep, Beasts, Horses, and part of the Implements
 will be sold on Tuesday, March 1st; and the Furniture,
 Figs, and remaining part of the Implements on Wednesday,
 March 2nd.

RICHARD MILLS, Auctioneer.
 2, Blake-Street, and 61, Gillygate, York.

SWINEFLEET.
NEAR HOWDEN AND GOOLE.
TO FARMERS, BREWERS, DEALERS, & OTHERS.
 Important Sale of First Class Draught, Nag, and Harness
 Horses; Cows, Pig, Improved Implements, Wagons,
 Carts, HOUSEHOLD FURNITURE, &c.

MR. JAS. WALKER has great pleasure
 in announcing to his Agricultural Friends and the
 Public generally, that he has received Instructions from
 John Burton, Esq., (who is retiring from farming), to
 SELL BY AUCTION (without reserve), on FRIDAY, the
 4th of March, 1859, on his Premises at Swinefleet, the
 whole of the valuable FARMING STOCK, IMPLE-
 MENTS, and EFFECTS, comprising Four Pure-Bred
 LINCOLNSHIRE CART MARES (excellent good), four
 full, active, and clean, viz., "Black Mare 'Jek' (obtained
 a premium at the Swinefleet Agricultural Show for the best
 Cart Mare); "Black Mare 'Deppa'; "Grey Mare 'Diamond';
 "Brown Mare 'Blossom', in foal to Mr. Marshall's Horse;
 Bay Harness Horse "Spring"; "Crotan Oil"; Chestnut
 Hunting Mare "Fanny"; "Comus," Jam by "Ebor."

The Celebrated Trotting Mare "Strawberry," (bred by
 Mr. Topham, of Harwell, and late the property of Mr.
 Leak, of Cliffe), by "Old Creepers," sired by "Old
 Napoleon," (obtained the first prize at the Swinefleet Agri-
 cultural Show for the best Roadster), with the following
 her produce, viz., Bay Colt rising 5 years old, by "Rob Roy,"
 quiet in Harness; Roan Filly "Lucy," rising 4 years old,
 old, by "Splendour," (recently obtained a first prize); Roan
 filly, rising 2 years old, by "Pride of the North," Brown
 Roan Yearling Colt, by "Black Meteor," very promising.
 J. W. is anxious to call the attention of those who are
 admirers of speed and action, and wish to possess a superior
 class of Blood Mares, may now have an opportunity rarely
 to be met with, as they have been selected, regardless of
 expense, by the present owner.

BEASTS.—Well-bred Roan Milch Cow, in Calf to Mr.
 George Weightman's Bull; Roan Heifer, in Calf to Do.;
 Roan year old Heifer; Red and White Bull Calf, six months
 old; superior Fat Pig; Poultry.

WAGONS, CARTS, IMPLEMENTS, &c.—Five Pole
 Wagons, (near new); Four Single Horse Carts; Five
 Wood Ploughs, by Foster, Redden; Pair of Iron Zig Zag
 Harrows, by Crosskill; Two Pair of Iron Harrows, by Bur-
 kill; Iron Drag Harrow, by Burkill; Four Pair of Wood
 Harrows; Iron Clod Crusher, by Crosskill; Three Sledges;
 Wood Hat; Ten Rowed Corn Drill complete, (nearly new,
 by Taylor, of Interton); Farm Cart; Winnowing
 Machine and Blower, by Taylor; Winnowing Machine,
 (nearly new); by Laverack; Harrow Machine, (nearly new,
 by Hopkinson; Patent Weighing Machine, by Medhurst,
 London; Iron Weights; Pair of Iron (Potato) Ridge Har-
 rows; Wood Roller; Two Iron Scotch Horse Hoes, with
 Double Mould Boards, by Burkill; Three New Swath
 Rakes; Sack and Hacking Barrows; Ninety Sacks; New
 Ladders; Tumbrels; Tools; Rakes; Hoes; Forks; Shovels;
 Measures; Hops; Stack Forks and Props; Pig Troughs;
 Skeps; Riddles; Scoops; Old Timber; a quantity of old
 Iron; Gearing for Ten Horses; Saddles; Bridles; a com-
 plete Set of Breaking Bridles; Gig and Harness; Fifteen
 Tubs of Potatoes; Mangold Wurzel, in Pie.

THE HOUSEHOLD FURNITURE consists of Maho-
 gany Sofa, in Satin Hair-cloth; Mahogany and Oak Car-
 tables; Six and Two Arm Mahogany Chairs with Hair
 Seats; Mahogany Easy Chair, in Leather; Arm Chair;
 Wheel Barometer; Painted Bookcase; Feather Bed,
 Bolsters, and Pillows; Painted Wardrobe; Bason Stands;
 Dressing Tables; Glasses; Painted Drawers; Night Chair;
 Eight Days' Clock, in Oak Case; Deal Tables; Long
 Settle; Round Tea Table; Chairs; Steeldraps; Bottle
 Jack; Pans, Crockery, Clothes Horse, Ornamental Iron
 Stove, Barrel Churn, Three Lead Bowls and Frames,
 Butter Scales, Gantres, &c.

In consequence of the great number of Lots, the Sale
 will commence with the Farming Stock, at TEN for Half-
 past, and the Furniture at TWO.
 Central Auction Rooms, New-Street,
 York, Feb. 10th, 1859.

WRELTON, NEAR PICKERING.

TO BE SOLD BY AUCTION.
 By Mr. JAMES WALKER, on WEDNES-
 DAY, the 2nd Day of March, 1859, a large
 quantity of very superior LARCH (in Lots),
 now lying adjoining the Darnthorn Road, on the
 Farm in the Occupation of Mr. John Atkinson, who will
 show the Timber on application.

The Sale will commence at ELEVEN o'clock for
 TWELVE prompt.
 J. W. would most earnestly impress upon Merchants the
 great size and quality of this Timber.
 Central Auction Rooms, York,
 18th February, 1859.

SALE OF TIMBER.

TO BE SOLD BY TICKET, ON
FRIDAY, the 11th Day of March, 1859,
 at the BLACK SWAN INN, Pickering, at Half-past
 TWELVE o'clock in the Afternoon, about 18
 ACRES of TIMBER, now standing in the Old
 Hagg Plantation, near Pickering.

The Timber consists of Larch, Scotch, Spruce, and Oak
 Poles, of 40 Years' growth, and is suitable for either Rail-
 way, Colliery, or Agricultural purposes.
 The Conditions of the Sale may be known, and any other
 Particulars learnt, by application to Mr. E. BOWYER,
 Pickering, to whom Sealed Tenders for the same may be
 addressed, on or before the 11th Day of March, 1859.

WOOD FOR SALE.

TO BE SOLD BY AUCTION.
 By Messrs. BOULTON & SON,
 (Subject to the Conditions to be then and there produced)
 at Mr. Lancelot Simpson's, Grocer's Inn, Pickering, on
 TUESDAY, the 16th Day of March, 1859, at ONE
 o'clock in the Afternoon.

**THE following LARCH, FIR,
 ASH, OAK, and other TREES,** (with
 the Bark and Topwood,) standing in the Plan-
 tation and in the Hedgerows of the Fields on
 the Estate of Robert Harding Harding Esq., at Bel-
 Grange, Pickering, Marishes, about Half a Mile from the
 Marishes Station, on the Pickering Branch of the North
 Eastern Railway Company:—

LOT 1.—IN THE PLANTATION.
 2188 LARCH FIR POLES.
 659 Ditto CYPHERED.
 857 SCOTCH FIR POLES.
 125 Ditto CYPHERED.
 651 SPRUCE FIR POLES.
 284 ASH POLES.
 135 OAK POLES.
 13 WILLOWS.

LOT 2.—IN THE HEDGEROWS.
 235 OAK TREES.
 16 SCOTCH FIR POLES.
 1 WILLOW TREE.
 7 ASH TREES.

On application to Mr. HARDING, the Wood will be
 shown, and the Conditions of Sale may be seen, and other
 information obtained, on application to him, or to the
 AUCTIONEERS, at Malton, or to
 Mr. WILLIAM WALKER,
 Solicitor, 9, Lendal, York.
 18th Feb. 1859.

YORK SCHOOL OF ART.

AN Exhibition of PRIZE DRAWINGS
 of the Schools of Art throughout the Kingdom, will be
 held in the SCHOOL, on FRIDAY and SATURDAY, the 4th
 and 5th March next. The Exhibition will be opened by a
 CONVERSATION on THURSDAY, the 3rd March,
 when the Right Hon. the Lord Mayor, the Hon. and Very
 Rev. the Dean, the Sheriff, and others, have kindly pro-
 mised to attend.
 Addresses on the "Exhibition" and "Advantages of
 Schools of Art," will be delivered by Mr. J. C. Swallow,
 Head Master, and other Gentlemen.
 A selection of Music will be performed.
TEA AND COFFEE.
 The proceedings to commence at SEVEN o'clock, p.m.
 Tickets for the Conversations at 6d. each. Double Ticket
 to admit a Lady and Gentleman 2s. 6d.; may be obtained
 at Messrs. SUNTER, GLAISBY, & SAMPSON.

TO BE LET, No. 16, SOUTH PARADE,
 containing Three Sitting Rooms, Four Lodging
 Rooms, Two Kitchens, Attic, Water Closet, and Conserva-
 tory. Coach-House and Stable if required.
 Apply to Mr. MOSS, No. 4, South Parade, York.

**TO LET, FURNISHED, a SITTING-
 ROOM and ONE or TWO BED-ROOMS, in a
 Business Part of the City.**
 Apply to Mr. SIMPSON, 104, Micklegate.

ST. MARY'S, BOOTHAM, YORK.
TO BE LET, and may be Entered upon
 the 5th April, a DETACHED DWELLING-
 HOUSE, containing large Dining-Room and Drawing-
 Room, Breakfast-Room, Library and Cloak-Room, Six Bed-
 Rooms, Two Dressing Rooms, excellent Servants'-Rooms,
 Attic, Two Kitchens, Store-Room, Cellar, Water-Closets,
 &c. A good Bath and every convenience for Hot and Cold
 Water. A productive Garden. The House not subject to
 City Rates.

Apply to Mrs. LEADBITTER, as above.

FALCON INN.
WILLIAM TEASDALE respectfully an-
 nounces that he has entered upon that old-estab-
 lished Hotel, the FALCON INN, MICKLEGATE, where his
 arrangements have been made to ensure the approval of his
 Friends.

COMMERCIAL GENTLEMEN will find the Accommo-
 dation of this Establishment well adapted for them; and the
 Inn is within Three Minutes' Walk of the Railway Station.
GOOD STABLING.

TO NURSERYMEN AND OTHERS.
**LAWRENCE STREET AND LAYERTHORPE
 NURSERIES.**

MESSRS. ACTON & SON beg to announce
 that they will, on MONDAY, Feb. 21st, 1859,
 Resume the SALE of SHRUBS, EVERGREENS, FRUIT
 TREES, &c., on the above Premises.

And on TUESDAY, February 22nd, 1859, the STOVE
 and GREENHOUSE PLANTS at the Layerthorpe
 Nursery.
 Sale to commence each Day at TEN o'clock.
 Ebor Sale Rooms, York, Feb. 18th, 1859.

TO PRINTERS.
LATE YORKSHIREMAN OFFICE,
 38, PARLIAMENT-STREET, YORK.

Extensive Sale of Newspaper and Jobbing Founts;
 Cooper's Single Cylinder Machine; Porter's Galley
 Press; a great quantity of Stationery; the Office Furni-
 ture, &c., &c.

MESSRS. ACTON & SON will SELL BY
 AUCTION, on MONDAY, the 28th Day
 of January, 1859, on the Premises 36, Parliament-Street, as
 above, without reserve, the whole of the TRADE PLANT
 of the YORKSHIREMAN NEWS and JOBBING OFFICE; com-
 prising Cooper's Improved Single Cylinder Newspaper
 Machine, equal to new, capable of throwing off 1200 im-
 pressions per hour, with Rollers and Moulds; Porter's
 Galley Press; Iron Ink Table; a large quantity of Types,
 comprising Pica; Small Pica; Bourgeois; Brevier; Non-
 pareil; Minion; Nonpareil; Nonpareil Hair Line;
 Pearl; Pica Ronde; Great Primer Script; Double Pica
 Court Hand; Double Pica Church Text; Double Pica
 Black; English Black; Pica Black; Pica Black Open;
 Long Primer Black; Two Line Minion; Two Line Non-
 pareil Condensed; Two Line Pearl Condensed; Pica
 Clarendon; Long Primer Clarendon; Brevier Clarendon;
 Nonpareil Clarendon; Long Primer Grotesque; Brevier
 Antique; Long Primer Albion; Long Primer Albion
 Italic; Pica Albion; Pica Albion Italic; Double English;
 Double English Condensed; Canon Condensed; Four Line
 Egyptian; Four Line Roman; Four Line Egyptian ex-
 panded; Four, Five, and Six Line Egyptian, &c., &c.

A variety of Good WOOD LETTER. A quantity of
 Glazed Pressing Boards; Leads and Brass Rule of all sizes;
 Metal Galleries; French Metal Furniture; Brass and
 Wood Gallies; Iron Chases; Imposing Stone; Frames;
 Racks; Cases; Wetting Boards; Quotations; Composing
 Sticks; Troughs lined with Lead.

BIG AND COLOURED INKS; a large Stock of
 STATIONERY, including about 150 Reams of Paper, from
 Double Demy to Foolscap; also a variety of Cards, Card
 Board, &c., with other useful Lots connected with the
 Trade.

A small quantity of Office Furniture, Spring Time-
 Piece, &c.

Sale to Commence at TEN o'clock.

Catalogues, price Sixpence each, post free, may be had of
 the Auctioneers, 2, Low-Onsley, York, or on the Pre-
 mises, Six Days prior to the Sale.
 Ebor Rooms, York, Feb. 14th, 1859.

**PURSUANT to a Decree of the High Court
 of Chancery,** made in a Cause CHARLES TURNER &
 ANOTHER against MARY ANN RICHARD, the Creditors of
 Elizabeth Richard, late of Tickhill, in the County of York,
 Tea Dealer and Grocer, who died in or about the month of
 May, 1855, are by their Solicitors, on or before the 12th
 day of March, 1859, to come in and prove their
 Debts at the Chambers of the Vice-Chancellor Kindersley,
 at No. 3, Stone Buildings, Lincoln's Inn, Middlesex, or in
 default thereof they will be peremptorily excluded from
 the benefit of the said Decree.

**WEDNESDAY, the 10th Day of March, 1859, at 12
 o'clock at Noon,** at the said Chambers, is appointed for
 hearing and adjudicating upon the Claims.
 Dated this 9th Day of February, 1859.

CHAS. PUGH, Chief Clerk.
F. F. JETES,
 Bedford Row, London,
 Plaintiffs' Solicitor.

**PURSUANT to a Decree of the High Court
 of Chancery** made in a Cause THOMAS STUBBS and
 ANOTHER against JOHN TUTTIN and ANOTHER, the CREDITORS
 of FRANCIS HIRST, late of Northallerton, in the County
 of York, Inskipper, who died in or about the Month of
 July, 1837; and also the Incumbent on his real Estate are,
 by their Solicitors, on or before the 24th Day of March,
 1859, to come in and prove their Claims at the Chambers
 of the Vice-Chancellor Sir John Stirling, at No. 19, Old Square,
 Lincoln's Inn, Middlesex, or, in default thereof, they will
 be peremptorily excluded from the Benefit of the said
 Decree.

**MONDAY, the 28th Day of March, 1859, at TWELVE
 o'clock in the Forenoon,** at the said Chambers, is appointed
 for hearing and adjudicating upon the Claims.
 Dated this 14th Day of February, 1859.

ROBT. W. PEAKE,
 Chief Clerk.
GEORGE CAPES,
 Gray's Inn, Agent for
 HIRST & CAPES,
 Boroughbridge.

LOCAL NEWS.

TO CORRESPONDENTS.
 We have to crave the indulgence of our friends this week.
 The official advertisements of the Bank Returns occupy
 a very large space, and consequently we have been com-
 pelled to omit or abridge many communications. We
 should have printed an additional sheet, but the post-
 office regulations prohibit it passing through that
 establishment under the usual newspaper stamp.

THE CHURCH.—The Rev. John Cambage
 Thompson has been licensed by the Archbishop of York
 to the office of chaplain of the Castle of York, in this
 county, vacant by the ceasing of the Rev. Thomas Sutton,
 on the nomination of the justices of the peace, assembled
 at a court of gaol sessions for the county of York.

The Rev. W. H. TEALE, M.A., vicar of
 Royston, is appointed Chaplain to Sir Lionel M. S. Pil-
 ington, Bart., High Sheriff of Yorkshire.

YORKSHIRE SPRING ASSIZES.—We under-
 stand that at the ensuing assizes for this county, the West
 Riding causes will be disposed of first in their order, and
 that the causes in the North and East Riding list will be
 tried in the second week of the assizes.

THE WEST RIDING ELECTION.—Sir John
 W. Ramsden for the first time met his committee on
 Monday in Leeds, and the interview was mutually satis-
 factory.

Col. SMITH, M.P., is appointed on the Com-
 mittee to consider the Bill relating to the
 Irremovable Poor.

ST. MAURICE'S EVENING SERVICES.—We
 hear that the newly elected chaplain at the Castle has en-
 tered on his duties during the present week, and that he
 will officiate for the first time in public in our city by
 preaching to-morrow evening at St. Maurice's evening
 services for the working classes.

THE ELECTRIC TELEGRAPH.—Mr. GRAVES,
 the talented superintendent of the Electric Telegraph
 Company, has announced a lecture on this subject, in
 the Festival Concert Room, on Monday, the 28th inst.
 The wires will be carried from the room to the House of
 Commons; and consequently, as the Ministerial Reform
 Bill is to be introduced on that evening, Mr. Graves will
 be in a position to give his audience the earliest intelli-
 gence as to its details.

SUDDEN DEATHS NEAR YORK.—An inquest
 was held at Sheriff Hutton on Monday last, before J.
 Wood, Esq., on the body of Ann Barker, a single woman,
 about 36 years of age. She had resided for some time
 with a relative, and had been suffering from chronic
 asthma and disease of the heart. She was worse than
 usual last week, and lingered until Saturday, when she
 died. Mr. Wilkins, surgeon, of Sheriff Hutton, had at-
 tended deceased for a number of years, and was of
 opinion that disease of the heart was the cause of death,
 and a verdict in accordance with this opinion was re-
 turned.—An inquest was also held the same day at Sid-
 dington, on the body of a child, three weeks old, son of a
 farmer named William Danby, of the above place, who
 had died suddenly of convuls

PRICE UNSTAMPED, 80

The Business part of the Premises has been recently
 rented, and the whole is in most excellent repair.
 Immediate Possession can be given.
 The Premises may be viewed, and further Particulars
 obtained, on application to ROBERT PAGE PAGE, Esquire,
 Town, near Stockton-on-Tees; ALFRED BRANT, Esquire,
 Stockton-on-Tees; the Auctioneer; or to
 Messrs. NEWBY, RICHMOND, & WATSON,
 Solicitors, Stockton-on-Tees.
 Stockton-on-Tees, 22nd February, 1864.

lot 1 is Freehold, and all the other Lots are Copyhold
the Manor of Howden, in which the Fine is small and
plain.
The Mill is near to the excellent Market Towns of Selby
and Howden.
The Property may be Viewed on application to the
respective Agents, and offers a safe and profitable invest-
ment for capital.
Further Particulars may be obtained at the Office of Mr
W. CALVERT, Solicitor, 5, London, York.

IMPLEMENTS. THE ADVERTISER respectfully calls the attention of his Friends to the above Sale, as the Stock are in first-condition, and no expense has been spared in getting Implements of the latest improvements. The Horse Trapping, and part of the Implements will be sold Tuesday, and the Beasts, Reaping Machine, Waggon, and remaining part of the Implements on Wednesday. Sale to commence each day at Ten o'Clock in the Forenoon. Scarbro'; 15, Granby-place, Feb. 9th, 1864.

The proceeds of the Sales, less 10 per cent. exps will be applied to the improvement, &c., of the territory.

Due Notice will be given of the second Sale of Cattle Lands, without Town Lots, at 12s. an acre, if not previously absorbed.

After which, no Sales will take place except by the Auction, in Australia, at the upset price of 30s. an acre. Vide the Acts themselves.

The second Order to be issued in London, will be for the sale of the same.

The Horser, Sheep, and a portion of the Ponies will be Sold the First Day, the Beasts, Pigs, Poultry and the remaining Effects the Second Day. Nipon Road about a Mile and a Quarter from the Railway Station, the South Side of the River.

Sale to Commence each day at TWELVE o'Clock and a prompt attendance is most respectfully requested.

Auctioneer's Office, North-Street, Wexham.

About Fifteen Acres of OAK, ASH, ELM,
 ALDER, LARCH, SCOTCH, and other TIMBER
 standing at OLNEYD, near to Cornwell Street
 JOHN BROWN, of Oldstead, will show this Lot by
 to him. Lot 1 is near to Northallerton; Lot 2
 Thirsk; are set down. Mr. THOMAS KNOR, of
 near Thirsk, will show Lots 1 and 2 by applying
 Further Particulars can be obtained from Mr.
 Lead Agent, Knapton, Thirsk.
 Enquiry, Feb. 18, 1866.

RESERVED.

Appendix 34

1986 York Historian article

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021

The 1630 Map of Skelton, York

D. A. Spratt

Summary Prior to 1981 the earliest known map of Skelton was the 1807 Enclosure map. In 1971 this had been used to postulate the earlier layout of the village and its surrounding fields. The recent discovery of a map of 1630 has now enabled these conjectures to be checked and largely confirmed. It has also provided some insight into the medieval farming of the village.

Skelton village lies three miles north-west of the City of York, with which it has had close relationships since before the Norman conquest. The centre of the village is 200 yards east of the A19 road, on the summit of a small hill on the 50-foot contour, standing up from the flat fields of the Vale of York. The village green, with its mature trees, the strikingly beautiful 1247 church on its north side, and eighteenth century houses fronting it, is a picturesque corner of rural Yorkshire. In 1971, the village was fortunate in the publication of a survey by Revd. Henry Stapleton, who concentrated mainly on the history of the village and the church, and Dr Michael Thompson who wrote the natural history section.¹

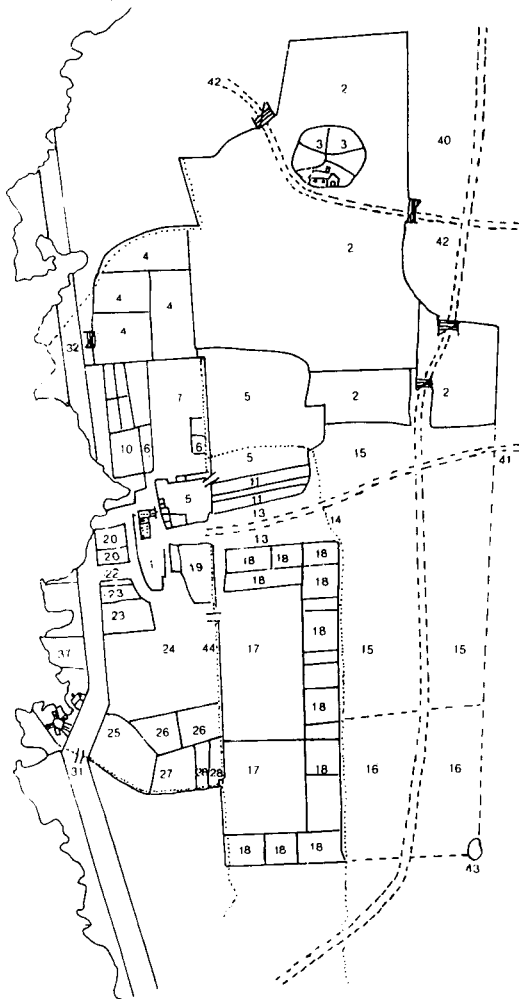


Figure 1.

Tracing of the Skelton map of 1630. Fieldnames taken from the original map:

Figure 1.

Tracing of the Skelton map of 1630. Fieldnames taken from the original map:

- | | |
|----------------------|-----------------------------------|
| 1. Skelton | 24. Southfield |
| 2. The Halmore | 25. Moorplattes |
| 3. The Warren House | 26. Kervins |
| The Corburne | 27. Becklands |
| - closes | 28. Buttrydams |
| 4. The Harnes | 29. Longclose |
| 5. Atkinson Lands | 30. Yorkroade |
| 6. Northfield Closes | 31. Chapplebrig |
| 7. Northfield | 32. Long lanebrig |
| 8. Granger closes | 33. Parkfield |
| 9. Shaw | - a close in it. |
| 10. Flatts | 34. Parfield Close |
| 11. Notebrigcloses | 35. New Close |
| 12. Notebrigge | 36. Wendells |
| 13. Outgaung | 37. Wellfields also |
| 14. White Sike | Milnefields |
| 15. Town More | 38. Little ings |
| 16. The place called | 39. Halersgate |
| Rocklife Moore | 40. The road from Crayke to York |
| 17. The Breckfields | 41. The road from Skelton to |
| 18. The Breckcloses | Wigginton |
| 19. Soudlands | 42. The road from Shipton to |
| 20. Douce Crofts | Wigginton |
| 21. Covanbalke | 43. Lady Stone |
| 22. Smethybalke | (44. Pennells Sike a modern name, |
| 23. Stoneridges | not on the 1630 map) |

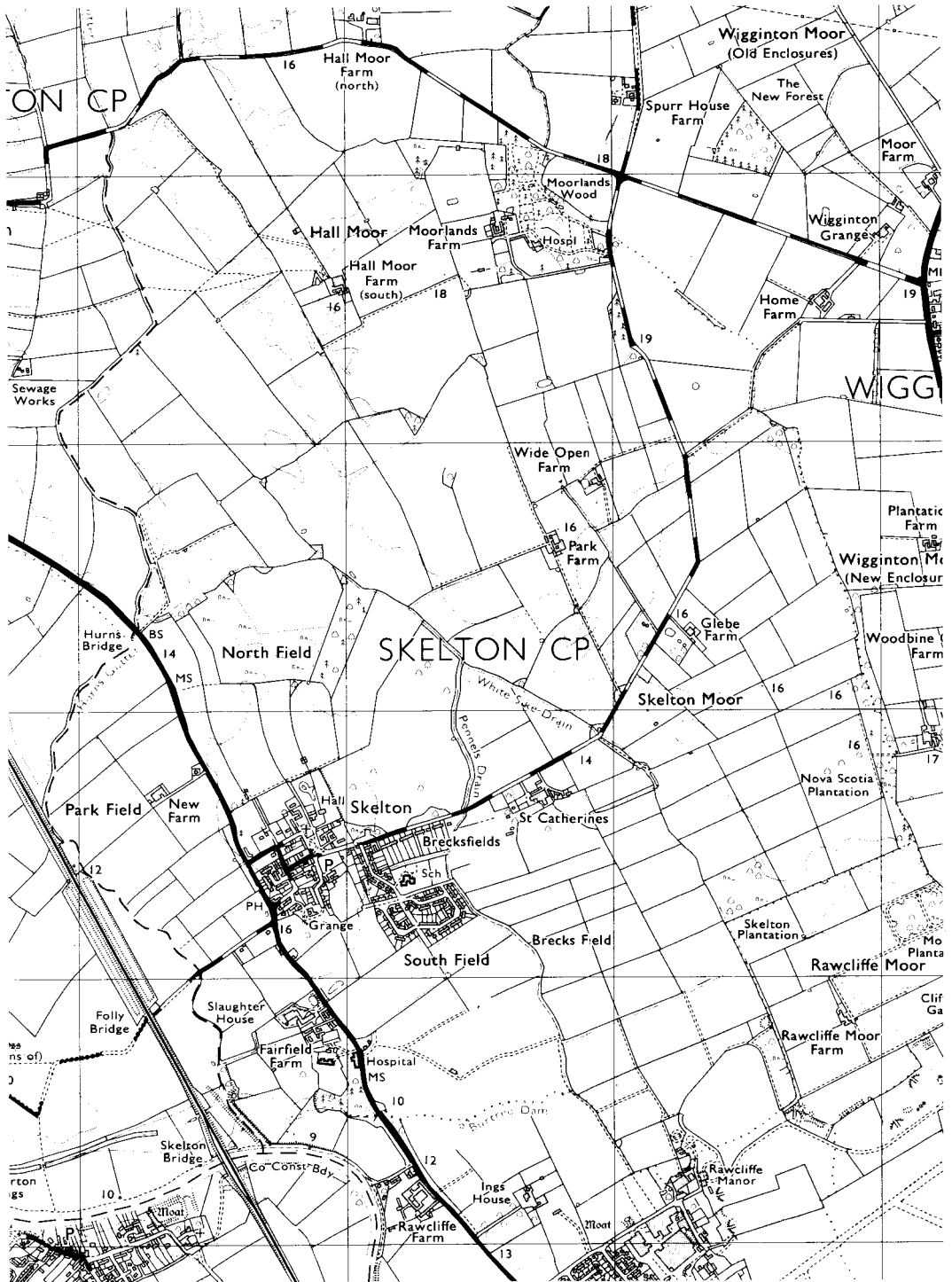


Figure 2.

Ordnance survey 1:25000 map of the Skelton area. Reproduced by kind permission of the Director of the Ordnance Survey.

Based partly on a Bootham School Survey of 1956,² it provides an excellent summary of these aspects of the village. One of the problems of the historical work was that the earliest detailed map available to the authors was the 1807 Enclosure map, kept in the Borthwick Institute of Historical Research, University of York, so that earlier maps in both the 1956 and 1971 surveys were extrapolated backwards from the 1807 map with the aid of contemporary documents, and necessarily had an element of conjecture in them. However, in 1981, Mrs Jennifer Kaner of York, researching into the Forest of Galtres in the archives of the North Yorkshire County Council at Northallerton, had her attention drawn in the papers pertaining to the disforestation of 1630, to a field map of Skelton, together with boundary descriptions of Skelton and of other townships receiving land from the royal forest. There were originally maps for the other townships, but these have not survived. Figure 1 is a tracing of the Skelton Map, with an accompanying list of names of fields and other features. At first sight it is a little confusing because it is not to scale, the eastern part being drawn to a smaller scale than the western area, and because it is torn down the western margin, with the loss of most of the map west of the present A19 road. There are few buildings included on the map and not many details of the village crofts and tofts because its primary concern was the apportionment of land. Nevertheless, the map enables a check to be made of some of the conjectures of the 1971 survey, many of which have in the event proved correct, and more insight to be gained into the medieval farming of the village and its relation to its nearby market, the City of York.

A comparison of the 1630 with the modern map (Figure 2), reveals that the layout of the village, its green and church, its fields, roads and sikes were recognisably similar to those of the present day. Apart from the exclusion of Rawcliffe Moor, the township boundaries have not changed. It is not known how old they are, but certainly many of them are much older than 1630.

The field names are almost as informative of the village history as the map itself. Some of them survive on the modern Ordnance Survey maps — Halmore (2), the Hernes (4), Northfield (7), The White Sike (14), Rockclife More (16), Breckfields (17), Buttrydams (28), Park field (33) — and a few are still in common use. There are many more in the 1742 township survey kept in the Borthwick Institute, the 1807 enclosure map and the first edition of the Ordnance Survey Map of 1856. They make an interesting illustration of survival and change in field names. One of their important features is that they do not contain any such as the

'Riddings' or 'Rodings', or names ending in '-hurst' or '-leah', which are characteristic of fields carved out of woodland. This implies that the fields in the vicinity of the village were cleared of trees at a very early date, before the fields were named. The fact that the Saxons in this area used so many village names ending in '-ton', like Skelton itself, points in the same direction, for this ending usually indicates a settlement in a cleared terrain. There is little evidence of pre-Roman activity in Skelton, though at neighbouring Overton there is a prolific mesolithic and neolithic flint site which must date from about 5000 B.C. It would not be surprising to find that much of the land had been cleared by or during the Roman period. It was, after all, very close to the large Roman garrison at York and directly connected by the river and a good road, and there is some evidence of Roman practice camps at Skelton and nearby Shipton. These were made during army exercises, and probably indicate an open countryside at this period. There is a thin scatter of Roman pottery and finds in the fields of Skelton. So the fragmentary archaeological evidence supports the idea, arising from the field names, of early forest clearance in the area.

On the other hand, some of the field names are those which are associated with medieval assarting, i.e. taking in land lying outside the original village fields, possibly during population expansions. Wendells (36) in the west of the township is one such name, a derivative of 'Wandales', a name usually associated in the northern Vale of York with cultivated fields outside the main open fields, while 'Breckfield' implies the breaking in of new ground to the east of the Southfield. In the absence of documentation, there is some uncertainty about the date of development of the Skelton fields, but there are a number of clues. Firstly, it can be seen that Pennells Sike (44) enclosing the Northfield and the Southfield, is earlier than the White Sike (14), because the latter is designed to feed into Pennells. Therefore the Breckfield, as its name suggests, is later than the North- and Southfields. However, amongst the medieval pottery which is plentiful on the fields between the village and the White Sike, there can be found specimens of the flat-rimmed gritty Norman pottery across all these fields, as well as many later medieval sherds.³ The fields between Pennells Sike and the White Sike are therefore very little later than the fields west of Pennells.

The Domesday Book shows that about 1,000 acres were under cultivation in Skelton at the end of the Saxon period, but that much had reverted to waste after the Harrowing of the North in 1069.⁴ It seems that the first fields to come back into

cultivation were the North- and Southfields, to be followed very shortly after by Breckfield, sometime in the late eleventh to twelfth centuries. Indeed it is thought that many of the wasted villages in North Yorkshire, listed in the Domesday Book, made a similar recovery.⁵ As well as bounding and draining the Breckfield, the White Sike drains the northern side of Rawcliffe township. This sike is mentioned in a charter of St Mary's Abbey referring to Rawcliffe in about 1250. The medieval village of Rawcliffe had moved from a location on the River Ouse some time before this. Thus the same series of charters describes Old Rawcliffe (Le Veyle Rouclif) as a field name, i.e. it was what is now described as a deserted village, ploughed out by 1250. The movement and the layout of the new Rawcliffe must have been a good many decades earlier. So an eleventh/twelfth century date for the White Sike would also fit the Rawcliffe information. The digging of the Skelton sikes therefore could be as early as the Norman period. They may be earlier still, as it is difficult to see how 1,000 acres of largely flat and low-lying terrain could have been brought into cultivation in the late Saxon period without an effective drainage system. However no recognisable Saxon pottery has been found in the Skelton fields to indicate cultivation at that time, and little in the Vale of York generally. It is one of the major archaeological problems of the area, though people now suspect that some of the 'Norman' gritty pottery may pre-date the conquest.

The 1630 map also provides some information on the shrinkage of arable land in the open fields in the later middle ages when population decreases and changing economic forces caused this to happen in many villages. This seems to have occurred on a considerable scale in the Skelton open fields. Firstly small fields near the village, such as Flatts (10) and Northfield Closes (6) in the Northfield and Soudlands (19) in the Southfield were enclosed; these are areas where rigg-and-furrow strips are still preserved in the pasture which followed the early enclosure in the open field. Secondly, fields were enclosed for meadow and pasture on the outer fringes of the open fields. This can be seen in the North-, South-, and Breckfields. The early date of these enclosures is confirmed by the pottery found in the fields. The Moorplattes (25), for example, has a much higher proportion of early unglazed medieval pottery than the Southfield where there is a greater proportion of the later glazed pottery. Enclosure can be clearly seen surviving in the westernmost of the Breckfield Closes (18), where the rigg-and-furrow of the Close is separated from that of the Breckfield itself by a field bank still in

good condition. Most of these pre-1630 enclosures were surviving as meadow and pasture in the 1742 survey, though many are under the plough at the present time. By 1742 the strips in the open fields were being farmed in groups under single ownerships, and the township was moving step-by-step to complete enclosure, culminating in the 1807 Parliamentary Enclosure Award for Skelton.

An aspect of village life is highlighted by the Smethybalke (22), i.e. the smiths field, the location of the present village inn, 'The Blacksmith's Arms' facing the A19 road. The name changes to the 'Smithycroft' on the 1807 map, and it had, within living memory, a working smithy. The house itself dates to the eighteenth century, and must have been the site of a smithy, and possibly an alehouse, for the two were often under the same roof, back to 1630 and beyond. The name Blacksmith's Arms is in fact frequently used in Yorkshire but curiously uncommon elsewhere.⁶

The village green presents some interesting features and problems. It was originally a rectangular shape with the church on the north, and houses on the other three sides. On the south side, where the Orchard Field now stands empty there can be seen medieval house platforms with cob (stone and clay) foundations for the vertical posts of timber walls, which probably pre-date the general introduction of brick in peasant houses in about 1650-1700 in this area. The existence of a village with a closed green is unusual in the Vale of York, where most are street villages, with two rows of houses facing each other across the main street, as at nearby Newton, Shipton and Sutton. While it is uncertain why Skelton differs from its neighbours in this way, it is known that many of the villages which were laid waste in the Harrowing of the North were replanned and rebuilt in the eleventh-thirteenth centuries,⁷ as both street- and green- villages. This in turn indicates perhaps one or two major landholders of sufficient authority to lay out a plan. It seems a strong possibility that the authorities of St Peter's, York, who were major landowners in Skelton before and after the Domesday survey, had a powerful voice in the planning of the village. This is reflected by the parish church, finished in 1247, built by the masons who had erected the north transept of York Minster, under the same Treasurer of York, John Romanus.⁸ However, the church and the village do not seem to have been laid out as part of the same scheme, for the church lies at an angle of some 20° to the direction of the green and its surrounding streets, although the churchyard itself conforms to the village plan. It seems most likely that the village was laid out, together with its fields, by the twelfth century at

the latest, during the revival after the Harrowing of the North, and that the church was built in the thirteenth century, perhaps on the line of an earlier building.

A village green in medieval times was part of the common grazing land and its purpose was at least partly for sheltering animals in times of wars or raids, or during bad weather, or from predators at night. In addition there were stockfolds behind the farm houses; what appears to be the remains of a stockfold survives as a poorly drained circular depression behind the house platforms in the Orchard Field. It is for security reasons that some greens in Northern England have narrow, convoluted entrances, which can easily be barred and defended. This is a characteristic of all the entrances to Skelton green except the main way eastward to the Town Moor, where animals would have been constantly herded in and out. The nearest similar arrangement is the green at the centre of Easingwold and its surrounding streets. Probably the narrow entrances were originally gated; gates, called 'lydgates', survived on the village green at Heighington in County Durham, for example, until the turn of the present century, though they are not indicated at Skelton on the 1630 map.

Before leaving the centre of the village, it should be noticed that the church is drawn with a west tower having a flat roof. Stapleton and Thompson⁹ give Thomas Gent's (1731) description of a 'little covered steeple' on the West end of the church, in addition to the present stone bell tower. The steeple was removed when the roof was renewed in the early nineteenth century.¹⁰ Evidently it was a wooden structure, for there is no sign that the fabric of the west end has ever had a stone tower incorporated.

From the village green, tracks radiated out to the arable fields, to the Parkfield on the west of the present A19 road, the Northfield, the Southfield and the Breckfield. The most constantly used road must have been the present Moorlands Road leading eastward from the green. In medieval times this was a funnel-shaped piece of common ground called the Outgaung (13) interconnecting the green and the Town Moor. Here the cattle were herded daily, and, a little out of the village, were the pond for watering them and the pinfold for impounding strayed animals. Both have disappeared within living memory. The name Outgaung and its funnel-shape are frequently found in Yorkshire villages.

The cattle on the Town Moor were kept out of the arable fields by the sikes, Pennells Sike before the assarting and bringing into cultivation the Breckfield, and after that, the White Sike protecting the Breckfield. This role of the sikes, in

separating arable from pastoral land, is a common device in medieval villages; the Scawsyke at Newton-on-Ouse seems to have had the same function.¹¹ A similar use of sikes is on the township boundaries, for it was obviously necessary to contain animals within the village grazing rights. There are sikes along the boundaries with Overton and Shipton (Hurns Gutter) and on the east with Wigginton. These sikes, like Pennells and the White Sike, must be very ancient. A further means of preventing straying of cattle to the neighbouring townships was the placing of gates on the roads where they cross the township boundary, shown on Figure 1.

The 1630 map shows the early routes which passed through the township. Clearly the most important, and marked in thick lines indicating that it was hedged on both sides, was what is now the A19 road from York. This road, although originating for some of its length in a Roman road, apparently in the middle ages led north only for two miles to Shipton, whence it swung westward to cross the Ouse to join the Great North Road. It was not, therefore the main road to Easingwold and Thirsk as it is today. This role was played by the dotted road (40), 'the road from Crayke to York', which is still in existence from its intersection with road (41) northward to Huby and beyond. There is nothing definitely identifiable south of this intersection. These medieval unsurfaced roads, no more than dirt trackways, do not survive later ploughing. This old road has very ancient origins. In a document dated about 1300,¹² there is a complaint that the King's officers of the Forest of Galtres were preventing the people of Easingwold and Huby 'from making their way through the forest from Easingwold to Huby and from Huby to York and toward every other village, unless they pay a heavy and arbitrary ransom, although they and their ancestors from time immemorial used to enjoy such a road'. Four years after the disforestation, in 1634, the villagers of Skelton, newly possessed of the tract of the forest falling in the eastern part of the township, decided to put a stop to the use of this ancient road by making ditches and earthworks across it near Corban. This was probably, as Stapleton suggests, to the south of the crossroads of Corban Lane with the ancient road, near the present Moorlands wood. The Skelton folk obviously wished to test their right of preventing the undesirables from Huby and elsewhere from crossing their new grazing lands. They failed in this attempt and were fined for their pains.¹³ The ancient road probably continued in use until the A19 road from York to Easingwold was turnpiked in 1752, making it redundant.

The 1630 map throws light on a few more features of the village history. It shows a windmill in the Milnefield (37) at the south-west corner of the township, a convenient point for access to York by road or river, confirming Stapleton's¹⁴ deduction from the literature of this period. It also shows the Lady Stone at the south-east corner of the township. This must have been a prominent boundary stone, but it has disappeared, whether in 1807 when this ceased to be a Skelton boundary, or in the R.A.F. construction of a bomb dump here in 1939-45, is not known. Chapplebrig (31) is intriguing, for no chapel is known in this part of Skelton township. The lost village of Old Rawcliffe was, however, in this vicinity, and the Chapplebrig may have been overlooked by a chapel which survived the old village.

To summarise, then, the 1630 map provides interesting confirmation of a number of historical

points in Stapleton and Thompson's *Skelton Village — The Continuing Community*. It also shows that the green, the Outgaung with its pond and pinfold, the arable fields and closes, the Town More, the sikes, the mill and the roads, which might appear unconnected to the casual observer, comprise the integrated layout of a working medieval village. The population was dependent on the successful co-operative working of the mixed arable and pastoral farming. That York was a major market for its produce can hardly be doubted. The position of the mill on the piece of the township adjacent to the river is possibly an indication of this. And the fact that Skelton underwent such a large diminution in its arable acreage in the later middle ages may well be connected with the nadir in the fortunes of the City between 1460 and 1560. There is clearly much scope for further investigation of the relation of York with the villages in its hinterland.

NOTES

1. H. E. C. Stapleton and M. J. A. Thompson, *Skelton Village — The Continuing Community* (York, 1971).
2. Bootham School Natural History and Archaeology Societies, *Two Country Parishes. A survey of the Natural History of the Parishes of Skelton and Overton* (1955 and 1956).
3. M. Holmes, *York and its hinterland*. Unpublished B.A. Dissertation (York University, 1984).
4. H. E. C. Stapleton and M. J. A. Thompson, *op. cit.* in note 1, p.5.
5. J. A. Sheppard, 'Medieval village planning in northern England; some evidence from Yorkshire', *Journal of Historical Geography* (1976) 2, 1, pp.3-20.
6. J. Larwood and J. C. Hotten, *English Inn Signs* (London, 1957).
7. J. A. Sheppard *op. cit.* in note 5, pp.17-18.
8. E. A. Gee, 'York Masons' Marks in the thirteenth century', *Yorkshire Philosophical Society Annual Report* (1984), p.67.
9. H. E. C. Stapleton and M. J. A. Thompson, *op. cit.* in note 1, p.77.
10. H. E. C. Stapleton and M. J. A. Thompson, *op. cit.* in note 1, p.78.
11. Newton-on-Ouse Local History Group, *Three Yorkshire Villages. Historical studies of Beningbrough, Linton-on-Ouse and Newton-on-Ouse* (1973), p.10.
12. *North Riding Record Series. New Series, Vol. III*, p.235.
13. H. E. C. Stapleton and M. J. A. Thompson *op. cit.* in note 1, p.7.
14. H. E. C. Stapleton and M. J. A. Thompson *op. cit.* in note 1, p.9.

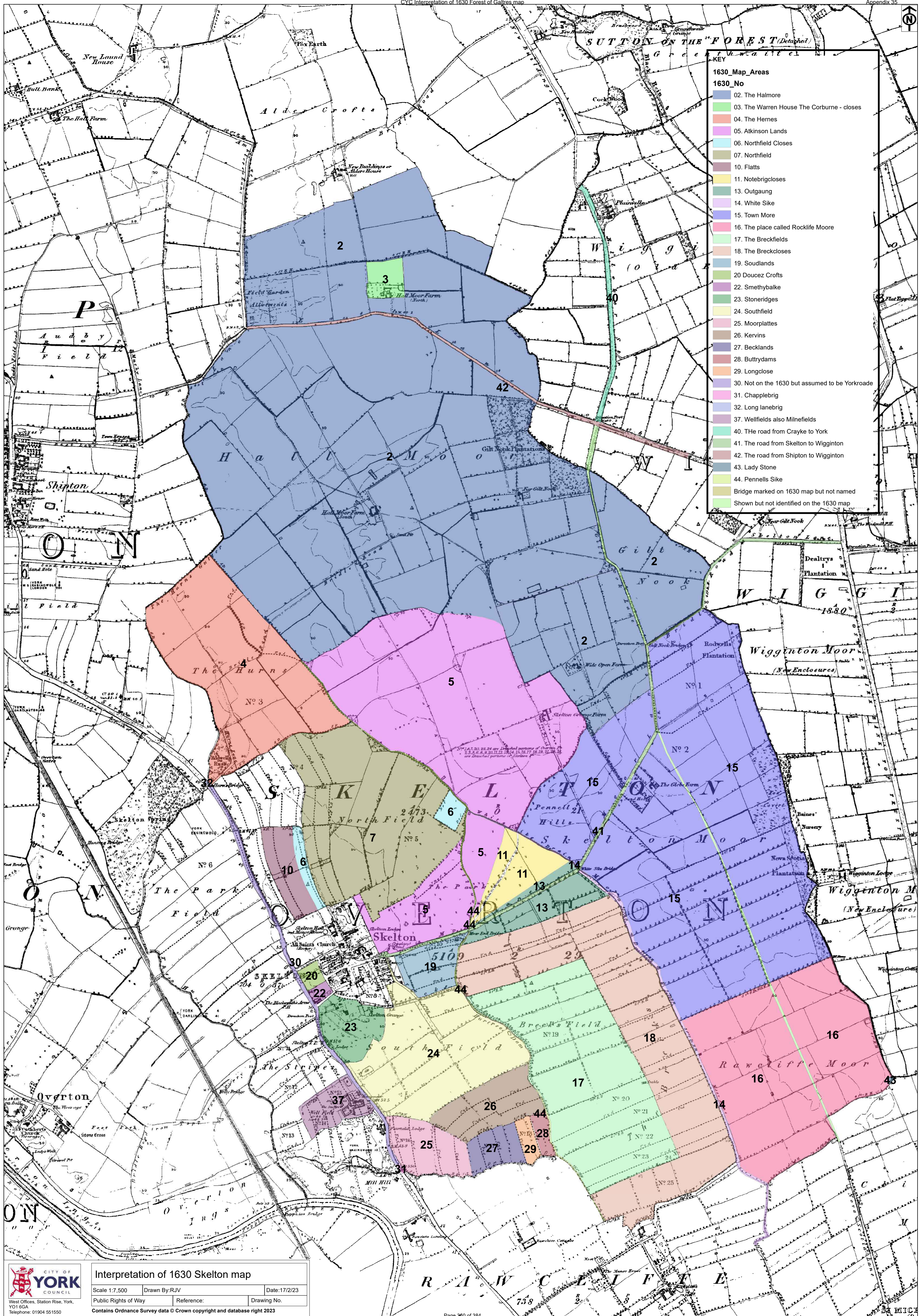
Acknowledgements

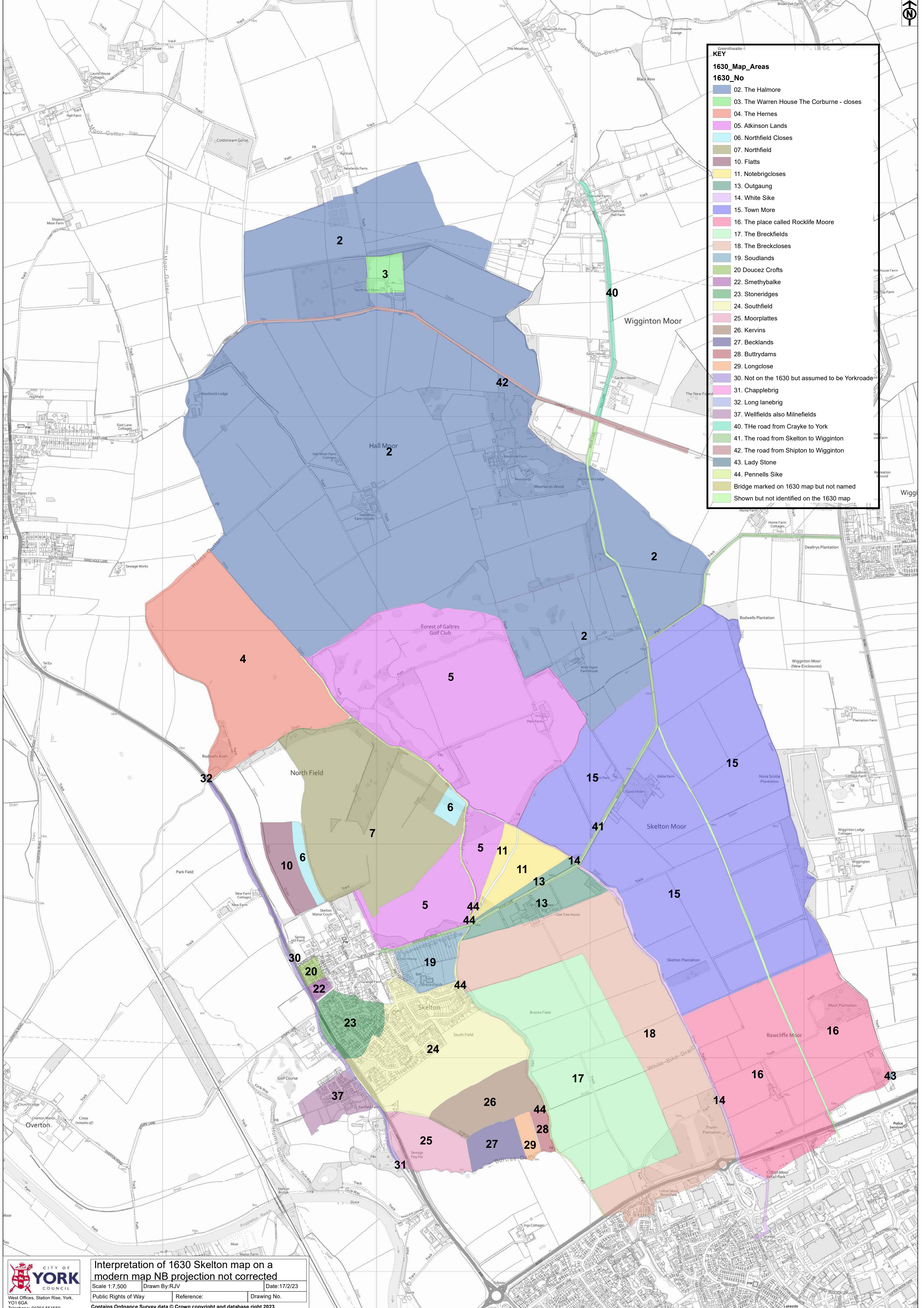
I thank Mrs Jennifer Kaner for bringing the 1630 map to my attention, Barry Harrison for reading a draft of this paper, Mark Holmes of York University Department of Archaeology for his contribution to Skelton history, Geoffrey Procter for permission for fieldwork and Wilf Ling for access to Orchard Field. The map is in the North Yorkshire County Record Office (ref. MIC 1282) and has been made available by courtesy of Captain V. M. Wombwell. I have been encouraged in this work by the interest of Skelton Village Trust and Parish Council, the villagers of Skelton, Canon Henry Stapleton and members of York Excavation Group.

Appendix 35

CYC interpretation of 1630 Forest of Galtres map

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021





Appendix 36

Land Registry documents

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021



Official copy of register of title

Title number NYK362621

Edition date 27.11.2008

- This official copy shows the entries on the register of title on 12 AUG 2019 at 11:59:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Aug 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE : HAMBLETON

- 1 (24.10.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the north of Shipton Road, Skelton, York.
- 2 (24.10.2008) The Conveyance dated 29 March 1939 referred to in the Charges Register contains the following provision:-

It is hereby declared that the Sub-Purchaser shall not become entitled to any right of light or air or other easement which would prejudicially affect the user by the Purchaser or the persons deriving title under him of any adjoining or neighbouring land of the Purchaser for building or any other purposes.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (27.11.2008) PROPRIETOR: MARION ANITA BLACKER of White House Farm, Newton on Ouse, York YO30 2BN.

C: Charges Register

This register contains any charges and other matters that affect the land.

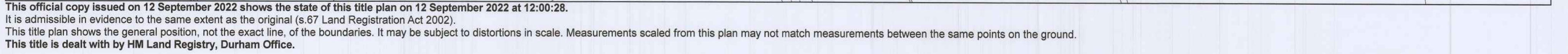
- 1 (24.10.2008) By a Conveyance of the land in this title dated 29 March 1939 made between (1) The Public Trustee (2) John William Procter and (3) Nigel Blacker the land was conveyed subject as follows:-

SUBJECT ALSO to the subsisting rights of way across the fields numbered 134, 128, 127 and 70 on the said plan.

NOTE: Copy plan filed.

Title number NYK362621

End of register



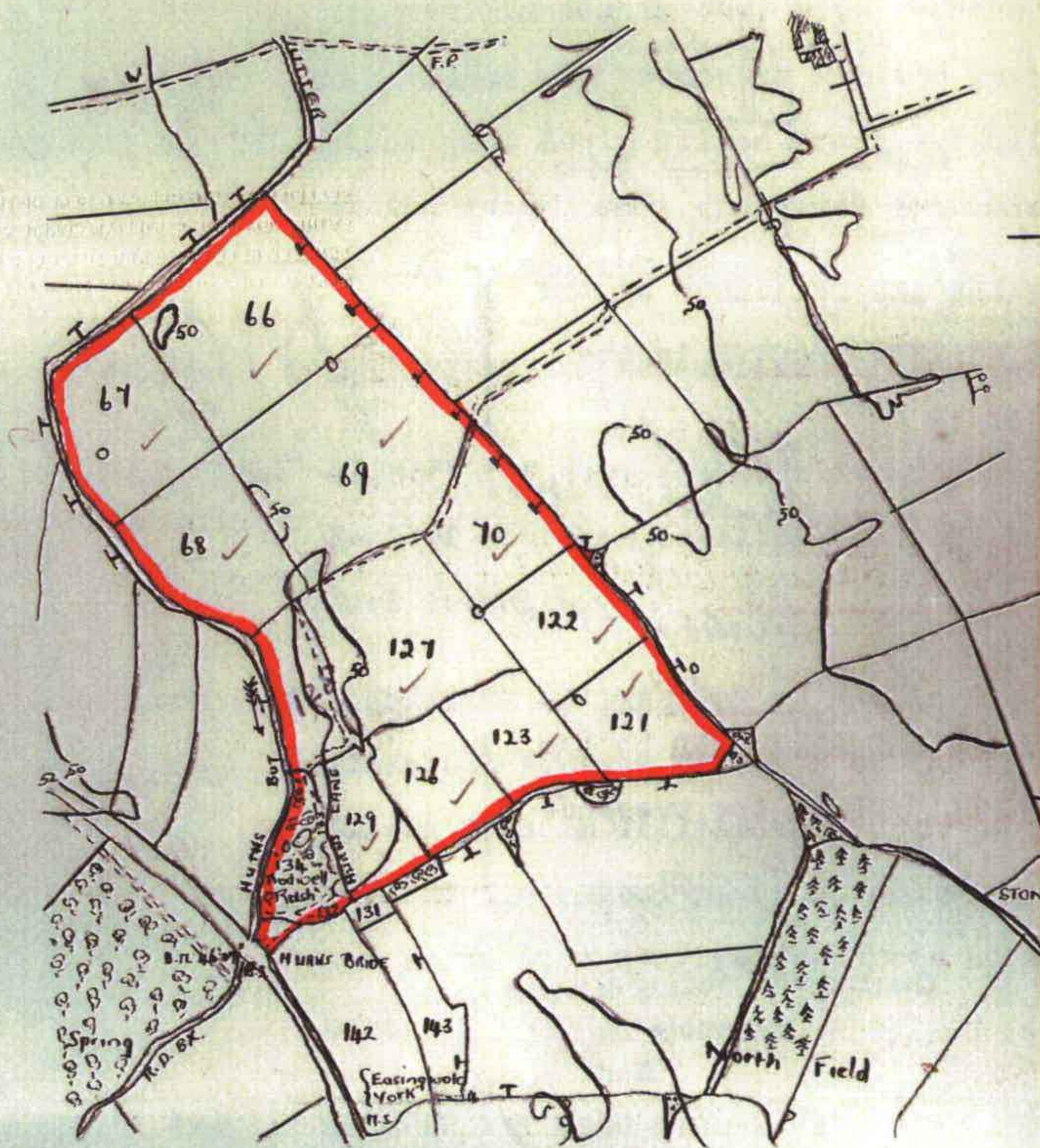
These are the notes referred to on the following official copy

Title Number NYK362621

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Copy plan to Conveyance 29.03.1939



Official copy of register of title

Title number NYK411664

Edition date 12.05.2015

- This official copy shows the entries on the register of title on 15 OCT 2021 at 12:33:26.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Oct 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

YORK

- 1 (09.01.2014) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of Spring Hill, Church Lane, Skelton, York.
- 2 (09.01.2014) The land has the benefit of the following rights reserved by a Conveyance of other land dated 30 November 1999 made between (1) Jean Anne Proctor (the Donor) (2) The Donor, Geoffrey Walker Proctor, Philip John Proctor, Suzanne Elaine Proctor (the Trustees) and (3) The Trustees and James Geoffrey Proctor:-

RESERVING

(a) right of way at all times and for all purposes with or without animals and vehicles of all descriptions over the roadway shown coloured yellow on the said plan subject to the payment of a fair proportion according to user of the cost of maintaining the surface of the said roadway in good repair and condition

(b) the right to continue to discharge the sewage water and soil and to take supplies of water gas and electricity and a telephone service into and through the drains pipes wires and cables now laid in over or under the property hereby conveyed and also the right to enter the property hereby conveyed (where necessary) with or without workmen and all necessary materials machinery and appliances for the purpose of inspecting maintaining repairing and renewing such drains pipes wires and cables subject to the person or persons doing as little damage as possible in the exercise of them and making good or paying reasonable compensation for all damage which may be caused.

NOTE: Copy plan filed under NYK313271.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

Title number NYK411664

B: Proprietorship Register continued

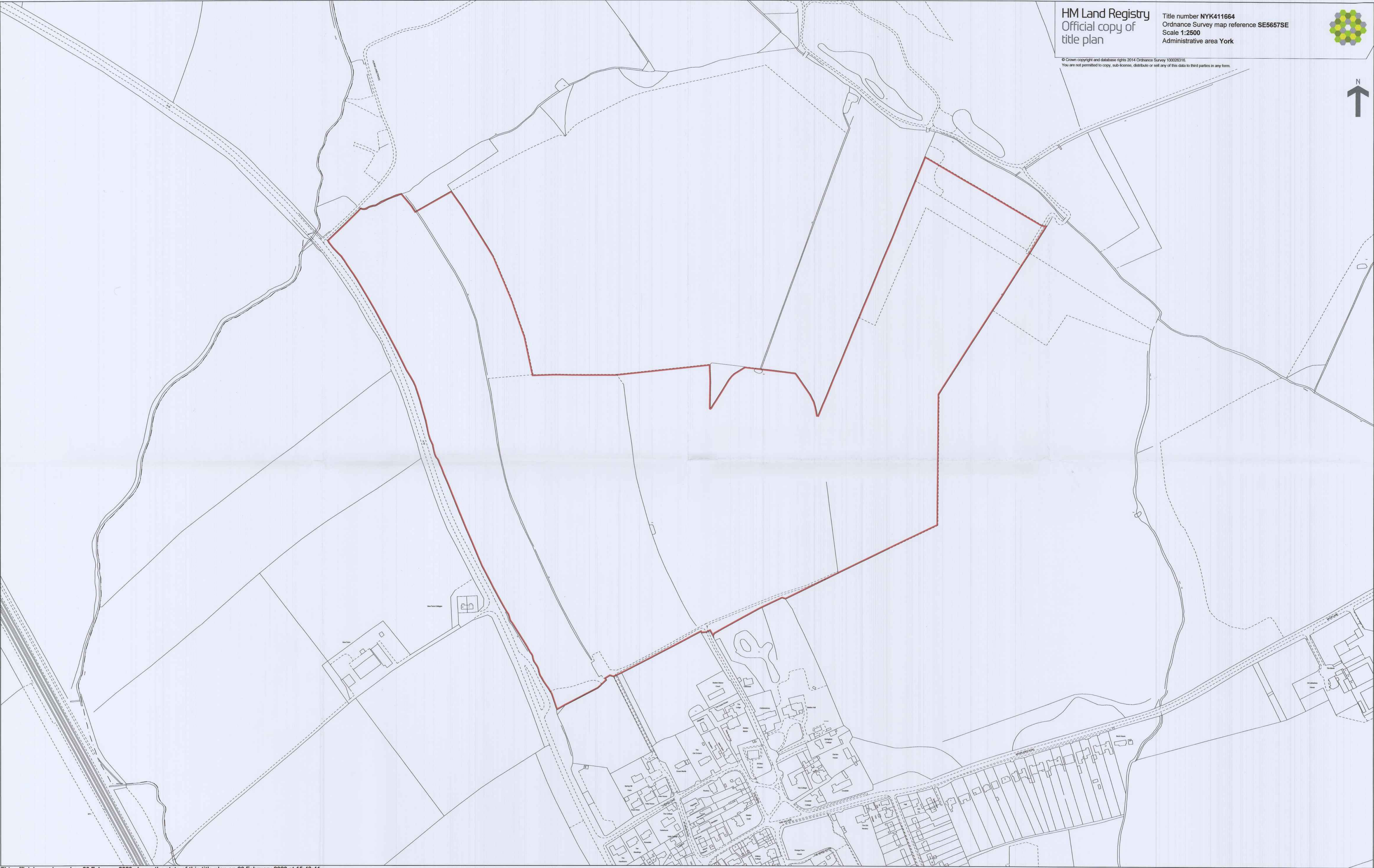
- 1 (09.01.2014) PROPRIETOR: GEOFFREY WALKER PROCTER of Moor Park, Skelton Lane, Wigginton, York YO32 2RF.
- 2 (09.01.2014) The value stated as at 9 January 2014 was £600,000.
- 3 (09.01.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 December 2013 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (09.01.2014) REGISTERED CHARGE dated 20 December 2013.
- 2 (09.01.2014) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Credit Documentation Department, 8th Floor, 1 Hardman Boulevard, Manchester M3 3AQ.

End of register



This official copy issued on 20 February 2023 shows the state of this title plan on 20 February 2023 at 15:43:41.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.



Official copy of register of title

Title number NYK95697

Edition date 25.04.2019

- This official copy shows the entries on the register of title on 15 OCT 2021 at 12:53:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Oct 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

YORK

- 1 (15.11.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Stud Farm and land lying to the south west of Corban Lane, Wigginton.
- 2 (15.11.1990) The land tinted green on the filed plan is not included in this title.
- 3 (15.11.1990) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 20 May 1955 made between (1) Reginald Joseph Mounsey and others (Vendors) (2) William Haughton Sessions and others (Mortgagees) and (3) Thomas Dalby and Ernest Dalby (Partners):-

TOGETHER with such rights of drainage and other easements as may now exist over the Vendors adjoining property known as The Moorlands and Moorlands Wood with all necessary rights of access for the purpose of maintenance repair and replacement the Partners or their successors in title making good all damage caused by the exercise of such rights

RESERVING NEVERTHELESS unto the Vendors and their successors in title:-

(1) Full rights of way at all times and for all purposes over the land hatched red on the plan hereto annexed in common with all other persons entitled thereto the Vendors or their successors in title paying a fair and proportionate part of the cost of the upkeep of the said land hatched red

(2) Such rights in common with the Partners and their successors in title over and under the said land hatched red as may be necessary for effectuating and maintaining the system of drainage and the supply of gas water and electricity to the two cottages and the wash-house on the North West side thereof the Vendors or their successors paying the costs of such work and making good all damage caused thereby

(3) A right of access for the Vendors or their successors in title or their Tenants or occupiers for the time being of the two cottages adjoining the farm cottage hereby contracted to be sold from the said two cottages to the wash-house on the North West side thereof

Title number NYK95697

A: Property Register continued

(4) All necessary rights of connecting to and using and maintaining the water pipe now laid under the farm road the Vendors making good all damage caused by the exercise of such rights.

NOTE: Copy Plan filed.

- 4 (09.09.1992) The filed plan has been amended.
- 5 (22.08.1995) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 (22.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered NYK168913 in green on the filed plan dated 28 July 1995 made between (1) Raymond Dobson and Hazel Alice Dobson (Vendors) and (2) Herbert Bainbridge Dent and Barbara Ann Dent (Purchasers):-

"The Property is transferred together with the rights set out in the First Schedule

There are reserved out of the property for the benefit of the retained land the rights set out in the Second Schedule

FIRST SCHEDULE The Appurtenant Rights

1. the free and uninterrupted right of connection to and passage of water soil electricity and other services into and through the service installations now constructed in or under the adjoining land now or formerly of the Vendors together with full rights to enter on such land at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of inspecting repairing enlarging relaying cleansing renewing removing maintaining and replacing such service installations doing as little damage as possible and forthwith making good any damage thereby occasioned the Purchasers paying a due and proportionate part of the expense of keeping the service installations in good repair and condition
2. the right of support from such adjoining land for the Property
3. to go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the accessway to Field O.S. Pt. 5948 at the points marked X on the plan the Purchasers paying the expense of maintaining the same in good repair and condition

SECOND SCHEDULE The Reserved Rights

1. the free and uninterrupted right of connection to and passage of water soil electricity and other services into and through the service installations now constructed in or under the Property together with full rights to enter on the Property at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing and maintaining such service installations the Vendors or other the person exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned
2. the right of support from the Property for the adjoining land and buildings of the Vendors
3. the right to go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the part of the shared accessway included in the Property between the points W X Y & Z on the Plan the Vendors or persons exercising such rights paying a due and proportionate part of the expense of maintaining such shared accessway in good repair and condition
4. the right to go pass and repass with or without vehicles or on foot only (as appropriate) at all times over the Property between the points

Title number NYK95697

A: Property Register continued

A B & C on the plan for all purposes in connection with the use and enjoyment of the land retained as a fishing pond being O.S. Nos 4089 and Pt. 4100 the Vendors keeping such access in good repair and condition."

NOTE 1: "the Property" means that part of the Vendor's Land known as Stud Farm Moorlands Skelton Lane Wigginton aforesaid and shown edged red on the attached plan

"the Retained Land" means the remainder of the Vendor's Land shown edged blue on the attached plan.

NOTE 2: Original Transfer filed under NYK168913.

7 (18.09.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered NYK169787 in green on the filed plan dated 11 August 1995 made between (1) Raymond Dobson and Hazel Alice Dobson and (2) Brian Bostock and Margaret Rosanne Bostock:-

"The Transferors hereby grant unto the Transferees and their successors in title the owners or occupiers for the time being of the property hereby transferred:-

(a) The free and uninterrupted right of connection to and passage of water soil electricity and other services into and through the service installations now constructed in or under the adjoining land now or formerly of the Transferors together with full rights to enter on such land at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of inspecting repairing enlarging re-laying cleansing renewing removing maintaining and replacing such service installations doing as little damage as possible and forthwith making good any damage thereby occasioned the Transferees paying a due proportionate part of the expenses of keeping the service installations in good repair and condition

(b) The right of support from such adjoining land for the property hereby transferred

(c) To go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the shared access way to Moor Lane between the points W and Y and Y and A on the plan bound up within the Transferees paying a due and proportionate part of the expense of maintaining the whole of the shared access way in good repair and condition

There is reserved unto the Transferors and their successors in title the owners or occupiers for the time being of the remainder of the land comprised in the title above mentioned:-

(a) The free and uninterrupted right of connection to and passage of water soil electricity and other services into and through the service installations now constructed in or under the property hereby transferred together with full rights to enter on the property hereby transferred at all reasonable time and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting re-laying cleansing renewing replacing enlarging repairing removing and maintaining such service installations the Transferors or other the person exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned

(b) The right of support from the property hereby transferred for the adjoining land and buildings now or formerly belonging to the Transferors

(c) The right to go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the part of the shared access way included in the property hereby transferred between the points D and Y on the plan the Transferors or persons exercising such right paying a due and proportionate part of the expense of maintaining such shared access way in good repair and condition."

Title number NYK95697

A: Property Register continued

NOTE: Original Transfer filed under NYK169787.

- 8 (24.02.1997) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered NYK187735 in green on the filed plan dated 23 December 1996 made between (1) Raymond Dobson and Hazel Alice Dobson (Transferors) and (2) Richard Padgett (Transferee):-

"Rights Granted to the Transferee

(a) The free and uninterrupted right of connection to and passage of water soil electricity and other services into and through the service installations now constructed in or under the adjoining land nor or formerly of the Transferors together with full rights to enter on such land at all reasonable times upon giving reasonable notice (except in the case of emergency) for the purpose of inspecting repairing enlarging relaying cleansing renewing removing maintaining and replacing such service installations doing as little damage as possible and forthwith making good any damage thereby occasioned the Transferee paying a due and proportionate part of the expense of keeping the service installations in good repair and condition

(b) The right of support from the adjoining land for the benefit of the property hereby transferred

(c) To go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the shared accessway to Moor Lane, Wigginton between the points D and W on the said plan annexed hereto the Transferee paying a due and proportionate part of the expense of maintaining the whole of the shared accessway in good repair and condition

Rights excepted and reserved to the Transferors

(a) The free and uninterrupted right of connection to and passage of water soil electric and other services into and through the service installations now constructed in or under the property together with full rights to enter upon the property at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purpose of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing and maintaining such service installations the Transferors or other the persons exercising such rights doing as little damage as possible and forthwith making good any damage thereby occasioned

(b) The right of support from the property for the adjoining land or buildings now or formerly of the Transferors

(c) The right to go pass and repass with or without vehicles or on foot only (as appropriate) at all times over and along the part of the shared accessway included in the property the transferors or persons exercising such rights paying a due and proportionate part of the expense of maintaining such shared accessway in good repair and condition

(d) The right for the Transferors and their successors in title and the owners and occupiers for the time being of the cottages known as 1 and 2, Stud Farm Cottages to go and repass on foot only at all times over and along and through the passageway forming part of the property to gain access to and from the adjoining land to the north

(e) The right for the Transferors and their successors in title to enter upon so much of the rear part of the property as shall be necessary and upon reasonable notice being given to maintain the gable wall of the building retained by the Transferors and forming part of the northern boundary of the property the transferors making good any damage caused to the property"

NOTE: Original Tranfer filed under NYK187735.

- 9 (07.01.2000) By a Deed of Release and Transfer dated 7 December 1999 made between (1) Raymond Dobson and Hazel Alice Dobson and (2) Herbert Bainbridge Dent and Barbara Ann Dent the rights reserved by the

Title number NYK95697

A: Property Register continued

Transfer dated 28 July 1995 were released as therein mentioned.

NOTE: Original filed under NYK231404.

- 10 (18.09.2002) The land has the benefit of the following rights reserved by the Transfer dated 16 September 2002 referred to in the Charges Register:-

"Rights reserved out of the Property for the benefit of the Retained Land

1. A full and free right to use the underground sewer pipe and electricity cables serving the Retained Land and located in a trench in the approximate position shown coloured blue on the plan TOGETHER WITH the right upon giving 24 hours written notice to the Transferee or his successors in title (except in emergency) to enter and be upon the Property with or without workmen tools and appliances in order to inspect maintain and repair the said sewer pipe or electricity cable provided that all damage caused is immediately rectified

2. The right with or without workmen tools and appliances to enter upon the Property but only so far as is necessary and not further or otherwise in order to inspect maintain and repair the building between the points shown marked A, Y and Z on the Plan"

NOTE: Original Transfer filed under NYK270547.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (15.11.1990) PROPRIETOR: RAYMOND DOBSON and HAZEL ALICE DOBSON of Moorlands Farm, Skelton Lane, Wigginton, York (YO32 2RF).
- 2 (26.09.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 12 September 2012 in favour of Just Retirement Money Limited referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.11.1990) The land is subject to the provisions of a Wayleave Agreement dated 15 November 1954 in favour of the North Eastern Electricity Board.

NOTE: Original filed.

- 2 (15.11.1990) The land is subject to the provisions of a Wayleave Agreement dated 5 November 1982 in favour of the North Eastern Electricity Board.

NOTE: Original filed.

- 3 (15.11.1990) An Agreement dated 29 October 1990 made between (1) The Ryedale District Council and (2) William Austin Fisher and Kenneth William Henry Bloor made pursuant to Section 106 of the Town and Country Planning Act 1990 relates to the development of the land in this title. The said Agreement also contains restrictive covenants.

NOTE: Original filed.

- 4 (21.04.1992) The land is subject to the rights granted by a Deed dated 10 September 1991 made between (1) Raymond Dobson and Hazel Alice Dobson and (2) Philip Harvey Dobson.

Title number NYK95697

C: Charges Register continued

NOTE: Original filed.

- 5 (21.04.1992) The land is subject to the rights granted by a Deed dated 10 September 1991 made between (1) Raymond Dobson and Hazel Alice Dobson and (2) Graham Robert Dobson.

NOTE: Original filed.

- 6 (23.02.1995) The land is subject to the following rights granted by a Transfer of the land edged and numbered NYK163167 in green on the filed plan dated 7 December 1994 made between (1) Raymond Dobson and Hazel Alice Dobson (Transferors) (2) Geoffrey Walker Procter and others (Trustees) and (3) James Geoffrey Procter:-

"TOGETHER with all necessary rights of drainage through or under the retained land of the Transferors to the North of the property hereby transferred TOGETHER with all necessary rights of access upon the said retained land both with or without machinery in order to repair maintain and renew such drains and dykes as serve the property hereby transferred."

NOTE: The retained land referred to is the land remaining in this title.

- 7 (07.01.2000) The land so far as it is affected thereby is subject to the rights granted by a Deed dated 7 December 1999 made between (1) Raymond Dobson and Hazel Alice Dobson and (2) Herbert Bainbridge Dent and Barbara Ann Dent.

NOTE: Original filed under NYK230280

- 8 (18.09.2002) The land is subject to the following rights granted by a Transfer of the land edged and numbered NYK270547 in green on the filed plan dated 16 September 2002 made between (1) Raymond Dobson and Hazel Alice Dobson (Transferors) and (2) Graham Robert Dobson (Transferee):-

"Rights granted for the benefit of the Property

1. A full and free right of way at all times and for all purposes (so far as the Transferors are able to do so but not further or otherwise) over the access road 15 feet wide shown coloured brown on the Plan

.....
..

3. The right with or without workmen tools and appliances to enter onto the Retained Land (being the balance of the property owned by the transferor and registered under title number NYK95697 and each and every part thereof) but only so far as is necessary and not further or otherwise in order to inspect maintain repair and replace the fence between the points shown marked A, B, C and D on the plan"

NOTE: Original Transfer filed under NYK270547.

- 9 (18.09.2002) The land is subject to the following rights granted by a Transfer of the land edged and numbered NYK270546 in green on the filed plan dated 17 September 2002 made between (1) Raymond Dobson and Hazel Alice Dobson (Transferors) and (2) Philip Harvey Dobson (Transferee):-

"Rights granted for the benefit of the Property

A full and free right of way at all times and for all purposes (so far as the Transferors are able to do so but not further or otherwise) over the access road 15 feet wide shown coloured brown on the Plan"

NOTE: Copy Plan filed under NYK270546.

- 10 (26.09.2012) REGISTERED CHARGE dated 12 September 2012 affecting also title NYK231404.

- 11 (13.07.2016) Proprietor: JUST RETIREMENT MONEY LIMITED (Co. Regn. No. 9415215) of Vale House, Roebuck Close, Bancroft Road, Reigate, Surrey RH2 7RU.

Title number NYK95697

C: Charges Register continued

12 (26.09.2012) The proprietor of the Charge dated 12 September 2012 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



Official copy of register of title

Title number NYK260274

Edition date 17.06.2002

This official copy shows the entries on the register of title on 17 JUL 2018 at 15:28:44.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 17 Jul 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

YORK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hall Moor Farm, Shipton Lane, Wigginton.
- 2 (10.01.2002) The Transfer dated 17 December 2001 referred to in the Charges Register contains a provision as to boundary structures and as to the exclusion of the operation of Rule 251 of the Land Registration Rules 1925 as therein mentioned.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (10.01.2002) PROPRIETOR: ANDREW JEREMY BARROWMAN of Barrowby Hall, Barrowby Lane, Garforth, Leeds LS25 1NF.
- 2 (10.01.2002) The price stated to have been paid on 17 December 2001 was £1,720,000.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (24.10.1990) The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 1 October 1990 made between (1) James Frederick Stephenson and (2) John Kenneth Foster and Mavis Foster and Richard Kenneth Foster:-

SUBJECT as to the land shown edged blue on the said plan to a right in favour of the owners and occupiers for the time being of Hall Moor Farm South to the supply of water from the main road through the existing pipe across O S 0331 (the approximate course of which is shown by a

Title number NYK260274

C: Charges Register continued

broken blue line on the said plan) and all appropriate rights of access onto O S 0331 to maintain repair replace and cleanse the said water pipe.

NOTE :-The broken blue line referred to has been reproduced on the filed plan.

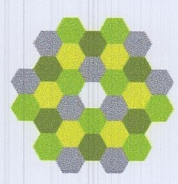
- 2 (10.01.2002) The land is subject to the rights reserved by a Transfer of the land in this title dated 17 December 2002 made between (1) Crichton Farms Limited and (2) Andrew Jeremy Barrowman.

-NOTE: Copy in Certificate.

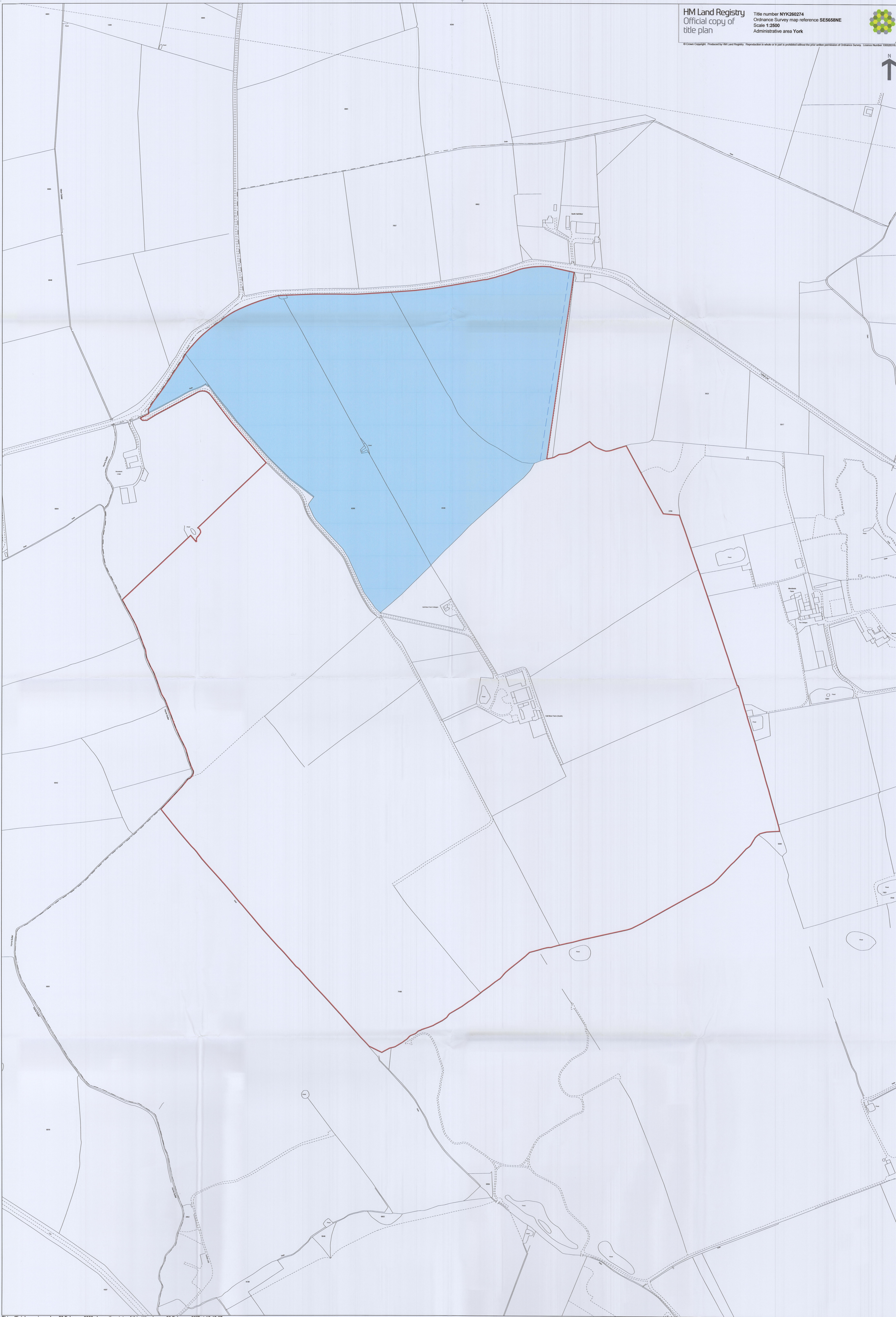
End of register

HM Land Registry
Official copy of
title plan

Title number NYK260274
Ordnance Survey map reference SE5658NE
Scale 1:2500
Administrative area York



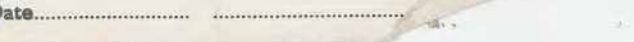
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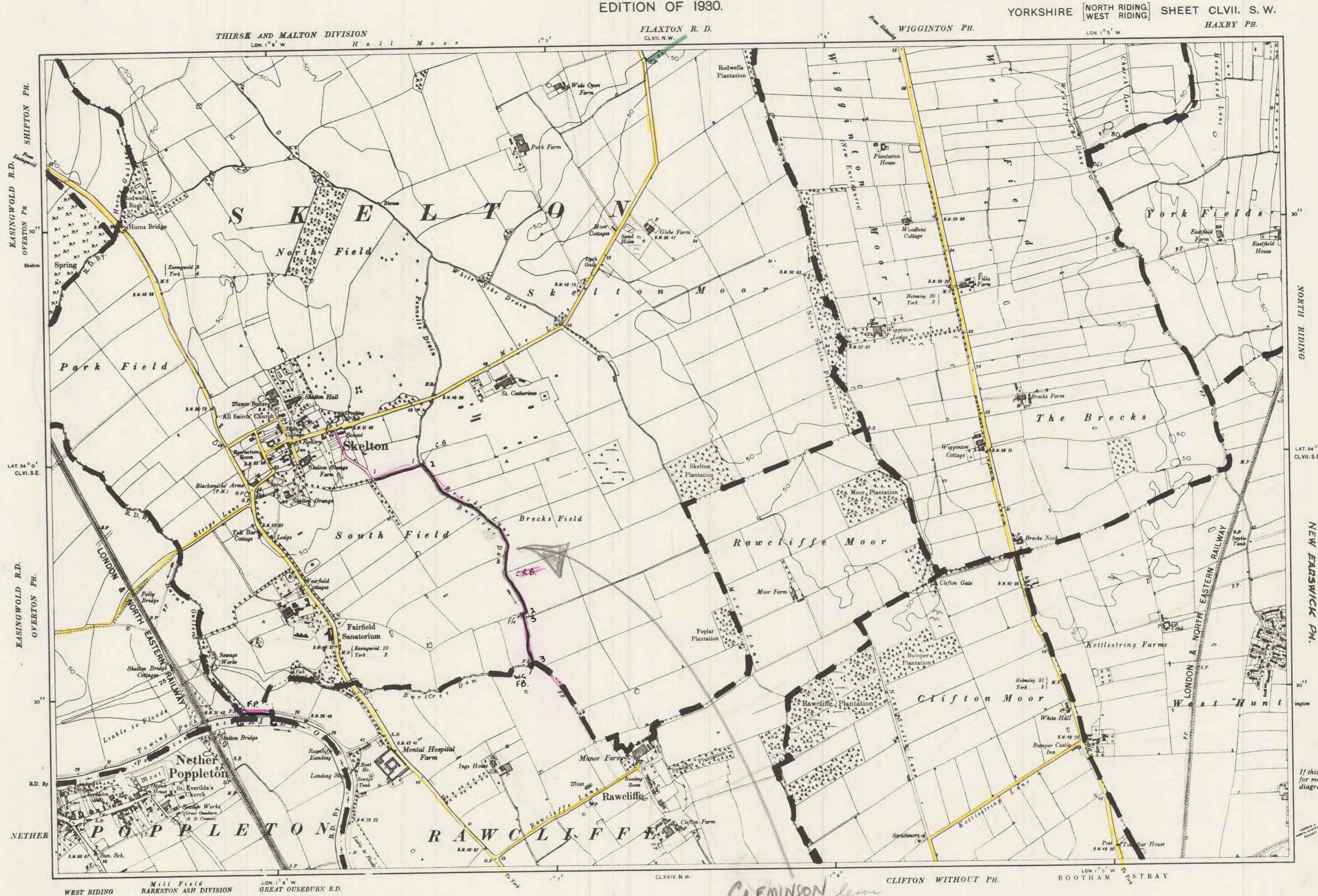


Appendix 37

Skelton Parish maps 1950s

STATEMENT OF CASE OF THE COUNCIL OF THE CITY OF YORK PUBLIC BRIDLEWAY SKELTON 12 MODIFICATION ORDER 2021





NORTH RIDING OF YORKSHIRE COUNTY COUNCIL

PARISH of **SKELTON** in the
Rural District of **FLAXTON**

Urban District of
Borough- (Delete whichever is inapplicable)

PLAN DRAFT
PROVISIONAL
DEFINITIVE

(Delete whichever is inapplicable)

Plans are numbered thus—3/5/43 S.W. in the right hand corner.

The first number indicates the sheet number of the map of parish or district.

The second number indicates the total number of sheets in parish or district.

The third number indicates the 6" Ordnance survey sheet number.

Ordnance Maps
covering Parish or
District

156 SE.
157 NW, SW.

TOTAL No. 3

NATIONAL PARKS AND ACCESS TO THE COUNTRYSIDE ACT, 1949. PART IV.—PUBLIC RIGHTS OF WAY.

SYMBOLS TO BE USED IN MARKING MAPS. (MARK SYMBOLS IN CAPITALS).

EXAMPLE.

Parish/District Boundary shown thus

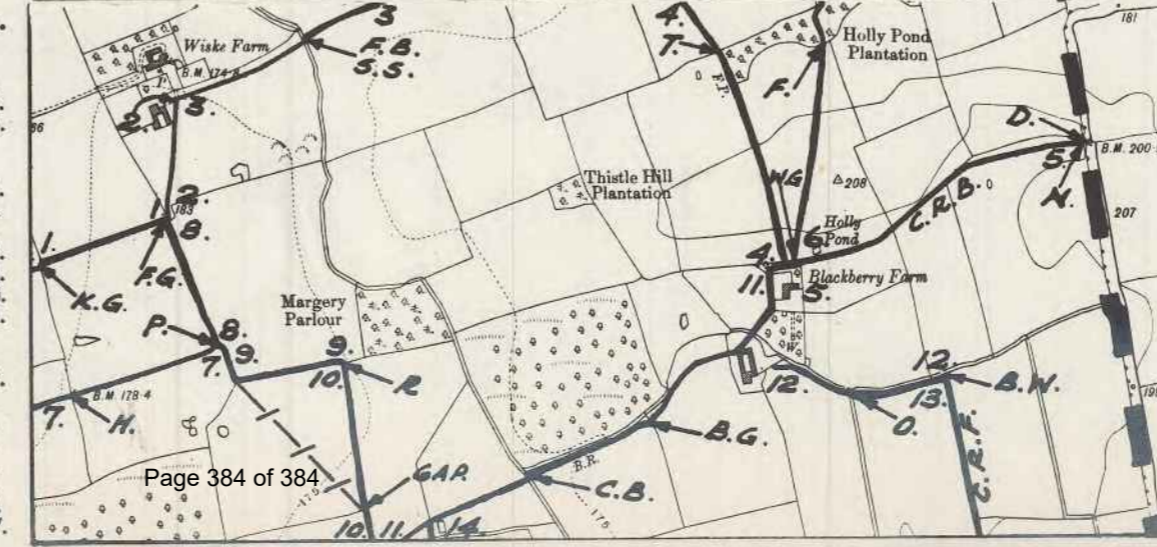
KIND OF PATH.
Footpath
Bridle Road (including driftway for cattle)
Public Carriage or Cartroad or Green Lane (unmetalled) mainly used as (1) Footpath (2) Bridleway

MEANS OF PASSAGE.

Cartbridge
Footbridge
Stepping Stones
Fieldgate
Bridle or Hunting Gate
Wicket Gate
Kissing Gate
Turnstile
Stile
Gap (in Fence or Hedge)
Finger or Direction Post
Hurdles
Posts
Rails or Bars
Low Fence
Ford
Ferry

Mark.
F.P.
B.R.
C.R.F.
C.R.B.

C.B.
F.B.
S.S.
F.G.
B.G.
W.G.
K.G.
T.
GAP.
D.
H.
P.
R.
F.
F.D.
F.R.Y.



OBSTRUCTIONS, NOTICE BOARDS, DIVERSIONS.

Obstruction
Notice Board
Barbed Wire
Former course of path diverted or closed

NOTES:—

- (1) Show Paths, etc., in solid black line.
- (2) Number each Path progressively commencing at 1 for each Parish or District.
- (3) Where condition of Path, Stiles, etc., ill-defined or in defective condition, the appropriate lettering, e.g. F.P., S. to be put in brackets (F.P.), (S).

MAP (N.R.C.C.)
No. 3 / 3 / 157 SW.

Surveyed by
Address
Date

Gaw Hapman
ORCHARD VIEW
SKELTON
6.6.57
19.8.57

I CERTIFY that this Map records the information required to be submitted by my Council under Sect. 28, Part IV. of the National Parks and Access to the Countryside Act, 1949.

Chairman/Clerk.
Position of person signing

Date