



COMMONS REGISTRATION ACT 1965

Reference No. 268/U/316

In the Matter of Carlesmoor Moor,  
Stock Beck Moor and Kirkby Moor,  
Laverton, Harrogate Borough,  
North Yorkshire.

DECISION

This reference relates to the question of the ownership of land known as Carlesmoor Moor, Stock Beck Moor and Kirkby Moor, Laverton, Harrogate Borough being the land comprised in the Land Section of Register Unit No. CL212 in the Register of Common Land maintained by the North Yorkshire (formerly West Riding) County Council of which no person is registered under section 4 of the Commons Registration Act 1965 as the owner.

Following upon the public notice of this reference Mr Godfrey Stafford Bostock claimed (his Solicitors' letter dated 30 October 1984) ownership of part ("the 1984 Claimed Part") of the said land under a conveyance dated 14 January 1966 to him of the manors or lordships or reputed manors or lordships at Kirkby Malzeard, Dallowgill, Swetton and Carlsmoor with the rights royalties members and appurtenances thereto respectively belonging; and said (a PS to the said letter) that part ("the SNB Part") of the 1984 Claimed Part had been subsequently transferred to Mr Simon Neville Bostock who is now the owner of it. No other person claimed to be the freehold owner of the land in question or to have information as to its ownership.

I held a hearing for the purpose of inquiring into the question of the ownership at York on 21 February 1985. At the hearing: (1) the said Mr G S Bostock who applied for the registration at Entry No. 4 in the Rights Section of the right of sporting, shooting and burning heather over the part of the land comprised in this Register Unit edged red on the Register map, was represented by Mr J H Weatherill, solicitor of Atkinson, Dacre and Slack, Solicitors of Otley; (2) the said Mr S N Bostock was also represented by Mr J H Weatherill; (3) Mr Lewis Burrill of Carlesmoor, Kirkby Malzeard and (4) Mr Peter Burrill of Low Belford, Laverton who are related to or otherwise concerned with the grazing of Mr Leonard Burrill who applied for the registrations at Entry Nos 6 and 10 in the Rights Section of rights to cut and take bracken and to graze, attended in person.

The land ("the Unit Land") in this Register Unit has an area of 304.204 hectares (751.688 acres). The 1984 Claimed Part is about 5/6ths or a little more of the Unit Land, being all except a triangular area at its east end. The SNB Part is the part of the 1984 Claimed Part east of Wandley Gill.

At the 1985 hearing Mr J H Weatherill in the course of his oral evidence produced the said 1966 conveyance and the other documents specified in Part I of the Schedule hereto. He said (in effect):- The land acquired by Mr G S Bostock under the 1966 conveyance is an agricultural and sporting estate. His personal knowledge of it started about 1970, 5 years after Mr Bostock bought it.

Mr Lewis Burrill in the course of his oral evidence said (in effect):- He had lived at Carlesmoor all his life as had his father and grandfather. He is the son of Mr Leonard Bostock who applied for the Rights Section registrations at Entry Nos 6 and 10. He accepted that Mr Bostock had got the shooting as the Studley





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Estate had, but did not agree the ownership claim. He did not for himself claim ownership although he at one time did and then withdrew (there was an Ownership Section registration made on the application of his father which was at a hearing in March 1981 before Mr Commons Commissioner Morris Smith withdrawn and its confirmation was therefore by a decision of 1 May 1981 refused).

Mr Peter Burrill said he had a copy of an Award made under an Inclosure Act of 1787, but he did not suggest that I could from it deduce the ownership of the Unit Land, so I made no note of its contents.

After some discussion, I said I would defer my decision to enable Mr Weatherill if he wished to make legal submissions about the documents he had produced if within 6 weeks of such wish he notified the Clerk of the Commons Commissioners. No claim was made to and no evidence was given about the ownership of the said triangular area at the east end of the Unit Land.

In letters dated 11 April and 15 May 1985 Atkinson, Dacre & Slack said (in effect):- They were not able to make any representations on matters of law but subsequent investigations had (1) suggested that even if Mr Bostock's conveyance is not sufficient to enable him to claim ownership thereunder he had exercised rights of ownership over the land involved, and (2) resulted in the finding of some evidence that the land is manorial land. They asked that there be a further hearing at which such evidence could be adduced.

Since the hearing I noticed on another file (268/U/315, re CL116) a letter from Mr P Burrill received on 3 December 1984 in which he said:- "Ownership of unclaimed land Carlesmoor Stock Beck CL (?) 212 & (?) Mr S P Burrill & P S Burrill & Mr Umpleby & Mr Richmond signed as owners for Harrogate Corporation to make the tunnel & tram line along Stock Beck ...".

On 14 July 1986 I held a hearing at Ripon for the purpose of considering the said April and May 1985 letters and possibly continuing the said February 1985 hearing. At this hearing: (1) Mr G S Bostock and Mr S N Bostock were represented by Mr S G Maurice of counsel instructed by Atkinson, Dacre & Slack, Solicitors of Otley; (2) Mr Lewis Burrill attended in person; and (3) Mr Peter Burrill attended in person.

Nobody contending otherwise, I continued my February 1985 hearing, considering so to do to be in the public interest.

Mr Peter Burrill said that the Unit Land should belong to the four farms in Carlesmoor and that the Mr P S Burrill mentioned in the said December 1984 letter was his father now deceased.

Mr Lewis Burrill said that the west part of the Unit Land at one time claimed by his father, was never owned by the Studley Estate and now belonged to the farms.



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Mr Maurice said that Mr G S Bostock and Mr S N Bostock now claimed to own all the Unit Land: the 1984 Claimed Part under the said January 1966 conveyance (GSB/1), and the remainder ("the Eastern Triangle") under a 1984 conveyance made by the Leeds City Council (GSE/11). He outlined the documents and other evidence by which he would establish the ownership of one of them to every part of the Unit Land.

In support of this claim oral evidence was given by Mr Peter North FRICS of Dacre Son & Hartley Chartered Valuation Surveyors and Land Agents of Otley in the course of which he produced or referred to the documents specified in Parts I and II of the Schedule hereto.

Mr North who has been a partner of his firm since 1969 and before been with them since 1954 as an articulated pupil and assistant said (in effect):- For his firm he had specialised in Land Agency, since 1966 with special responsibility for the Yorkshire Estates of Mr G S Bostock; his 1966 purchase (GSB/1) was not his only interest in Yorkshire. The copy 1905 conveyance (GSB/12) had been examined with the original. The documents of 1700 to 1828 (GSB/14, 16, 19, 21, 23 and 25) had been discovered by searches made by Mr Weatherill and himself at the County Archives at Leeds (helped by the index: "Kirkby Malzeard"); they were from the Vyner collection of manorial documents, and Mr Bostock had deposited his manorial documents there. As to the names mentioned in the 1700 paper (GSB/14), some of which are repeated in the 1714 papers (GSB/17) he identified (9) "Kettlestang Cross", (8) "Hammboton Hill", (7) "The Wrothen Stone", (6) "Catt Gill Heads and Roger Cross", (4) "Sinderhow Hill", (10) "Dowber Gill", (11) "The High Cross on Dallo Moor", and (13) "Skelbor Heads and so along Skell leaving out of the site of the Monastery of Fountains" with the following (marked on the map (GSB/18)) Kettlestang Cross (site of), Hambleton Hill, Stone (not so marked) at the north-west corner of the land edged red on such map (also on map part of GSB/16), Haylands Cross (the present name of Roger Cross), Cindra How, Dauber Gill, High Hill and Skell Beck. The line edged red on the map (GSB/16) showed his conclusion as to the 1700 boundaries of the Manor. The Unit Land, the CL 116 land and the CL 416 land are within the Manor.

As to matters within his personal knowledge, Mr North said (in effect):- The Unit Land comprises about 700 acres of moorland completely unfenced to the adjoining Kirkby Malzeard Moor, part of Carle Moor and Dalowgill Moor. On the Unit Land there is no sign of any cultivations in the past or any discernable sign of any enclosures. The Unit Land includes over 50 acres of marshland and over 160 acres of bracken which in part have been destroyed or controlled by Mr Bostock by systematic bracken control; the remainder is heather and grass. Since his 1966 purchase, the following activities had been carried out by or on behalf of Mr Bostock: between 1979 and 1985 the Unit Land has been shot over on average 9 days per season (the witness gave details of shooting on the Dalowgill Estate including the Unit Land and the CL116 land by reference to Plans "A" and "B", GSB/27 and 28). A head keeper had been regularly employed he having the overall management of the Dalowgill Estate which includes the Unit Land and the CL116 land (since 1966 management of the Unit Land has been delegated to an under-keeper); there had been routine and systematic burning and vermin control; burning on average on the Unit Land about 75 acres annually with paid help from sons of local farmers; vermin control by trapping and shooting foxes, stoats, weasels, minks,



rats, carrion crows, magpies and rabbits, etc; about one ton of grit is deposited annually on the Unit Land to aid grouse production. On the Unit Land in 1980 about 300 yards of ditching had been carried out (estimate on account, GSB/30). Mr Bostock had received grants from the Ministry for gripping as appeared from the estate plan and invoices (GSB/31, 32 and 33); there had been bracken control as appeared from the map and invoices (GSB/34, 35 and 36). The shooting box known as "Tom Corner Shooting Box" (situate at the west end of the Unit Land) is regularly used each season by Mr Bostock and his shooting parties and has been maintained by him since 1966; in 1980 the timber and corrugated iron lean-to building on its east side was demolished and a larger permanent building together with soakaways was erected as appears in the architect's plans and photographs (GSB/37, 38 and 39); the hard road from the highway to the shooting box recently has been extensively improved. No one since 1966 has attempted to prevent Mr Bostock carrying out the activities and work which he (the witness) had described, all of which had been done in the belief that he owned the freehold of the Unit Land and the adjoining moor, which are from the shooting point of view all treated as one; there is no physical oundary between them; some of the butts straddle the "hypothetical boundary" (meaning that between the Unit Land and the adjoining moors).

Questioned by Mr Lewis Burrill, Mr North disagreed with the suggestion that any part of the Unit Land belonged to the Carlesmoor Farms (now four, used to be six). The shooting on these farms was taken on lease by Mr Bostock from the Leeds City Council and when the farms were sold to their tenants, his tenancy of sporting ceased; except as regards the piece sold by the Council to Mr Bostock. He (the witness) knew of no ownership activities on the Unit Land having been done by any occupier of any of Carlesmoor Farms. He rejected the suggestion that the grandfather of Mr Lewis Burrill was supposed to be Lord of the Manor, he (the witness) had no knowledge of this, and could only say that it could not have extended to the shooting box because nobody had ever complained about the use made of it by and on behalf of Mr Bostock.

During an adjournment while Mr North was giving evidence, I looked at the documents specified in Part III of the Schedule hereto, produced by Mr Peter Burrill and also the copy Award specified in Part IV of such Schedule produced by, so I was told later during the hearing, by Mrs Sylvia Thomas from the archives of the Yorkshire Archaeological Society now kept at 23 Clarendon Road, Leeds and preserved by a joint committee of such Society and the District Council. Mr North said he did not recognise the names used in the 1619 lease specified in Part III of the Schedule hereto to describe the lands therein referred to.

Next oral evidence was given by Mr Lewis Burrill who said (in effect):- The Moor (meaning the Unit Land) and the Carlesmoor Farms go together and you can't go on the moor unless you have a farm and that is how (he thought) it should be. The Carlesmoor Farms have always been different: they never had a shepherd; "we got bracken and anything we wanted off the moor". There are six such farms (accessable from a minor road beginning at a bridge over Stock Beck and going up to and ending at the Unit Land). He the witness lived on the third farm up containing about 70 acres with 16 acres higher up making 86 acres altogether; the six farms in order starting from the bottom are: of Mr Umpleby, next of Mrs Butlin, next of the witness Carlesmoor), next two farms of Mr Lobleby, and finally of the witness at the top (Higher Carlesmoor, farmhouse not inhabited).



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Questioned by Mr Maurice, Mr Lewis Burrill insisted that the moor belongs to Carlesmoor, and that to own the moor you had to have some property in Carlesmoor, so Mr Bostock who has no such property, cannot own it; the soil of the moor went with the farms.

Next oral evidence was given by Mr Peter Burrill who said (in effect):- The boundaries of the farms are a result of the Kirkby Malzeard Award; under it farmers owned both sides of the moor. He had lived in Carlesmoor all his life, 75 years. Farm ownership of the moor was recognised when the tunnel for water was made by the Harrogate Corporation because before they made it, all the farmers had to sign; the Corporation has the papers which the farmers signed.

Questioned by Mr Maurice, Mr Peter Burrill said (in effect):- His case was that the Corporation would not have gone on with the tunnel unless the farmers had signed for it in 1903; they must have been entitled under the Inclosure Award when they signed for the tunnel and the tramline nearby. His father signed under the heading "owners and others"; they laid a pipeline and the tunnel is one of the river intakes; 3 altogether, from the River Laver, from Stock Beck and Carlesmoor Beck. He did not agree that in 1903 the Moor belonged to the Marquess of Ripon; it belonged to the farmers who lived there.

At the conclusion of the evidence I said I would inspect the parts of the Unit Land to which the witnesses had referred.

After considering the evidence applicable to the CL116 and CL416 land, and the law applicable to them and to the Unit Land, Mr Maurice cited the authorities specified in Part V of the Schedule hereto.

On my inspection on the following day to begin with we went in two vehicles from the Drovers PH; myself, Mr Lewis Burrill, Mr Peter Burrill, and Mr P North who at the hearing gave evidence as aforesaid and also Mr R Harkness assistant of Mr North, and Mr Thomas Guy head keeper of Mr Bostock. From the road we looked at the CL116 land and the CL416 land and then returning went on the road to Bagwith House near the east corner of Unit Land and from there saw Stock Beck, the line of the tunnel in the direction of Leighton reservoir, and the sighting tower used by surveyors when building it; going by Stock Beck House (a ruin) we entered the Unit Land by Stock Wath and crossing it stopping opposite Wolf Craggs and on the way seeing Carls Tower reached the south corner of the Unit Land. From this corner was visible the enclosed land belonging to Mr Lobley at or near the head of the road up the Carlesmoor Beck valley, and Mr L Burrill pointed out the 16 acres owned by him near there. Next we went onto Tom Corner Shooting Box and then returned to the Drovers PH. I continued my inspection in one vehicle; myself and Mr L Burrill (some of the time also Mr P Burrill), seeing the line of the tunnel to the aqueduct across Carlesmoor Beck and from the road seeing all the six Carlesmoor Farms mentioned by Mr L Burrill at the hearing.

First as to the ownership claim of Messrs Bostock to the 1984 Claimed Part:-

At my 1985 hearing I doubted whether the 1966 and 1976 conveyances (GSB/1 and 2) were by themselves evidence of the ownership of either Mr G S or Mr S N Bostock with which I ought to be "satisfied" within the meaning of section 8 of the 1965 Act. I need not express any opinion about this doubt, because at my 1986 hearing and inspection I had much more evidence.



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Of this evidence, that adduced on behalf of Messrs Bostock, I consider (as Mr Maurice in his opening suggested) under two headings: (1) the 1966 conveyance (GSB/1) and (2) possession. As to (1), I accept that the conveyance should be construed in accordance with the surrounding circumstances as they can be inferred from the before 1966 documents and from the identification of the places named in them made by Mr North with places named on a modern map. As to (2) I accept that Bostock possession since 1966 is, independently of the 1966 conveyance, some evidence of Bostock ownership.

As to (1):- The 1700 and 1715 papers describe the boundary → of the Manor of Kirby → Malzeard as it was then reputed to be, and I accept Mr North's maps (GSB/16-18) as showing nearly enough for the purposes of these proceedings the boundary as it could now be perambulated, that is as including the Unit Land. The before 1966 documents show that the Manor has for a long time been locally recognised in a variety of contexts. From what Mr North said and from what I saw on my inspection, I infer that in all now relevant respects the Unit Land in 1966 appeared as it now appears, that is as land aptly described as waste land of a Manor. So I conclude that in 1966, the 1984 Claimed Land came within the words in the 1966 conveyance: "rights ... and appurtenances thereto (the Manor) ..." and was accordingly by the conveyance expressed to be conveyed. So the conveyance is some evidence that under it Mr G S Bostock became entitled to the 1984 Claimed Part for an estate in fee simple.

As to (2):- The things done by or on behalf of Messrs Bostock since 1966 as described by Mr North, whose evidence I accept, are acts of possession and are as such evidence of Bostock ownership for an estate in fee simple; cogent in the absence of any good reason for ascribing such things to some estate or interest less than an absolute interest for a fee simple estate.

The substance of the contention by Messrs Burrill was in effect that such things should be ascribed to a less interest, being merely a right of shooting or sporting: because (a) they had shown that the 1984 Claimed Part was owned by the owners for the time being of the six Carlesmoor Farms; or (b) even if such ownership was not established the evidence and documents adduced on behalf of Messrs Bostock did no more than show a right of shooting or of sporting.

As to (a), ownership of a common by the commoners although unusual, is not in law impossible; see Inclosure Act 1845 section 116, *Hilton v Bowes* (1866) LR 1QB 359, and re *Cotherstone* 1961 Estates Gazette, volume 179. More usual would be for the farms adjoining a common to have grazing and other rights such as have in the Rights Section of this Register Unit been registered as attached to the Carlesmoor Farms, and for the ownership to be in the Lord of the Manor or someone claiming under a former Lord of the Manor. The circumstance that in 1903 the owners of the Farms were paid money by the Harrogate Corporation when they took strips of land compulsorily for the tunnel and tramway is not necessarily evidence of ownership; it is possible (and indeed I think probable) that they paid the owners of the Farms, in respect of their rights to graze, in accordance with the obligations imposed on them by the Lands Clauses Consolidation Act 1845 sections 99 to 107.



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Neither of the copy 1619 documents produced support an ownership of the moor claim by the Commoners; they relate to a lease of and a covenant for title to land not now identifiable but likely to have been enclosed under the 1787 Act. I was not by anyone referred to any particular part of the copy Award as possibly relevant. On the evidence put before me by Messrs Burrill I am not satisfied that they or any of the other owners or occupiers of the four (formerly six) Farms at Carlesmoor are the owners of any of the 1984 Claimed Part.

As to (b):- In my opinion the evidence adduced by Messrs Burrill provides me with no good reason for not giving full effect to the evidence adduced on behalf of Messrs Bostock and concluding the 1966 Conveyance as regards the 1984 Claimed Part took effect as Mr North from managing the 1984 Claimed Part assumed it did or for ascribing the things by him said to have been done on it to ownership of any estate or interest less than an estate in fee simple.

So I conclude that under both the headings (1) and (2) above mentioned, I have evidence of Bostock ownership, the reliability of which I have no good reason to doubt. I am therefore satisfied that Mr G S Bostock and Mr S N Bostock are the owners of the part of the 1984 Claimed Part to the west and to the east respectively of Wandley Gill.

Secondly as to the ownership claim of Mr S N Bostock to the Eastern Triangle:-

By the October 1984 conveyance (GSB/11) and the December 1905 conveyance (GSB/12) this part of the Unit Land is regularly expressed to be conveyed as I deduce from the plan attached to the 1905 conveyance and used referentially in the 1984 conveyance.

As I understood Messrs Burrill, they did not wish to suggest that the Leeds City Council could not convey the Eastern Triangle in 1984 as they did. However this may be, I have no reason for not giving full effect to the evidentiary value of these two conveyances, and accordingly I am satisfied that Mr S N Bostock is the owner of the Eastern Triangle.

In accordance with the ownership of which I am satisfied as above stated, I shall pursuant to section 8(2) of the Act of 1965 direct North Yorkshire County Council as registration authority to register Mr Godfrey Stafford Bostock of Tixall, Stafford as the owner of the part of the Unit Land west of the dividing line hereinafter defined and Mr Simon Neville Bostock of Low Green, Pateley Bridge as the owner of the part of the Unit Land east of the said dividing line; and in such direction the dividing line will be defined as meaning the line of Wandley Gill from where it crosses the northeast boundary of the Unit Land at or near to Fleaks Wath to where it joins Carlesmoor Beck on the south boundary of the Unit Land.

I am required by regulation 30(1) of the Commons Commissioners Regulations 1971 to explain that a person aggrieved by this decision as being erroneous in point of law may, within 6 weeks from the date on which notice of the decision is sent to him, require me to state a case for the decision of the High Court.

TURN OVER



SCHEDULE  
(Documents produced)

Part I: in 1985 on behalf of Messrs Bostock

- GSB/1 14 January 1966 Conveyance by Henry Vyner (vendor) and Broadland Properties Limited (purchaser) to Godfrey Stafford Bostock (subpurchaser) of (1) manors of reputed manors of Kirkby Malzeard, Dallowgill, Swetton and Carlesmoor "with the royalties members and appurtenances thereto belonging together with all such estate and rights as the Vendor possess or can convey as Lord of the Manor ... in the land ... edged with a broken blue line on the plan annexed hereto"; (2) property specified in Part I of First Schedule edged blue, green and red (total 1515.615 acres); (3) Dallowgill Moor (5,091.491 acres); (4) 35.907 acres specified in Part II of First Schedule, yellow; (5) rights of sporting, shooting, burning heather and other rights excepted in conveyance of 18 December 1905 (GSB/12 below); and (6) sporting rights over the two areas of land edged with a broken blue line and hatched blue.
- GSB/2 18 October 1976 Conveyance by Godfrey Stafford Bostock to Simon Neville Bostock of part of Kirkby Malzeard Moor containing 428 acres edged blue on plan.
- Note: edged blue is all east or northeast of Wandley Gill and is the same as the SNB Part specified in the October 1984 letter.
- GSB/3 -- Copy conveyance by (?) ... as executor of the most (? 17 December 1924) Hon Frederick Oliver 2nd Marquess of Ripon and others to Clare George Vyner of the Studley Royal Hutton and Dallowgill Estate being First the said Manors and thirdly all such estate and rights of the Vendor as such personal representative as aforesaid can convey in the said manors.
- (Only copy handed back; except (?) as to its date, not mentioned at 1986 hearing).

Part II: in 1986 on behalf of Messrs Bostock

- GSB/11 16 October 1984 Conveyance by Leeds City Council to Simon Neville Bostock of 112 acres of land part of Stockbeck Moor of all its estate acquired by virtue of a conveyance dated 18 December 1905 (GSB/12 below), coloured blue and edged blue forming part of the property comprised in the said conveyance. Note: blue is the Eastern Triangle (all Unit Land except the 1984 Claimed Part).








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- GSB/12 18 December 1905 Certified copy of conveyance by the Most Hon George Frederick Samuel Marquess of Ripon and Rt Hon Frederick Oliver Earl de Gray with the concurrence of the Rt Hon Beilby Baron Wenlock, the Rt Hon Reginald Baliol Viscount Esher, Rt Hon Sidney Earl of Pembroke and Montgomery to the Lord Mayor Aldermen and Citizens of the City of Leeds of (among other) lands containing 1,541 a. 7p moorland, sheep fold, stream, footpaths, footbridge, plantations, pond and stockbeck containing 112 acres "but as regards the said lands coloured blue only such an Estate and rights as they or any of them possess therein whether as lords of the manor of Kirkby Malzeard or otherwise howsoever".
- GSB/13 14 January 1966 Copy of plan attached to conveyance 14 January 1966 (GSB/1 original produced and handed back).
- GSB/14 13 August 1700  
(? date  
Extract made) Paper (? extract from in 1700 an old MS), (8" x 6"), from County Archives at Leeds, headed "The boundary of the Manor of Kirkby Malzeard". Also photocopy.
- GSB/15 -- Typewritten transcription of GSB/14.
- GSB/16 30 August 1715 3 papers (2 blank) and back sheet from Vyner collection headed "The Bounders of the Mannors of Swetboro, Dallahgill & Carlesmoor as they were ridden and perambulated (original handed back); photocopy of first page.
- GSB/17 -- Typewritten transcription of part of GSB/16 with modern map indicating with red verge line boundaries therein referred to (smaller scale than GSB/18).
- GSB/18 -- Plan (36" x 33") based on OS map 6" = 1 mile showing modern names of places specified in GSB/16 and identified by Mr P North.
- GSB/19 1718-1782 Papers being extracts from Kirkby Malzeard Court Papers chiefly as to Commons and Waste (original handed back, photocopy retained).
- GSB/20 -- Typewritten transcription of GSB/19.
- GSB/21 Undated  
(Mr Maurice said  
1760) Petition (12" x 8") to Rt Honble Auditor Aislabie of "the Freeholders & Your Honour's tennants or Kirkby Melzeard (with photographic copy).
- GSB/22 -- Typewritten transcription of GSB/21.
- GSB/23 7 April 1828 Opinion of counsel Mr Robert Alexander with statement and proofs of evidence as to the burning of Mrs Laurence's Moore on 6 March 1823 (8 pages 16" x 12").



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GSB/24		Typewritten transcription of GSB/23.
GSB/25	1839	Manuscript foolscap book bound in leather entitled Survey of part of the Manor of Fountains and Kirkby Malzeard: First Chapter 24 pp Township of Fountains East: Second Chapter 7 pp Carlesmoor in the Township of Grewelthorpe: Third Chapter 25 pp Township of Laverton. Summary shows total acreage as 1,086 a.Or.38p, but does not show owner of Stockwath Moor or Carlesmoor Common.
GSB/26	--	Statement of intended evidence of Mr Peter North.
GSB/27	--	Plan "A" (32" x 12") based on OS map showing shooting butts, Carlesmoor and (by shooting box) Maidon Moor and stands Gill Bottom (Carle Gill, Fisher Post, and Little Gill), (b) drainage 1981/82 and 1972, and (c) bracken spraying 1982, 1984 and 1980.
GSB/28	--	Plan "B" (16" x 12") based on OS 6" = 1 mile, showing parts of CL116 land southeast of the road between Bonfire Road and the Drovers Inn.
GSB/29	--	See my CL116 decision.
GSB/30	--	See my CL116 decision.
GSB/31	6 January 1972	Copy letter to Divisional Executive Officer, Ministry of Agriculture, Fisheries and Food about Moorland Gripping on Dallowgill Moor with quotation on behalf of Griffon Forestry Services with OS map hatched red Foul Sike Wham and part of Sandwith Wham (north part of CL212) and invoice for Moorland Gripping at £190-58.
GSB/32	30 March 1982	Sales Invoice W H Nixon, Moorland Gripping on Dallowgill Moor including haulage and VAT, £8,437-25p.
GSB/33	--	Map showing 40" x 32" based on OS 6" = 1 mile (tattered) endorsed "Dallowgill Drainage"; on it  edged red hatched red "3" part of CL212 land south of "Thistle Hill" (marked on Register map).
GSB/34	29 July 1982	Invoice FSC and receipt, for Asulox less credit charge £5,376-25p (1982 spraying 50% attributable to CL212).
GSB/35	25 July 1984	Invoice FSC, for Asulox, by helicopter; receipt for £5,825-35p.
GSB/36	--	Map 42" x 33" based on map showing bracken sprayed in 1980, 1981, 1982, 1983 and 1984 (CL212 1980 and 1982).



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GSB/37 -- Two photographs (5" x 2½") of shooting box.  
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GSB/39 May 1980 Architect's plan 30" x 24" and 24" x 16" of Tom Corner Store and shelter.

GS/40 -- See my CL116 decision.

GS/50 -- See my CL416 decision.

GSB/51 -- See my CL416 decision.

## Part III: by Messrs Burrill

10 June 1862 CAUTION WHEREAS certain parties are making a practice of pairing Turf, Getting, Stone, Mowing, brecons, and Cutting Ling, and Carting the same away for Sale from a part of the Commons called STOCK BECK MOOR belonging to Carlesmoor  
NOTICE  
is hereby given that all persons so offending after date hereof will be prosecuted according to law. Mrs Joseph Richmond, Mrs Jane Proctor, Mr William Burrill, Mr Leonard Umpleby, Mr Henry Robinson  
(Samuel S Hill Printer Bookseller Book-binder and Stationer, Westgate, Ripon).

1619 Sir Marmaduke Wyville to Gilbert Metcalf and others: lease for 950 years of Carlesmoor Common: ... yearly rent ... Gilbert Metcalf, George Braithwaite, Robert Horseman, George Dalley, William Smickergill ... all that ground of the Moores Commons and Waste my estimate 200 acres ... 30 shillings rent (parcels) 200 acres ... meets and bounds beginning at meeting of Gillbecke and Hutbeck ... Bloye Pool ... hie Rayne ...

1619 Deed of covenant reciting said lease of 200 acres.

## Part IV: by Mrs S Thomas

30 June 1789 Copy (130 pages) of Award under Inclosure Act of 1787 as they apply to Kirkby Malzeard; (in case inscribed "David Richardson, North View 1878"); no map; 5 parchment rolls destroyed in the fire at Kirkby Malzeard Parish Church in February 1906. Made I suppose under the Kirkby Malzeard Inclosure Act 1787, 27 Geo. 3, c.24.

TURN OVER





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Part V: cited by Mr S G Maurice

(1) Attorney General v Hanmer (1958) 27 LJ.CH.837; (2) Gloucestershire v Farrow 1984 1 WLR 262; (3) Clayton v Williams (1843) 11M&W 429; (4) Fowley v Gafford 1968 2 QB 618; (5) Perry v Clissold 1907 AC 73; and Cator v Croydon (1841) 4Y&C, Ex 405.

Dated this 10<sup>th</sup> — day of March — 1987.

*A. A. Baden Fuller*

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Commons Commissioner