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Our Ref: GGA

Date: 12 September 2022

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Please ask for Grant Anderson

BY EMAIL

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Dear Sirs

Re: **Alleged footpath from Footpath No.23 Ellastone along Green Lane to Footpath No.3 Denstone – Application to Modify the Definitive Map (the “Application”)**

We act on behalf of Bamford Property Ltd (“BPL”) and have been instructed to submit the following objections to the above Application.

The Application relates to Green Lane which forms part of the wider land holding of BPL which has been in the ownership of BPL / the Bamford family since the 1960's.

We note that, notwithstanding the Application was made to modify the Definitive Map by the addition of a public footpath along Green Lane (the “Claimed Route”), the officers’ report to the Countryside and Rights of Way Panel recommends the addition of a public bridleway. BPL objects to the Application as submitted and the proposed modified recommendation of officers to the Panel. BPL’s objections include, but are not limited to, the following.

Of the evidence considered by the officers, they conclude that none of the Ordnance Survey maps, the Yates Map 1775, the Wright & Charrington Motoring, Cycling and Touring Map of the early 1900's or the plan of the Earl of Shrewsbury and Earl of Talbot Estate provide any evidence that the Claimed Route was a public right of way. The furthest those evidential documents can go is to indicate that a track physically existed. Its status, ie as to whether it was public or private, cannot be ascertained from those documents. In BPL's submission, those documents are therefore neutral and do not assist the application in meeting the legal test.

The two documents on which the officers rely in their report for their conclusions are:

- (i) The 1910 Finance Act Plans and the Field Book for plot 558.
- (ii) The Railway Deposited Plan dated 1845.

BPL would make the following points in respect of those documents:

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1910 Finance Act Plans and Field Book for plot 558

Paragraph 27 of the officers' report states:

"As shown in the Field Book, a deduction is made for a public bridle road through OS14, plot 558, which is most likely to refer to the southern part of the alleged route."

The Finance Act Plans appear to show that the southern part of the Claimed Route is actually separated from plot 558 by an unbroken line. That would seem to indicate that any reference in the Field Book to a public bridlepath within plot 558 cannot therefore be referring to the southern part of the Claimed Route as it lies outside of plot 558 and BPL submits that the Application should fail for this reason.

If contrary to the above, plot 558 does include part of the Claimed Route, then BPL submits that there is no evidence that the reference in the Field Book to a public bridle road is a reference to the Claimed Route. The reference to the public bridle road does not specify that it relates to the Claimed Route or indeed to which piece of land it relates. There is certainly nothing in the Finance Act Plans or Field Book to justify the statement by officers that the deduction in the Field Book *"is most likely to refer to the southern part of the alleged route"*. That statement is mere speculation and constitutes an unsupported assertion in the officers' report.

In paragraph 29 of the report, officers rule out the reference to the bridlepath applying to the footpath crossing plot 558. The officers do not appear, however, to have considered whether the reference could be to any other land within plot 558 - for example to Pauls Lane or any other land. In BPL's submission the reference is just as likely to be to other land within plot 558 as opposed to the Claimed Route and the Field Book reference does not support the case for the Claimed Route being a public bridle road more than any other land in plot 558.

We note also that the officers' report at paragraph 31 states that the majority of the Claimed Route runs through plots 559 and 143 for which there are no Field Books. It follows that there is, therefore, no documentary evidence whatsoever that the majority of the Claimed Route is a public bridle road. That is a significant material consideration to which considerable weight should be attached in the determination of the Application.

In paragraph 30 of the report, officers state:

"The Field Book also refers to a deduction being made for a public bridle road, which is stopped at one end, through OS14. As the southern end of Green Lane runs through plot 558 and OS14 and stops when it connects to a single line, which then becomes Paul Lane, it is likely that the Field Book is referring the southwesterly part of the alleged route."

In BPL's submission the reference to the public bridle road being stopped at one end does not mean that it is *"likely"* to be referring to the Claimed Route. The reference could equally be referring to Paul's Lane which is shown on the 1910 Finance Act Plan as being stopped up within plot 558.

The other significant point of the reference in the Field Book to the public bridle road being *"stopped at one end"* is that it strongly suggests that the public bridle road was stopped up. It is difficult to see what else the phrase *"stopped at one end"* could be referring to if it was not to the route being stopped up.

In BPL's submission, if the reference in the Field Book to the public bridle road is as officers suggest a reference to the southern portion of the Claimed Route then it follows in the light of the

reference to it being "stopped at one end" that it was likely that that section was stopped up and ceased to be a bridle road. Such an interpretation would be consistent with how the Claimed Route has been treated subsequently – for example in the last 60 years during its ownership by the Bamford family/BPL – see page 5 below.

If the reference to the bridle road being stopped at one end is to Paul's Lane which is possible given the 1910 Finance Act Plan shows Paul's Lane as a cul de sac then it follows that reference to the public bridle road in the Field Book is not to the Claimed Route and does not provide any evidential support for the Claimed Route being a public right of way of bridle road.

In paragraph 32, the officers' report states "*The fact that the Field Book refers to the public bridle road being stopped at one end, suggests that the route at the southern end ceased to be a public road*". The report, however, then states that this fact "*does not conclusively show that this section of the route had been legally stopped up*" and that "*the evidence is not conclusive that any section of the alleged route has had any rights legally extinguished over it.*" We consider that the officers' assessment of these references is flawed.

The fact that the Field Book specifically records that the public bridle road was "stopped at one end" is clear evidence that the route referred to was stopped up. Despite this, the officers discount this evidence because they consider the evidence is not "conclusive" that the route was legally stopped up. We consider the officers have applied a far too strict approach to that evidence and the weight to be attached to it.

In contrast, the officers have applied a much less strict approach in relation to the reference to a public bridle road in the Field Book and have concluded without any supporting evidence that the reference to a public bridle road in the Field Book is "*most likely*" to refer to the Claimed Route. That relaxed approach by officers is inconsistent with their strict approach to the stopping up evidence and the officer's conclusions in relation to those pieces of evidence is unintelligible and flawed.

In conclusion, BPL makes the following submissions on the 1910 Finance Act Plan and Field Book:-

1. The 1910 Finance Act Plan and Field Book for plot 558 does not refer to the Claimed Route which is shown on the plan as being separate to plot 558. The reference to the bridle road in the Field Book is more likely to be referring to Paul's Road than the Claimed Route;

2. In any event the reference in the Field Book to the public bridle route being "stopped at one end" is evidence that the public bridle route was legally stopped up and was not a public bridle road. It follows that if the 1910 Finance Act Plan and Field Book is referring to the Claimed Route as is considered likely by officers then the reference to it being stopped at one end is good evidence that the Claimed Route was stopped up and was not a public bridle road.

3. For the majority of the Claimed Route, there is no evidence whatsoever in the available evidence relating to the 1910 Finance Act Plan and Field Book that supports a case for the Claimed Route being a public right of way.

BPL does not, therefore, consider the 1910 Finance Act Plans and Field Book for plot 558 provide any sound basis for concluding that the Claimed Route had public status as a bridleway.

Deposited Railway Plan dated 1845

The officers' report refers to the Deposited Railway Plan dated 1845 and accompanying book of reference. BPL would make the following comments on those documents and the assessment in

the officers' report. The points raised below relate to the references in those documents which are considered relevant by officers to the Application rather than any submissions as to the general status and materiality of such documents.

The officers' report refers to the fact that the book of reference describes the owner of plot 41 as being "*Charles Walker and William Cox, surveyors of highways*" and that plot 41, which includes in part the Claimed Route, is described as being an "*occupation and public bridleway*". The officers' report states that the reference to *public bridle road* supports the view that the status of the Claimed Route was a bridlepath. However, that is too simplistic and sweeping a statement, for the following reasons.

The route identified as plot 41 in the 1845 Plan appears to include not only the Claimed Route but also additional land down to and including Paul's Lane. It is not possible, therefore, to say that the reference in the 1845 Deposited Railway Plan and accompanying book of reference to public bridleway is specifically to the Claimed Route. As above, it is just as likely (and arguably more likely) to be referring to the land to the south of the Claimed Route being Paul's Lane and/or the land between Paul's Lane and the Claimed Route.

The more significant point from the 1845 Plan arises from a comparison between the 1845 Plan and the 1910 Finance Act Plan. The 1845 Plan shows plot 41 as two continuous lines along the entire length of plot 41 whereas the 1910 Plan shows the land between Paul's Lane and the Claimed Route as a single line. That change on the 1910 Plan supports the view that the bridle road was stopped up as described in the Field Book for plot 558 presumably at some point between 1845 and 1910.

It follows that if the reference in the 1845 Plan to a public bridleway is to the Claimed Route then it had ceased to be a public bridleway by 1910 following the stopping up.

Alternatively, if the reference in the 1845 Plan to a public bridleway is not to the Claimed Route but to other land then the 1845 Plan it is not relevant to whether or not the Claimed Route is a public bridleway.

The fact that the Deposited Railway Plan refers to plot 41 as being an "occupation and public bridle road" in our submission does not take assist matters further as that wording could suggest that plot 41 was part in occupation, i.e. private land, and part public bridle road in which case it does not specify the that the Claimed Route is the bridleway referred to.

Similarly, the reference in the book of reference to the owner being to "Charles Walker and William Cox, Surveyors of Highways" does not assist for two reasons. First, because, in referring to more than one owner it is not possible to conclude that it was the owner of the Claimed Route who was the owner referred to as the surveyor of highways. Second, as set out above, it appears that notwithstanding the contents of the 1845 Plan and book of reference, events moved on between 1845 and 1910 with the route being stopped up.

To conclude, we do not consider on the basis of the above evidence that there is any sound basis for concluding that the Claimed Route meets the necessary legal test in Section 53 of the Wildlife and Countryside Act and that the application should therefore be refused.

Abstract of Title

We have attached to this letter an Abstract of Title relating to part of BPL's Title and would make the following points.

The Abstract recites at section 3(a) that the conveyance of the land to the purchaser at that time included "*all such rights of way*" over the roadway shown coloured brown between G and H (i.e. the Claimed Route).

The Abstract records on the accompanying plan existing public rights of way affecting the land but does not show the Claimed Route as one.

The Abstract refers at paragraph 4(c) to the land being conveyed as being "*subject to the public rights of way over the two paths marked with a broken purple line on the plan*"

The following conclusions can be drawn from the Abstract:

Had the route between G and H been a public right of way, it would have been shown as such on the plan to the Abstract in the same way that the two footpaths were specifically referred to as public rights of way. The fact that it was not, suggests that it was not a public right of way.

The reference in paragraph 3(a) to the grant to the purchaser of "*all such rights of way*" is clearly a grant of a private right of way. That itself suggests that the Claimed Route was a private right of way.

Furthermore, had the Claimed Route been a public right of way, it would not have been necessary for the conveyance to have expressly granted private rights of way. Again, that supports the fact that the Claimed Route was not a public right of way.

Conclusions

In BPL's submission, there is no evidence to support the view that the Claimed Route is a public right of way having regard to the legal tests in section 53 of the Wildlife and Countryside Act 1981.

1. There is no evidence in the 1910 Finance Act Plans relating to the majority of the Claimed Route as there is no Field Book for plots 559 and 143;
2. The Claimed Route appears to lie outside of plot 558 and the Field Book for plot 558 does not therefore constitute evidence that the Claimed Route is a public bridleway.
3. In the alternative to 2. above, if the Claimed Route does lie within plot 558, the reference in the Field Book for plot 558 to the public bridle road is not specifically to the Claimed Route and the reference could be to other land such as Paul's Lane.
4. The reference in the Field Book to the public bridle route being stopped up is supported by a comparison of the Definitive Railway Plan 1845 and the Finance Act Plan 1910 and constitutes evidence that any public bridle road was stopped up.
5. The abstract of title supports the view that the Claimed Route was a private right of way and not a public right of way.

The above conclusions and BPL's submission that the Claimed Route is a private right of way and not a public right of way is also entirely consistent with how the Claimed Route has been treated by BPL / the Bamford family since it acquired land including the Claimed Route in the 1960's. In particular, in the 60 years following its acquisition, the Claimed Route has always been treated by the owners as a private right of way. It has been gated at its northern & southern ends, with the gates being locked every night and opened each day in order to give access to move animals and

vehicles within the estate. There has also for 30 years been a sign at the northern end confirming the land is private property - see photo attached.

On the basis of the evidence available, BPL does not consider there is any sound basis for a modification to be made to the definitive map to include the Claimed Route, either as a public footpath or bridleway, and that the application should be refused by the County Council. For the record, BPL objects to the application

Yours faithfully

Hill Dickinson

Hill Dickinson LLP

Encs

ASHBOURNE UNION
TON

WOOT

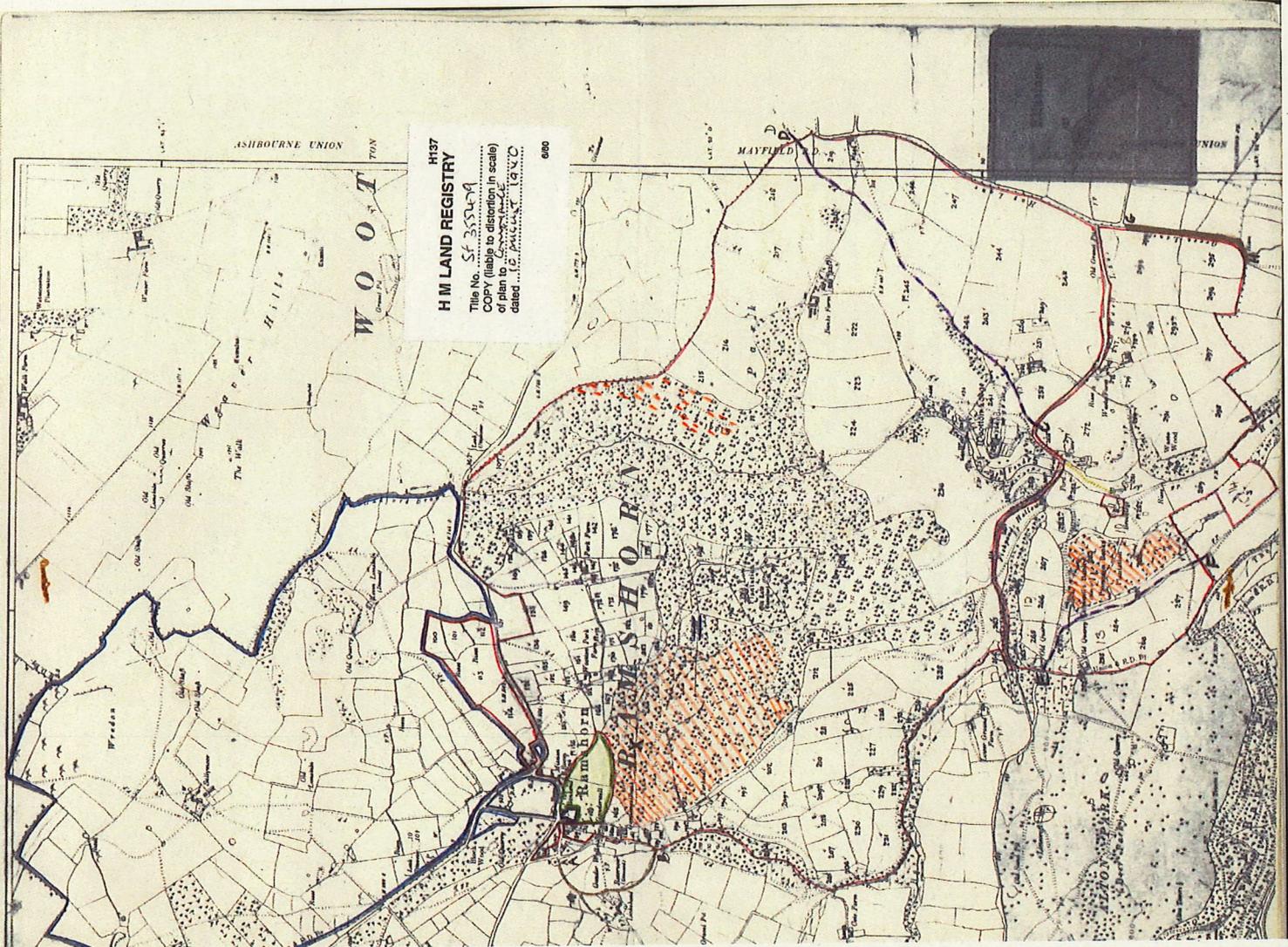
H137
H M LAND REGISTRY

Title No. S. 333. A
COPY (liable to distortion in scale)
of plan to ...
dated ...

000

MAYFIELD

UNION



A B S T R A C T of the T I T L E
of

BRIGADIER GENERAL SIR SMITH HILL CHILD, BARONET,
K.C.V.G., C.B., C.M.G., D.S.O. to freehold lands
in the Parishes of Ramshorn, Farley Ellenstone and
Bestwood in the County of Stafford.

BY SUBSIDIARY VESTING DEED of this dt md btwn EDWARD UNWIN of Ling Cottage Hindhead
in the County of Surrey a Capt (Retired) in the Royal Navy, V.C., C.B., C.M.G.,
(thruiner cild "the Vr") of the 1st pt SIR SMITH HILL CHILD Baronet of Windsor Castle
in the County of Berks a Brigadier Gen. in His Majesty's Army, K.C.V.G., C.B., C.M.G.,
D.S.O. (thruiner cild "the Pehr") of the 2nd pt and FRANCIS HUGO LINDLEY MEYNELL of Hoar
Cross Burton-on-Trent in the County of Stafford a Lt. Col. (Retired) in His Majesty's
Army D.L., D.S.O. and THE HON. JOHN SPENCER COKE of Badminton in the County of Gloucester
a Major (Retired) in His Majesty's Brigade of Guards (thruiner cild "the Trees") of the

3rd pt

RECTG the Vrs was seized of the hereditis thruiner dscbd and expressed to be
thruby conveyed for a legal estt in fee simple in poss. subjt as thruiner
appearing but otherwise free from incumbrs. and held the same for his own
sole absolute use and benefit and hd agd with the Pehr for the absolute
sale throf to him (subjt as afcd at the price of £32,000.)
AND RECTG upon the treaty for the sd sale it was agd that that deed shd contain
the various exons reservations covts and provisions thruiner contd
AND RECTG by a Ppal Vesting Deed (thruiner cild "the Ppal Deed") dated the
27th Jany 1928 and md btwn Robt Heath and Wm. Morton Phillips of the one pt
and the Pehr of the other pt certain freehold prems at Stallington Moddershall
Heath (or Fulford Dale) and Draycott in the Parishes of Stone, Fulford Draycott-
in-the-Moss Leigh Choadle and Checkley and elsewhere in the County of Stafford
were declared to be vested in the Pehr in fee simple Upon the trusts of the
Will (dated the 18th May 1895 and proved in the Lichfield Dist Ppte Regy on
the 15th May 1896 of Sir Smith Childllate of Stallington Hall in the County
of Stafford Baronet dec'd who died on the 27th March 1896 and was thruiner
cild "the Testor")
AND RECTG by an appropriate Deed of Declon (whrof a memo was encl on or annexed
to the Ppal Deed) the Trees and Richard Hill Jelf were stated to be trees for
the ppses of the Settled Land Act 1925 (thruiner word to ss "the sd Act") of
the Settlement refd to in the Ppal Deed
AND RECTG the sd R.H.Jelf died on the 10th July 1940
AND RECTG the Trees as such trees as sthd hd in thr funds capital moye liable
to be invested at the diren of the Pehr (who hd under the last-mentd Settlement

t. 1940

*See original
of above
at Soler, 11/6
Walsingham.
and
Lynn's gate,
Walsingham.
Jlf.
60.*

See 3 June 1957

THE POWERS OF A TENANT FOR LIFE UNDER THE SD ACT) in the pchs of freehold heredit

AND RECTO the Pchr hd directed the Ptees as such trees as asfd to pay the sd pche money out of the sd capital moys in thr hands as asfd

THEN THAT DEED WITNESSED and it was thrby agd and declared as follows :-

1. That Deed was executed in pursuance of the sd agmt for sale and in conson of the sum of £32,000 *on the basis of selling price set by the Vrs in the Deed (the rest etc.)*

2. The Vr as E.O. thrby conveyed unto the Pchr ALL THOSE sev1 closes or pieces of land wh were pt of the estt known as the Wootton Lodge Batt and were situate in the Parished of Ramshorpe, Perley, Ellastone and Bestwood in the County of Stafford and comprised in the whole 1.065 acres 1 rood 1 perch or thrabts and were dscd in the 1st Schedule thro and with the respective boundaries or abutals thro were (by way of further identification but not by way of restriction or enlargement) delineated on the plan annexed to those presents and were thron edged with the colour red such plan being taken from the Ordnance Survey Map dated in the yr 1924 of the Parishes above mentd) and the Nos. in such Schedule referring to the corresponding Nos. in such plan 1008 with the rts and benefits thrin stated to be included in that Concc

TO HOLD the same

UNTO the Pchr in fee simple but subjt as thrin stated UNTO the Pchr in fee simple but subjt as thrin stated

3. The following rts and benefits were included in the foregoing Concc and were thrby conveyed to the Pchr that was to say :-

(a) All such rts of way over the roadway at Ramshorn btwn the pts marked "A" and "B" on the sd plan and over the roadway cldd Green Lane btwn the pts marked "C" and "H" on the sd plan (both such roadways being coloured brown on the sd plan) and all such rts in the soil of the last-mentd roadway as the Vr cld convey

(b) The benefit of the covts on the pt of Thelma Evelyn Unwin contd in a Deed dated the 9th Aug. 1940 and md btwn the sd F.E. Unwin of the one pt and the Vr of the other pt being a Deed contg restrictive covts affecting freehold prems known as Brookley's Cottage

(c) The benefit of the covts on the pt of the Rural Dist Council of Chesale contd in a Deed (thrin cldd "the Council Deed") dated the 18th July 1924 and md btwn the Vr of the one pt and the R.D.C. of Chesale in the County of Stafford of the other pt being a Deed under wh the sd Council supplied water to the Vr's Wootton Lodge Estt

(d) The benefit of the agmts on the pt of the pchrs of the timber excepted out of that Comee with the Vr contd in the agmts for the sale of such timber (with or without other timber) but the Pchr shd not have the benefit of any agmt to pay pche moy for timber or any rt in respect of any pche moy already pd for such timber

4. The prems thiribte dscbd and conveyed were so conveyed subjt so far as thry resply apperted to the following exona reservons and other matters thiriner in that Clause mentd that was to say :-

- (s) Subjt to and with the benefit of the tenancies mentd in the 2nd Schedule thrt to but (in the case of Waste Farm) with the exon of the apporioned pt thrin mentd of the total rent.
- (b) Subjt to the rt of the owners or occupiers of Brookley's Cottage (being pts of Ord Nos. 282 and 282a in the Parish of Ramshorn) and all persons authorized by them at all times and for all reasonable pposes to pass and repress with or without vehicles over and along the roadway leading in a North Easterly direon from the sd Cottage to the Ellistone - Farley Rd wh rt of way was coloured yellow on the sd plan and was granted to the sd T.E. Unwin by a Deed of Gift dated the 25th

Sept 1939

(c) Subjt to the public rts of way over the 2 paths marked with broken purple lines on the sd plan btwn the pts marked "C" and "D" on the sd plan and btwn the pts marked "E" and "F" on the sd plan and to such other public rts of way as mt exist over paths.

(d) Except and reserved unto the Vr First all the timber on the 2 acres of land hatched in orange on the sd plan and 2ndly all thry timber already felled situate on the area (situate at "Ridding Side") marked with dotted orange lines on the sd plan and subjt to the rts vested in the Pchrs of such timber by the agreements for

Sds of such timber refd to in sub-clause (d) of clause 3 throf

(e) Subjt to the rts of the R.D.C. of Chesdle under the Council Deed

(f) Except and reserved to the Vr in fee of supply of water to the remainder of his Wootton Estt as thitherto enjoyed in accordance with the provisions thiriner

contd

(g) Except and reserved to the Vr any rt of it or sir over the landshewn and edged with the colour blue on the sd plan

(A) The supply of water to the whole of the Wootton Estt shd be continued in the same manner as thitherto and the cost of maintaining :-

(i) The natural channel and pipeline thrin from the pt marked "X" on the sd plan to the Hydraulic Rams shewn and under-lined in blue on the sd plan

(ii) The sd Hydraulic Rams and

(iii) The rising 2 inch main pipeline from the sd Hydraulic Rams up to the Northern boundary of the pty thry conveyed in a good state of repair order and condon and be borne equally btwn the Vr and the Pchr

(B) The Pehr for himself and his successors in title thereby covenants with the Vr that so long as the Vr and his successors in title shall repay to the Pehr and his successors in title one-half of the cost of maintenance as aforesaid the Pehr and his successors in title will :-

- (1) Take all necessary steps to enforce the due performance of the covenant the part of the Chesdale R.D.C. contained in the Council Deed and
- (11) Maintain in a good state of repair order and condition the said natural channel and pipeline through Hydraulic Rams and 2 inch main pipeline and ensure (as far as possible) by regard to the provisions of the Council Deed drought weather condons break-downs leakages and other causes beyond the control of the Pehr) the continuance to the Vr and his successors in title of supply of water as hitherto enjoyed

(C) The benefit of the foregoing covenant shall so far as practicable run with and ensure for the benefit of each and every one of the remaining portions of the Vr's Wootton East shown and edged with the colour blue on the said plan

(D) On any sale of any land thereby conveyed the obligations thereby imposed on the Pehr (including the obligations created by that sub-clause) shall so far as practicable be imposed by way of covenant upon any successors in title of the Pehr

6. The Vr to the intent and so that the covenant therein contained shall at all times thereafter be binding on the 2 fields edged with green on the said plan (wh two fields were therein called "the green lands" and when belonged at law and in equity to the Vr in fee simple and free from incumbrances) and ensured for the benefit and protection of the lands delineated on the said plan and thereon numbered 254 (therein called "the protected lands") and of every part of the protected lands did thereby for himself and his successors in title covenant with the Pehr and his successors in title the owner or owners for the time being of the protected lands and of every part thereof taken separately that without the previous consent in writing of the owner or owners for the time being of the protected lands no building of any sort whatsoever shall at any time thereafter be erected on the green lands or on any part thereof

7. The Vr thereby asked the part of the Pehr to produce of the documents specified in the 3rd Schedule thereto (the possession of which documents was retained by the Vr) and to deliver copies thereof and thereby undertook with the Pehr for the safe custody of such documents

- reply
8. The Pehr and the Trees thereby declared as follows :-
- (a) the freehold land and premises thereinbefore conveyed were to be held by the Pehr upon and subject to the same trusts and powers as were declared by the Ppeal Deed with respect to the freehold lands comprised in the Ppeal Deed
 - (b) The Trees were Trees of the Settlement for the purposes of the said Act
 - (c) The said Will of the Testator nominated no person for the purpose of appointing new Trees of the Settlement and accordingly the power to appoint a new Tree or new Trees of the Settlement was the power conferred by statute and was then vested in the Trees

THE FIRST SCHEDULE above ref'd to.
PARTS of the Lands in the Parishes of Bamshorn Parley Ellastone and
Bestwood in the County of Stafford conveyed by the above written Deed

PART 1.

Lands in Parishes of Bamshorn.

Plot on Plan to above written Deed.	Name description of cultivation.	Acreage according to Ord. Survey.
100	Pasture	2.163
101	"	2.141
107	"	4.029
Pt. 108	Pt Wootton Park Woods	269.050
109	Pasture	4.872
112	"	2.005
113	"	6.556
114	"	1.694
131	"	1.105
132	"	2.643
133	"	4.523
134	"	2.987
135	"	1.571
136	Arable put down to grass	3.88
137	Rough Pasture	2.02
138	"	1.701
139	"	1.056
140	"	3.336
141	"	3.933
142	"	1.191
143	Rough Pasture	1.886
144	"	1.191
145	Pasture and small bldg.	3.16
146	House and Garden	.530
147	Pasture	.784
148	Bldgs and yard	5.409
149	Pasture	2.604
150	"	.898
151	House bldgs and yard	2.076
152	Pasture	.663
153	"	2.820
154	"	4.709
155	"	5.377
156	"	4.82
159	Pasture Cottage and Garden	.106
160	Pasture	.219
161	Gross Lane	548
162	"	1.659
163	Cottage and garden and pasture	1.723
165	"	1.192
166	"	1.150
167	"	.565
168	"	1.279
170	Arable.	.481
171	Pasture	4.26
172	Pasture and road	3.419
173	Arable laid to Grass	1.086
174	Pasture	2.651
177	"	6.008
178	"	1.307
179	Rough Pasture	1.211
180	Arable &c	3.419
181	Rough pasture and lane	1.086
182	Pasture	.995
183	Pasture	2.407
184	Arable	2.077
185	Rough Pasture	.684
186	"	.314
187	"	.827
X188	Grass Lane	.271
189	Pasture	1.796
X190	"	1.412
X191	Trees &c	.865
X192	House bldgs Garden and grass lane	.942
X193	Pt Licks Wood	.198
X194	"	2.681
195	Pasture	3.140
196	"	5.477
197	Pt Wootton Park Woods	2.831
198	"	462.790

THE FIRST SCHEDULE continued.

No. on Plan to
Subs. Written Deed.

Name description
or cultivation.

Acreage according
to Ord. Survey.

198	Pt. Wootton Park Woods	2.774
199	(not planted)	1.71
200	Eid Low trunks in wood	6.060
201	Pt. Mid Low Plantation	2.336
202	Grass lane	3.868
203	Pasture	4.538
204	Pt. Lick's Wood	3.685
205	Pasture	1.668
206	Woods	.821
207	Pasture	3.795
208	P. and bldgs	4.102
209	Pasture	4.056
210	Pasture hay burn etc.	1.540
211	Pasture and bldgs	6.209
212	Pasture	3.624
213	Pt. Wootton Park Woods	3.457
214	Pasture	1.095
215	Pt. Eid Low Plantation	10.032
216	Pasture	7.560
217	"	17.999
218	"	33.389
219	"	10.505
220	"	4.267
221	"	1.267
221a	Belt of trees	2.152
222	House bldgs yards	574
223	Orchard	13.867
224	"	13.362
225	"	14.793
226	"	8.051
227	"	4.659
228	"	5.986
229	"	1.316
230	"	3.626
231	"	4.072
232	Woods	4.563
233	"	5.015
234	Pasture	1.254
235	"	25.828
236	"	44.980
237	" and trees	1.501
238	Trees &c.	3.08
239	Water &c.	1.34
240	Woodland	10.330
241	Meadow round house	2.283
242	Woodland	10.411
243	Pasture	12.047
244	Pasture & Cottage and garden	57.501
245	Arable	6.583
246	Pasture	10.328
247	"	31.747
248	Orchard	.320
249	Pasture	.981
250	"	4.610
251	Cottages, stables, outbuildings, etc.	.804
252	Pasture	5.533
253	Wootton Lodge gardens etc.	3.100
254	part Fishponds	.560
255	part Fishponds	.711
256	Fishpond	1.347
257	Woodland	1.823
258	Old Gravel Pit	.480
259	Woodland strip	4.925
260	Pasture	6.423
261	Holly Wood	5.593
262	Woods	.551
263	Pasture	2.662
264	Rough Pasture	1.367
265	Pasture	4.566
266	Woods	4.533
267	Woods	.826
268	Pasture	.998
271	"	17.126
272	Garden and Orchard	5.163
276	House, buildings, yard etc.	1.191
277	"	.246
278	"	1.191

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THE FIRST SCHEDULE continued

No. on Plan to above written Deed	Name description or cultivation	Acres according to Ord. Survey
278A	Buildings and yard	.386
279	Pasture	4.358
280	"	4.796
281	"	4.364
282	"	6.132
Pt. 282A	"	3.167
283	Part Plumpton Banks Plantation	10.544
283A	"	3.509
283B	"	4.303
283C	"	2.732
283D	"	3.406
284	Plantation and rough land	7.382
285	Plumpton Stone Quarry	1.572
286	"	5.568
287	"	8.133
288	Part Plumpton Bank Plantation	9.764
289	Pasture	5.285
290	Waste Wood	5.188
291	Pasture	12.960
292	"	3.107
293	Arable and Pasture	16.142
293A	"	3.437
294	Road	1.205
295	Pasture	6.692
296	Arable	6.192
297	Pasture	9.409
298	"	9.400

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498247
154766
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PART II.

Lands in other Parishes

No. on Plan to above written Deed	Parish	Name description or cultivation	Acres according to Ord. Survey
Pt. 129	Ferley	Demised Woods	1.131
135	"	Pasture	.031
138	"	Pasture	.428
139	"	Pasture	.937
.127	Ellastone	Cottage and garden	.665
5	Bestwood	Pasture	6.262

154766
9.454

THE SECOND SCHEDULE refd to

Parties of the tenancies affectg the lds covd by the above wrtn Deed

Name of Ppty	Name of Tenant	Area - Acres	Gross Rent	Land Tax	Remarks
1. Wootton Lodge	In hand	19.893		£4. 1. 3.	
2. Wootton Park Farm	Hodkinson J.	16.503	£75. 0. 0.	1. 4. 2.	Total Rental £225. but 16/-d. p.a. apportioned to ld adjs Brookleys Cottage excluded from the sale
3. Waste Farm	Prince A.B.	207.479	224. 4. 0.	4. 4. 2.	
4. Field at Bestwood Ward A.		6.262	6. 0. 0.	5. 2. 6.	Rent £75. for first yr thereafter £85. p.a.
5. Banks Farm	Cope F.	261.180	285. 0. 0.	18. 9.	Landlord pays rates
6. Parkside Farm	Finney J.W.	102.189	75. 0. 0.		
7. Park Farm	Warrington	57.841	50. 0. 0.	18. 9.	
8. Land	Dunport Sir W.B.	4.029	6. 0. 0.		
9. Ganderwell Cottage	Allen W.A.	.200	9. 2. 0.		
10. Land	"	2.024	5. 4. 0.		
10A. Id at Resser	Hodgshon				
11. Park Gate Lodge	Mrs. G.E. & P.J.	3.218	4. 0. 0.	2. 6.	
12. Cottage	Hudson Mrs.	.167	1. 0. 0.	3. 4.	
13. Cottage	Stone J.	.492	13. 0. 0.		
14. Land etc.	Hughes Ezors.	.118	6. 0. 0.		
15. Orchard near Stables	In hand (included in item 1)	.320	7.566		
16. Mari Pit Lane Cottage	Jennings C.H.	.665	6.10. 0.	2. 6.	
17. Mission Room	In hand (area with land in hand)	342.086		18. 9.	
18. Woods					
Totals		1065.257	£1134. 7. 0.	£17.16. 8.	

THE THIRD SCHED refd to

Parties of the docs to wh the above wrtn scmt and undertakg relate

No.	Parties to document	Dt.	Nature of document
1	1. Mary Cathcart (then Mary Uwin Spinster) 2. James Taylor Cathcart 3. John Norcliffe Preston 4. Clervaux Morley Saunders and Sir Charles Elphinstone Adam Bt.	19 July 1887	Settlement md on the marriage of the parties thereto of the 1st and 2nd pts of (inter alia) the greater pt of the heres convd by the above wrtn Deed
2	1. James Taylor Cathcart 2. Mary Cathcart	14 March 1904	Release of reversionary life intt under the sd Settlement
3	1. The Vdr and John Henry Preston 2. The Vdr 3. James Frederick Haynes Atkey	22 April 1924	Conce by the Pers Reps of M. Cathcart to the Vdr of the lds comprised in the sd Settlement
4	1. The Vdr 2. Nat. Prov. Bank Ltd.	25 May 1931	Mtge of the sd lds with stary vscfg recd thron endd
5	1. The Vdr 2. Dennis Thomas Durnford	21 June 1939	Agmt for sale of timber
6	1. The Vdr 2. Nixon Knowles & Co.	7 December 1939	Agmt for sale of timber
7	1. The Vdr 2. Timber & Wood (Merseyside) Ltd.	10 February 1940	Agmt for sale of timber
8	1. Attd copy Stary Decln of this dt/made by Katherine Agnes Uwin	13 August 1983	

Duly exed by sd parties and attd.

MEMO endd on last abstd Deed that by a Deed of Decln dtd 30th June 1949 md btwn the Hon. John Spencer Coke and John James Jear of the one pt and Geoffrey Hugh Eastwood of the othr pt it was wined that the sd J.S. Coke and G.H. Eastwood were the present trees of the Siment refd to in the bfr wrtn Subsidiary Vesting Deed

MEMO endd on last abstd Deed that by a Conce dtd 4th September 1951 and md btwn Sir Smith Hill Child of the lat pt The Hon. J.S. Coke and G.H. Eastwood of the 2nd pt and William Alan Hook of the 3rd pt the ppty known as Wootton Lodge Ellastone in the Coy of Stafford and havg an area of 20.098 acres or therts was convd unto the sd W.A. Hook in fee simple and biast to prodon of this Deed was thrby actnd

A B S T R A C T O F
THE WILL, DEATH & PROBATE
OF SIR SMITH HILL CHILD

at office of 14/11/16
 BY WILL of this dte SIR SMITH HILL CHILD *by will* appointed DAME BARBARA CHILD and TERESA CHILD *his daughter* to be the Executrices and Trustees of his sd Will
 158 SD Sir Smith Hill Child DIED
 159 PROBATE of the sd Will was granted on this dte (toget with 2 Codicils not the subj of this Abett) in the Principal Probate Registry to sd Dame Barbara Child and Teresa Child

WILLIAM ALAN BOOR of Wootton Lodge, Bournemouth in the County of Stafford
 BY AGMT of this date betn sd Dame Barbara Child and Teresa Child of the one pt and W.A. BOOR of the other part the sd Dame Barbara Child and Teresa Child agd to sell to the sd W.A. BOOR 1122.151 acres of land being the Wootton Lodge Estate *which included the following:*

NAME OF TENANT	HOLDINGS	AREA	ANNUAL RENT
R. S. Prince	Wootton Farm	170.230	£361.10.0.

at the price of £39,000.0.0.

Signed by Barbara Child and Teresa Child

27 (3)
②
7(i)
7/1/1.

1959

ABSTRACT of the TITLE

of
The Personal Representatives of
BRIGADIER GENERAL SIR SMITH HILL

CHILD Bt. to freehold lds in the
Parishes of Ramshorn, Farley Ellestone
and Bestwood in the Coy of Stafford.

KNIGHT & SONS,
NEWCASTLE,
STAFFS.

**PRIVATE
PROPERTY
KEEP OUT**

