

\* STAFFORDSHIRE. \*

*Particulars of Sale & Plan*

OF A VALUABLE

**Residential Property,**

KNOWN AS

**“Bishton Hall Estate,”**

Situate in the PARISH of COLWICH, in the COUNTY  
of STAFFORD,

Comprising 81a. Or. 33p.,

WHICH WILL BE OFFERED FOR

SALE BY AUCTION,

By Mr. HENRY GILLARD,

AT THE

**North-Western Hotel, Stafford,**

*On THURSDAY, the 16th day of JUNE 1887,*

At Two for Three o'clock in the Afternoon precisely,

==== IN ONE LOT. ====

Particulars and Plan of the Estate may be obtained from the AUCTIONEER,  
Stafford; Messrs. EDWIN HEATON & SON, Land Agents, Endon, near  
Stoke-upon-Trent (from whom also Orders to View the Mansion may be had);  
and from

**Messrs. FRERE, FORSTER, & CO.,**

Solicitors,

28, Lincoln's Inn Fields, LONDON, W.C.



## General Remarks.

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THE quantities set forth in the foregoing Particulars are believed to be correct, and shall be accepted as such by the Purchaser, be the same more or less.

THE Tithe Rent Charges payable in respect of the Estate are commuted at £20 11s. 9d. per annum.

THE Property is exonerated from Land Tax. It is subject to an annual Chief Rent, in respect of the copyhold portion, of 1s. 2d., and the fine payable on alienation is 2s. 4d.

THE timber, timber-like trees, pollards, and saplings on the Property, down to the value of one shilling per stick, have been valued at the sum of £352 9s. 6d., and the Purchaser will be required to pay for them at the amount of such valuation.

CERTAIN articles of planned Furniture, and other effects in and about the Mansion, including some Bookcases, Mirrors, &c., whether referred to in the Particulars or not, have been valued (according to Schedules, which may be seen at the Offices of the Auctioneer, and will be produced at the time of sale) at the sum of £98 12s., and the Purchaser will also be required to pay for them, in addition to his purchase money, at the amount of such valuation.

THE Estate is sold subject to all rights of ways, paths, roads, watercourses, or other easements, tithe rent charges, quit rents, and other outgoings (if any) belonging to or existing over the same.

THE Purchaser will be required to make a new boundary fence on the easterly side of No. 6, as shown on Plan.



# BISHTON HALL ESTATE.

## Conditions of Sale.

- FIRSTLY.—No person shall advance less at any bidding than a sum to be named by the Auctioneer, and no bidding shall be retracted.
- SECONDLY.—The highest bidder shall be the Purchaser, and if any dispute arise concerning a bidding, the property shall be put up again and resold.
- THIRDLY.—The Vendor is WALTER HILL CHETWYND, Esq., and he reserves the right to bid by an agent.
- FOURTHLY.—The Purchaser shall, immediately after the sale, pay a deposit of £10 per cent. of his purchase-money into the hands of the Auctioneer, and sign the subjoined agreement.
- FIFTHLY.—The title shall commence as to part of the freehold with Indentures of Lease and Release, dated the 30th and 31st July 1821, as to other part, with the will dated the 29th of January 1820, of a testator who died on or about the 8th December 1821, as to 3a. 3r. 4p. or thereabouts, with a conveyance in fee dated the 21st of July 1845, as to a small portion received on an exchange effected in 1877 under an order of the Inclosure Commissioners with a conveyance in fee dated the 5th September 1849, as to a further small portion, formerly Boulton's, with a conveyance in fee dated the 10th September 1846, and the title to the copyhold as consisting of No. 5, and 3a. Or. 34p., or thereabouts, part of No. 3 on the plan, and an ancient tenement and three-quarters of an acre or thereabouts, with a surrender dated the 31st day of October 1820.
- SIXTHLY.—No evidence shall be required of the land-tax having been redeemed beyond a statement of the Vendor (to be, if desired, verified by a declaration made at the Purchaser's expense), that none is now paid, or that the property is not now assessed to land-tax.
- SEVENTHLY.—The Purchaser shall assume that a sum of £5,000 mentioned to have been charged by a settlement of the 7th February 1800, on (among other hereditaments) so much of the property as was comprised in the Indentures of Lease and Release of the 30th and 31st July 1831, as portions for certain younger children, and against which an indemnity was provided by a Deed Poll of the 31st July 1821, was in due course satisfied, and has ceased to affect the property.
- EIGHTHLY.—The Purchaser shall not require any evidence of the identity of the premises as purchased by him or of any of them in particular, with any of the parcels described in the abstracted documents, other than such as is afforded by a comparison of the descriptions in the Particulars and abstracted documents, and of a declaration to be made (if required) at the Purchaser's expense that the property has been enjoyed according to the title shown for the last twenty years, or as to the land acquired under the said exchange since the date thereof, and the Vendor shall not be required to distinguish further or otherwise than by the abstracted documents can be done the copyhold from the freehold portion of the property, and in case of difference between any boundary line, as shown on any former plan and the present boundary line, as shown on the sale plan, it shall be assumed by the Purchaser that the present boundary line as so shown is correct, and that all the property coloured green on the sale plan is in fact included in some or other of the abstracted documents of title.
- NINTHLY.—The property is believed and shall be taken to be correctly described as to quantity and otherwise, and (in addition to the charges mentioned in the general remarks which shall be taken to form part of these conditions,) is sold subject as to some portion of the freehold to a chief rent or annual payment of 7s. 2d. (the origin of which or out of what lands it issues is not known and shall not be inquired as to), and as to the copyhold to all the incidents of copyhold tenure according to the custom of the Manor of Haywood, and as to all the premises subject to all tenancies affecting the same, and if any error, misstatements, or omission in the Particular or the general remarks, be discovered, the same shall not annul the sale, nor shall any compensation be allowed by the Vendor in respect thereof.
- TENTHLY.—The Purchaser shall send in writing to the office, at 28, Lincoln's Inn Fields, of Messrs. FRERE & Co., the Vendor's Solicitors, within twenty-one days after the delivery of the abstract, all his objections and requisitions (if any), in respect of the title and of all matters appearing on the Particulars or the Abstract, and in this respect time shall be of the essence of the contract and in default of such objections and requisitions (if none), and subject only to such if any shall be deemed to have accepted the title, and if he shall insist on any objection or requisition as to the title or abstract or evidence of title, particulars, conveyance, or otherwise, which the Vendor shall be unable or on the ground of difficulty or expense unwilling to remove or comply with, the Vendor may, by notice in writing, to be given to the Purchaser or his Solicitor at any time, and notwithstanding any negotiation or litigation in respect of such objection or requisition annul the sale, and shall thereupon return to the Purchaser his deposit, but without any interest, costs of investigating the title or other compensation or payment whatever.
- ELEVENTHLY.—The Purchaser shall pay the remainder of his purchase-money, and the sums of £352 9s. 6d. and £98 12s. mentioned in the General Remarks, on the 20th day of August next, at the office aforesaid, to the Vendor or as he shall direct, and upon such payment the Vendor and his Trustees and all other necessary parties (if any) will execute and make a proper assurance and surrender of the property to the Purchaser, but such assurance and surrender and every other

assurance and act (if any) which shall be required by the Purchaser for getting in, surrendering, or releasing any estate, right, title, or interest which may appear to him to be outstanding, or for completing or perfecting the Vendor's title, or for any other purpose, shall be prepared, made, and done by, and at the Purchaser's expense, and every such assurance and surrender shall be left, not less than 10 days before the said 20th day of August next, at the office aforesaid, and the expense of the perusal on behalf of, and the execution by all parties other than the Vendor and his Trustees (if any) of all such assurances and surrenders as aforesaid shall be borne by the Purchaser.

TWELFTHLY.—The rents or possession will be received or retained, and the outgoings discharged, by the Vendor, up to the said 20th day of August next, and as from that day the rents or possession shall be taken, and the outgoings discharged by the Purchaser, and all such rents and outgoings respectively shall, if necessary, be apportioned between the Vendor and the Purchaser for the purpose of this Condition.

THIRTEENTHLY.—If from any cause whatever the purchase shall not be completed on the said 20th day of August next, the Purchaser shall pay interest after the rate of £5 per cent. per annum on the remainder of his purchase-money, and on the said sums of £352 9s. 6d. and £98 12s., from that day until the purchase shall be completed.

LASTLY.—If the Purchaser shall fail to comply with the above Conditions his deposit-money shall thereupon be forfeited, and the Vendor shall be at liberty to re-sell the property at such time, in such manner, and subject to such Conditions, as the Vendor shall think fit, and any deficiency in price which may happen on, and all expenses attending the resale shall, immediately afterwards, be paid by the Purchaser to the Vendor, and in case of non-payment shall be recoverable by the Vendor as liquidated damages.



*MEMORANDUM.*

I  
of \_\_\_\_\_ hereby acknowledge that at the  
Sale by Auction this \_\_\_\_\_ day of \_\_\_\_\_ 1887, of the Property mentioned in the accompanying  
Particular, I was the highest bidder therefor, and was declared the purchaser thereof subject to the  
foregoing Conditions, at the price of £ \_\_\_\_\_ and that I have paid  
the sum of £ \_\_\_\_\_ by way of deposit to \_\_\_\_\_  
and hereby agree to pay the remainder of the said purchase-  
money and complete the said purchase according to the aforesaid Conditions and General Remarks.

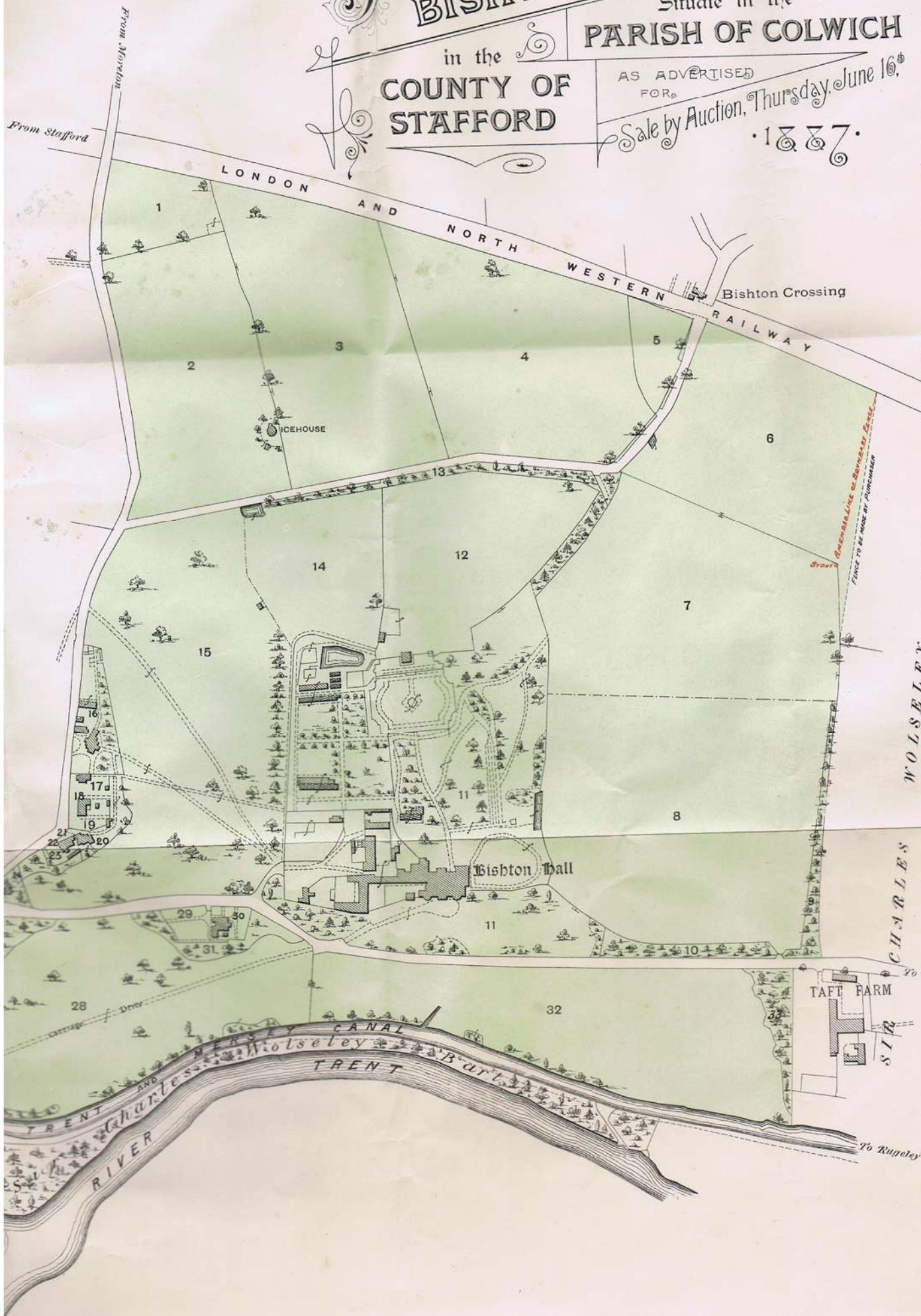
As Agent for the Vendor, I ratify this Sale, and as Auctioneer, acknowledge the receipt  
of £ \_\_\_\_\_

# PLAN OF BISHTON HALL ESTATE

Situate in the  
**PARISH OF COLWICH**

in the  
**COUNTY OF STAFFORD**

AS ADVERTISED  
FOR  
Sale by Auction, Thursday, June 16<sup>th</sup>  
1887.



Volseley Bridge

— Scale of Chains. —

Chains



**BISHTON HALL** was, for a very long period, the residence of the late Miss Sparrow, and is now in the occupation of Edward G. Garrow-Whitby, Esq.

**IT** is a handsome Stone-built Mansion, pleasantly situated on the banks of the River Trent, near Wolsley Bridge, in one of the most picturesque and favourite parts of Staffordshire, embracing charming views of Cannock Chase and the surrounding country.

**IT** is within one mile of Colwich Station, on the main line of the London and North-Western Railway, thereby affording direct communication with London (distant  $126\frac{1}{2}$  miles);  $2\frac{1}{2}$  miles from Rugeley, and 6 from Stafford.

**THE** House contains Entrance Hall, 29ft. 10in. by 17ft. 3in.; Breakfast Room, 17ft. 8in. by 16ft. 7in.; Dining Room, 32ft. 6in. by 22ft. 6in.; Drawing Room, 29ft. by 19ft.; Library, 17ft. 8in. by 11ft.; Housekeeper's Room, Butler's Pantry, Servants' Hall, Seventeen Bedrooms, and Four Dressing Rooms, and commodious and well-arranged Domestic Offices and Cellars.

**THE** Outbuildings are conveniently placed, and comprise Stabling for Ten Horses, Loose Boxes, Carriage Houses and Harness Room, together with a range of Farm Buildings.

**THE** Pleasure Grounds and Gardens are extensive, and tastefully laid out with Greenhouses, Vinery, and Conservatory. The Kitchen Garden, which is partially surrounded by a high brick wall, is very productive, and well-stocked with choice Fruit Trees.

**ON** the Estate are several small genteel Residences and ornamental Cottages, including Gardener's Cottage, the whole being in excellent repair.

**THE** Land is chiefly old turf of superior quality, and lies in a ring fence, the Mansion occupying a central position.

**THE** whole forms a compact and exceedingly desirable Residential Property, and is within reach of several of the meets of the North Stafford, Meynell, and South Stafford hounds.





# Particulars.



Occupiers.	No. on Plan.	Description.	Culture.	Quantities.			Total Quantities.		
				A.	R.	P.	A.	R.	P.
E. G. Garrow-Whitby, Esq. ...	11 ...	BISHTON HALL, Lawn, Shrubberies, Gardens, Pleasure Grounds, Carriage Houses, Stables, Yards, Farm Buildings, and Appurtenances ...	—	11	0	25			
	1 ...	Little Gravelly Hill ...	Meadow	1	0	19			
	5 ...	Mere Leasow ...	Arable	0	2	19			
	7 ...	Big Brook Gate... ..	Pasture	6	2	10			
	12 ...	Far Paddock ... ..	Do.	3	2	20			
	13 ...	Plantation ... ..	—	0	2	28			
	15 ...	East Paddock ... ..	Pasture	8	3	2			
	24 ...	Pinfold... ..	—	0	0	2			
	25 ...	Plantation ... ..	—	0	0	38			
	26 ...	Do. ... ..	—	0	2	15			
	27 ...	Do. ... ..	—	0	0	32			
	28 ...	East Lawn ... ..	Pasture	6	0	39			
	31 ...	Plantation ... ..	—	0	1	20			
	32 ...	West Lawn... ..	Pasture	6	0	27			
	33 ...	Plantation ... ..	—	0	1	27			
							46	3	3
Hanbury Twigg ... ..	16 ...	Bishton Lodge, Stable, Carriage House, Garden, and Pleasure Grounds ...	—	0	2	13			
	14 ..	Middle Paddock ... ..	Meadow	2	1	15			
							2	3	28
William Barter ... ..	17 ...	House and Garden ... ..	—	0	0	13			
							0	0	13
Thomas Harris and Richard Clowes ... ..	{ 18 and 19 }	Two Cottages and Gardens ... ..	—	0	0	30			
							0	0	30
Mary Ann Collett... ..	20 ...	House, Garden, &c... ..	—	0	0	32			
							0	0	32
Mary Beardmore, William Matthews, and Void ... ..	{ 21, 22, and 23 }	Three Cottages, Wash-house, and Gardens... ..	—	0	0	17			
							0	0	17
Elizabeth Sampson and Frances Spears ... ..	{ 29 and 30 }	Two Houses, Gardens, and Pleasure Grounds ... ..	—	0	1	16			
							0	1	16
William Parton ... ..	2 ..	Near Gravelly Hill ... ..	Arable	4	3	11			
	3 ...	Middle Do. ... ..	Pasture	5	2	19			
	4 ...	Far Do. ... ..	Arable	5	2	36			
	6 ...	Little Brook Gate ... ..	Pasture	5	0	0			
	8 ...	Stony Flatt... ..	Do.	8	2	26			
	9 ...	Plantation ... ..	—	0	1	19			
	10 ...	Do. ... ..	—	0	1	23			
							30	2	14
			TOTAL ... ..				81	0	33

*Handwritten notes:*  
F 33 2-9-6  
F 44352-9-6

**Bishton**

Situate in the P  
in the COUN

WHICH W

**SALE BY**

By Mr. HI

North-West

On Thursday

At Two for Three

IN

FRERE, FO

28, Lincoln

George Falmer &

