

**1 & 2 Great Englebourne Cottages, Harberton, Totnes,  
Devon TQ9 7PR**

**A detached period house divided into two cottages on 3 floors standing in about half an acre of secluded gardens surrounded by unspoilt farmland in the South Hams**



**FOR SALE BY AUCTION  
PRICE GUIDE IN THE REGION OF £350,000  
on Wednesday, 9<sup>th</sup> October 2013 at 3.00 p.m. at**

**The Jolly Farmer, Market Street, Newton Abbot,  
Devon TQ12 2RB**

**Auctioneers:**

**Rendells, 13 Market Street, Newton Abbot, Devon, TQ12 2RL  
Tel: 01626 353881 Fax: 01626 365030  
E-mail: newtonabbot@rendells.co.uk**

**Solicitors:**

**Wollen Michelmores, 15-21 Market Street, Newton Abbot,  
Devon TQ12 2RN  
Tel: 01626 332266**

## Foreword

This is one property divided into two cottages but one day could be converted into a single house.

1 & 2 Great Englebourne Cottages, Harberton, Totnes stand at the end of a private approach road nestling in a quiet rural setting off the Totnes Kingsbridge Road, the A381 about 2.4 miles from the Totnes town centre, with its wide range of shops both national chains and private with a good range of professional services, banks and commercial facilities.

The cottages stand within grounds of about half of an acre and are offered for sale as follows:

**1 Englebourne Cottages** is offered for sale with vacant possession on completion and comprises: Hall, Sitting Room, Kitchen, Bathroom W.C., 4 Bedrooms and a Shower Room W.C. Outside: Gardens and Garage.

**2 Englebourne Cottages** is offered for sale subject a Rent Regulated Tenancy to Mr. R. Malden at a rent of £6,420.00 per annum which was registered on the 16<sup>th</sup> of May 2013 to take effect from the 13<sup>th</sup> of June. This cottage comprises: Entrance lobby, Dining Room, Sitting Room, Kitchen, Ground Floor Bathroom W.C., 2 bedrooms on the first floor and 2 on the second floor. Outside: Extensive gardens with lawns and numerous specimen trees and shrubs.

## General remarks and Stipulations

**Tenure:** The property is Freehold and offered for sale with vacant possession of Cottage 1 and subject to the previously mentioned regulated tenancy on Cottage 2.

With completion on the 8<sup>th</sup> November 2013.

Title Plan: The title plan is attached to these particulars,

## Utilities

### Electricity

Western Power, Avon Bank, Feeder Road, Bristol. BS2 0TB. 0117 933 2000

**Mains Electricity, Private water** supply with separate meters for each cottage from the Great Englebourne Farm supply. Rights are reserved, see conditions of sale.

## Services

**Drainage.** Is to a modern septic tank installed in the field to the south of the property. Rights are reserved, see conditions of sale.

## Local Authority

South Hams District Council, Plymouth Road, Totnes, Devon TQ9 5NE. Tel: 01803 861234.

**Council Tax Cottage 1) B Cottage 2) B**

**Energy Performance Rating: Cottage 1) F Cottage 2) G**

## Sale:

The Auctioneers and the vendors reserve the right to alter the description and sell the property by Private Treaty before the auction.

**Directions:**

From Totnes take the A381 towards Kingsbridge and follow for about 2 miles at Brockhill Cross which is a junction signposted to Harberton.

Turn right here and drive through the gate pillars onto the private drive to Great Englebourne and Great Englebourne Cottages, follow this road for about half a mile until the road splits, at this point take the left fork where Great Englebourne Cottages will be seen on your left below the road level. Go through the pedestrian gate and down the steps to reach number 1.

**VIEWING**

**STRICTLY BY APPOINTMENT WITH THE AUCTIONEERS on 01626 353881**

**Number 2 GREAT ENGLEBOURNE COTTAGES should only be approached in the company of a member of Rendells staff. YOUR CO-OPERATION IN THIS WOULD BE GREATLY APPRECIATED TO MINIMIZE DISRUPTION TO THE TENANTS.**

**THE PROPERTY MISDESCRIPTIONS ACT 1991**

The Agent has not tested any apparatus, equipment, fixtures and fittings or services and so cannot verify that they are in working order or fit for the purpose.

**Prospective purchasers are advised to make a thorough inspection of the property to make themselves fully aware of its condition and its extent.**

Items shown in photographs are NOT included unless specifically mentioned within the sales particulars. They may however be available by separate negotiation. Buyers must check the availability of any property and make an appointment to view before embarking on any journey to see a property.

**Note: The Standard Conditions of Sale are attached to these particulars.**

**The auction pack may be inspected at Rendells, 13 Market Street, Newton Abbot, Devon TQ12 2RL but first please telephone 01626 353881 for an appointment. Copies are available at a charge of £24 including V A T.**



Garage and Car Port



Steps down to No 1 Cottage



View from top garden No 1 Cottage

## **1 Great Englebourne Cottages.**

This is the main section of the house which dates from the 1800s and is constructed of local stone beneath a composition slate roof and has timber casement sash single-glazed windows and the benefit of oil fired central heating. The property is in need of some general refurbishment and offers a unique opportunity to purchase a home and income in a delightful rural setting yet within easy reach of the Totnes town shopping facilities and numerous other local attractions including the River Dart and the picturesque beaches on the South Devon coast. Prospective purchasers are advised to make a thorough inspection of the properties and satisfy themselves as to their general condition prior to attending the auction and bidding.

The accommodation comprises:

Entrance Porch opening to the:

Entrance Hall with slate flagged floor, radiator doors leading to:

Rear Hall with rear entrance door and large walk-in cupboard with oil central heating boiler and lagged hot water cylinder.

Bathroom W.C. with heavy original ledge and brace pine door with blacksmiths lock.

Panelled bath H & C, hand basin H & C, low level W.C. and a slate tiled floor. Shower cubicle with thermostatic shower control off the hot water system.

From the main hall a panelled door opens to the:

Sitting Room, 14'1" x 16'10" into a deep bay looking out to the gardens. This room has a beamed ceiling and stone chimney breast with open fireplace at present fitted with a multi-fuel room heater and alcoves either side. Radiator in the bay.

Door to:

Kitchen, 15'11" x 7'4", fitted with a good range of built in units with ample storage cupboards and wipe clean slate effect work surfaces with inset electric hob with double fan ovens under and a stainless steel extractor hood over. Stainless steel sink unit H & C. Tiled splash backs and a range of wall cupboards. Recess for fridge and deep recess with plumbed points for a washing machine. Radiator and 2 windows with deep slate sills.

From the hall is a staircase leading to the:

### **First Floor level**

Landing with radiator.

Bedroom (1) 14'0" x 13'10" into bay. Cast Iron fireplace, radiator views over the gardens.

Bedroom (2) 18'2" x 7'9" to extremes. Bay window, radiator. Views over the gardens.

Rear landing area

Shower W.C. Shower cubicle with thermostatic control off the hot water system. Low level W.C. Hand basin H & C

## **Second Floor**

Landing

Bedroom (3) 14'0" x 12'10" overall. Radiator, widow with far reaching open country views.

Interconnecting

Bedroom (4) 16' 8" x 9'2" into bay, radiator, exposed beams, access to loft area.

## **OUTSIDE**

To the front of the property is a good sized garden laid out with lawns shrubs and trees and an area at the top ideally suited as a vegetable garden.

To the rear of the cottage is a lawned area with the Oil tank and steps down to the small rear cobbled area and rear access door.

Garage constructed of stone under a corrugated roof.

To the rear of the garage is a lean to storage shed.

## **2 Great Englebourne Cottages.**

This cottage forms part of the main house constructed of local stone under a composition slate roof and having sliding timber sash windows. This Cottage is let on a regulated tenancy to Mr. R. Malden where a rent review has just taken place with a new passing rent payable at £6,420 per annum from the 13<sup>th</sup> June 2013. This property does not have central heating and is connected to the same range of services as number 1 with separate meters where applicable.

The accommodation comprises:

Entrance Lobby.

Dining Room, 17'10" x 12'0", with French doors opening to the garden on the south side.

Door opening to sitting room 21'2" x 13'10", fireplace with working grate. Bay window.

Kitchen, 13'6" x 8'7", range of units and wall cupboards Stainless steel sink H & C

Door to Bathroom with Panelled bath H & C Hand basin H & C.

And a door on the other side of the kitchen opening to:

A separate Toilet with low level W.C.

Inner Hall with staircase to:

### **First Floor:**

Landing.

Bedroom (1) this is an L shaped room 20'6" x 13'6" overall 2 windows to the gardens.

Bedroom (2) 14'7" x 8'1" window to garden.

### **Second Floor:**

Landing

Bedroom, 15'3" x 13'5", window with open views.

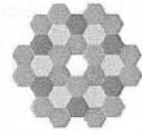
### **OUTSIDE**

Extensive well tended gardens with numerous specimen trees shrubs and bushes and well kept lawns.

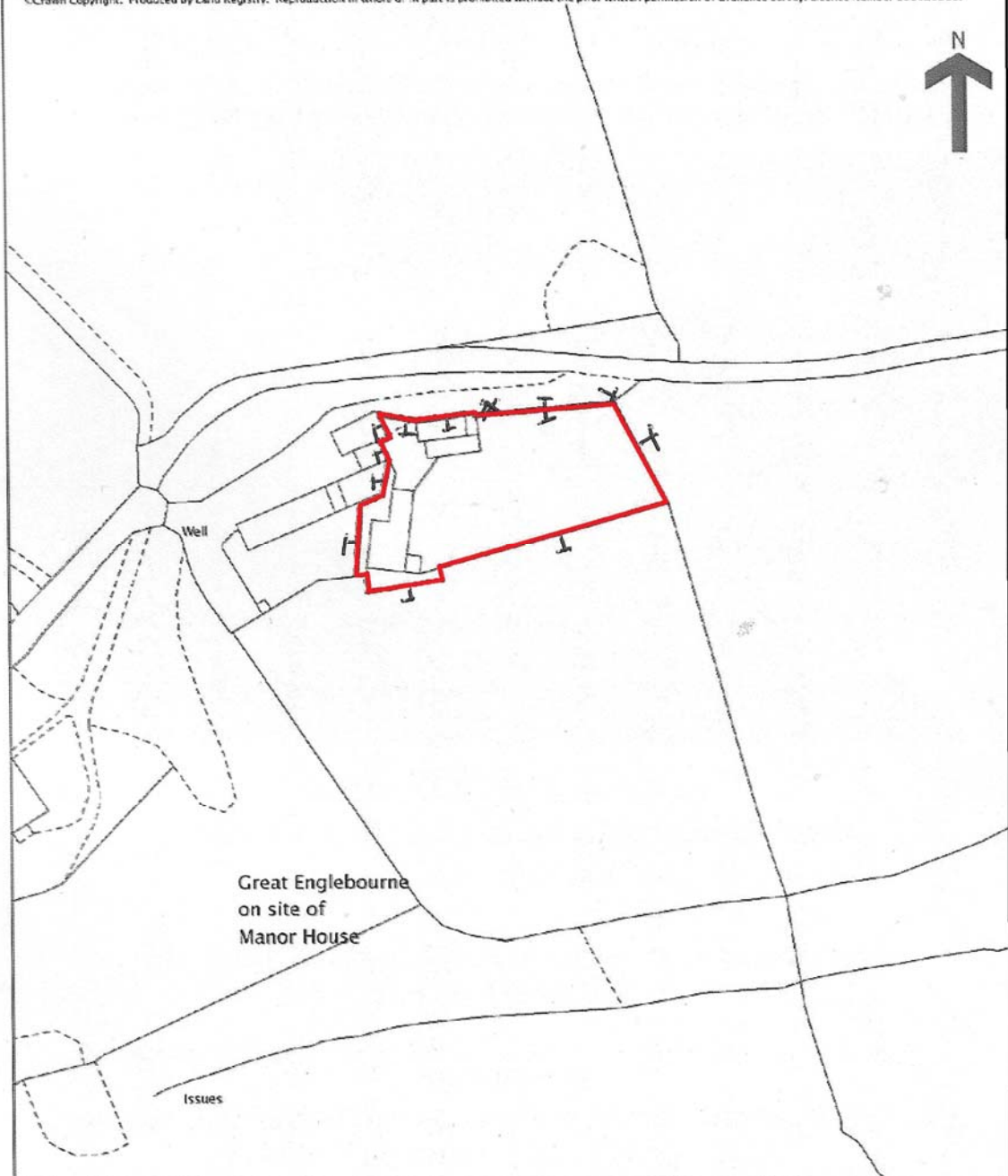
Car Port, 16'6" x 19'0" overall.

Land Registry  
Official copy of  
title plan

Title number **DN588243**  
Ordnance Survey map reference **SX7756NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Devon : South Hams**



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(PLAN OF GREAT ENGLEBOURNE COTTAGES – NOT TO SCALE)



# **CONDITIONS OF SALE**

**in respect of sale by auction of**  
**1 & 2 Great Englebourne Cottages, Harberton, Totnes TQ9 7PR**  
**Title Number DN 5888243**  
**on**

**Wednesday 9<sup>th</sup> October 2013 at 3.00 p.m.**

## **GENERAL CONDITIONS OF SALE**

**Note:** These General Conditions of Sale should be read with the Auctioneers' Particulars of

Sale and with the Standard Conditions of Sale annexed hereto

### 1. Definition and Interpretation

In these Special Conditions of Sale and Standard Conditions of Sale unless the context otherwise requires the following expressions shall have the following meanings assigned to them:

"the Auctioneers"	mean Messrs Rendells of 13 Market Street Newton Abbot
"the Particulars"	mean the Particulars of Sale prepared by the Auctioneers. In respect of the above auction
"the General Conditions"	mean the General Conditions of Sale
"the Special Conditions"	mean the attached Special Conditions of Sale
"the Memorandum"	means the Memorandum annexed to the Special Conditions
"the Property"	means the property 1 & 2 Englebourne Cottages, Harberton, Totnes, Devon TQ9 7PR.

“the Auction”	means the auction to be held on Wednesday. 9 <sup>th</sup> October 2013 at 3.00pm at the Jolly Farmer, Market Street, Newton Abbot
“the Seller”	means Mrs Cynthia Kate Irish
“the Seller’s Solicitors”	means Wollen Michelmore, 15-21 Market Street, Newton Abbot, Devon TQ12 2RN
“the Buyer”	means the person who submits the highest bid accepted by the Auctioneers in respect of the Property
“the Buyer’s Solicitors”	means the person or firm named as such in the Memorandum annexed to these Special Conditions
“the Purchase Price”	means the amount of the successful bid
“the Completion Date”	means the 8 <sup>th</sup> November 2013 or by agreement
“the Interest Rate”	means 5% over the base rate of Lloyds TSB Bank Plc from time to time
“the Standard Conditions”	means the Standard Conditions of Sale (5th Edition)
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
“Interpretation of Special Conditions and Standard Conditions”	Words importing one gender shall be construed as importing any gender  Words importing the singular shall be construed as importing the plural and vice versa

Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities

Clause heading do not form a part of these conditions and shall not be taken into account in its construction or interpretation

“the Perpetuity Period” in the context of the Special Conditions shall mean a period of 125 years

2. General and Special Conditions of Sale

2.1 the Property is sold subject to the General Conditions and the Special Conditions

2.2 In the event of any conflict between the General Conditions and the Special Conditions then these Special Conditions shall prevail

3. Memorandum

The Buyer shall at the close of the sale sign the Memorandum in the form annexed to the Conditions. Time shall be of the essence as to the signature of the Memorandum, the payment of the deposit, and the honouring of any cheque and, if such conditions are not satisfied, the Property may fall to be re-sold and any person whose bid has been accepted shall, notwithstanding that the agreement thereby made shall otherwise be at an end, indemnify the Seller against any losses damages and expenses arising out of the transaction not proceeding to completion

4. Deposit

4.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneers, Rendells, who shall hold the money as stakeholders for the Sellers.

The money will be held in Rendells Clients Deposit Account at Lloyds TSB, 41 Courtenay Street, Newton Abbot TQ12 2QW, South Devon.

4.2 The deposit may be paid by such method as the Auctioneers shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneers may reasonably require of his identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured

4.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-

4.3.1 of rescinding the sale or

4.3.2 or affirming the sale

and if the Seller affirms the sale either

4.3.2.1 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment and for any losses damages and expenses suffered by the Seller and flowing from the breach of contract by the Buyer or

4.3.2.2 the Seller may seek specific performance of the sale

## 5. Completion

5.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct

5.2 In the event that the actual completion shall take place after 12 noon on a Working Day then for the purposes of making apportionments (if any) the date of actual completion shall be deemed to be the next Working Day

5.3 The Seller shall not be required to transfer the whole or any part or parts to any person or body other than the Buyer who signs the Memorandum

5.4 Payment of the balance of the purchase price is to be made in pounds sterling and only by way of direct transfer to the sellers Solicitors account

6. Notice to Complete

6.1 The Seller or Buyer may on or after the agreed completion date give the other Notice to Complete within ten business days excluding the date on which the notice is given making time of the essence

(a) The person giving the notice must be ready to complete

(b) If the Buyer fails to comply with the Notice to Complete the Seller may, without affecting any other remedy the Seller has,

(i) rescind the Contract

(ii) claim the deposit

(iii) forfeit the deposit

(iv) re-sell the Lot and

(v) claim damages from the Buyer

(c) If the Seller fails to comply with a Notice to Complete the Buyer may, without affecting any other remedy the Buyer has,

(i) rescind the Contract and

(ii) recover the deposit from the Seller or, if applicable, a stakeholder

6.2 If the Contract is rescinded or otherwise brought to an end

- (a) The Buyer must return all papers to the Seller and appoint the Seller as its agent to cancel any registration of the Contract
- (b) The Seller must return the deposit and any interest on it to the Buyer (and the Buyer may claim it from the stakeholder if applicable) unless the Seller is entitled to forfeit the deposit under the above condition 6.1 (c)

7. Capacity and Covenants of Title

The Seller sells as registered proprietor with full title guarantee

8. Possession

The Property is sold with vacant possession on completion of Cottage No 1 and subject to the tenancy of Cottage No 2

9. The Registered Title

The registered title is DN 5888243.

10 Encumbrances

10.1 The Property is sold subject to all matters referred to in these Conditions

10.2 Whether or not the Buyer shall have inspected any of the documents referred to in these conditions and the Special Conditions relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them notwithstanding any partial incomplete or inaccurate statement in those Conditions

- 10.3 The Buyer accepts the title of the Seller to the Lot as at the Contract date and they raise neither requisitions nor objections except in relation to any matters following the Contract date
- 10.4 Unless otherwise stated in the Special Conditions the Seller sells with Full Title Guarantee except that
- i) All matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the Buyer and
  - ii) An implied Covenant as to compliance with the Tenants obligations under leases does not extend to the state or condition of the Lot where the Lot is Leasehold Property.
- 10.5 The Transfer is to have effect as if expressly subject to all matters subject to which the Lot is sold under the Contract
- 10.6 Unless a form of Transfer is set out in the Special Conditions
- i) The Buyer must supply a draft Transfer to the Seller at least ten business days before the agreed completion date and the engrossment five business days before that date or if later two business days after the draft has been approved by the Seller and
  - ii) The Seller must approve or revise the draft Transfer within five business days of receiving it from the Buyer
- 10.7 If the Seller remains liable in any respect in relation to the Lot following completion the Buyer is specifically to covenant in the transfer to indemnify the Seller against that liability
11. Other matters affecting the Property

The Property is sold subject to:-

- 11.1 all local land charges whether registered or not before the date of the Memorandum and all matters capable of registration as local land charges whether or not actually so registered and matters that ought to be disclosed by the searches and enquiries made by a prudent buyer whether or not the buyer has made them
- 11.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the Memorandum
- 11.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning
- 11.4 all rights including rights of way (whether public or private) light support drainage water and electricity supplies and other rights and obligations easements and quasi-easements and all existing proposed wayleaves for masts pylons stays cables drains and water gas and other pipes and all other matters affecting the Property whether or not the same are apparent
- 11.5 Matters registered or capable of registration by any competent authority or under the provisions of any statute
- 11.6 Outgoings and other liabilities
- 11.7 Anything that is an overriding interest within the meaning of the Land Registration Act 2002

12. Disclaimer

- 12.1 A copy of the Particulars the General Conditions and the Special Conditions relating to the Property having been available for inspection at the offices of the Seller's Solicitors and the Auctioneers for not less than 14 days prior to the date of the Auction the Buyer shall be deemed to purchase with full knowledge thereof whether



the same shall have been inspected by the Buyer or his Solicitors and the Buyer shall not be entitled to raise any enquiries or requisitions in respect of thereof

12.2 The Property is believed and shall be taken to be correctly described in the Particulars,

the General and the Special Conditions but any incorrect statement error or omission which may be discovered in the description thereof the Auctioneers general remarks, the Plans, or in the documents of title, shall not annul the sale and nor shall the Buyer claim or be entitled to any compensation in respect thereof, provided that such error or omission does not materially affect the market value of the Property

12.3 The Property is sold in its present state of repair and condition and the Buyer shall be deemed to have full notice and knowledge thereof and shall make no requisition or objection in respect thereof

12.4 The Buyer acknowledges that, having inspected the Property, he enters into the purchase or any agreement collateral thereto on the basis of his own inspection and enquiries of the relevant authorities and on the Seller's Solicitors written replies to his own or his Solicitor's enquiries and not on reliance upon any other express or implied representation, whether made orally or in writing, by or on behalf of the Seller

12.5 The Buyer shall not object or raise a requisition to any minor discrepancy between the size of the Property as given in the Particulars, the General and the Special Conditions and as evidenced by the title deeds or between the plans annexed to the title deeds; in each case the latter shall prevail. In the event of any variation or inconsistency between the Particulars, the General and the Special Conditions, the latter shall apply.

12.6 The Buyer is not relying on the information contained in the particulars or in any replies to the preliminary enquiries but on the Buyers own verification of that information.

13. Incorporation of the Standard Conditions

The Standard Conditions shall apply to these Conditions so far as they are applicable to a sale by auction and are not varied by nor inconsistent with the terms of these Conditions including the Special Conditions

14. The Conditions of Bidding

13.1 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneers or other person appointed by them to bid up the reserve price

13.2 The Auctioneers reserve the right to regulate the bidding and the right (without giving any reason) in their sole discretion to refuse to accept a bid

The Auctioneer's decision shall be final should any dispute arise as to the conduct of the auction

15. Searches

The Seller's Solicitors shall make the usual search and enquiries of the Local Authorities. The replies to the searches and enquiries shall be handed over to the Buyer after the Auction and the Buyer shall on completion reimburse the Seller with the cost of £----- being a proportionate part of the costs of such

16. Merger on completion

The provisions of the General and the Special Conditions shall not merge on completion of the sale of the Property to the Buyer so far as they remain to be performed

17. Law of Property (Miscellaneous) Act 1994

- 17.1 For the purposes of Section 6.2.a of the said Act all matters recorded at the date of the Memorandum in Registers open to public inspection are to be considered within the actual knowledge of the Buyer

**MEMORANDUM**

I/WE

of

DO

HEREBY

ACKNOWLEDGE that I/We have this day agreed to purchase from

the Property at the price of

Pounds

(£ ) subject to the annexed Special Conditions of Sale and I/we have paid to

the Auctioneers in accordance with standard Condition 4.1 the sum of

Pounds (£ ) as a ten per cent

deposit and in part payment of the purchase price and I/We hereby agree to pay the remainder

of the purchase price and complete the purchase in accordance with the annexed special

Conditions of Sale

AS WITNESS my/our hands this

day of

2013

.....

Purchase Price                    £

Deposit                            £

Balance                            £

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned

Deposit this

day of

2013

.....

Rendells for and on behalf of

Office Copy entries and results of Local Search to be sent to:-