

On the instructions of Mr David Luscombe and
Mrs Hilda Mary Luscombe

**A BARN KNOWN AS KITTYMORE LINHAY AND
LAND EXTENDING TO 9.2 ACRES
SITUATE AT COMBE FISHACRE, IPPLEPEN,
NEWTON ABBOT, SOUTH DEVON**



**FOR SALE BY AUCTION ON WEDNESDAY, 20th SEPTEMBER
2017 AT 3.00 P.M. AT THE JOLLY FARMER, MARKET STREET
NEWTON ABBOT, TQ12 2RB**

Auctioneers:
Rendells
13 Market Street
Newton Abbot
Devon TQ12 2RL
Ref: CCM/JMP
Tel: 01626 353881 Fax: 01626 365030
Email: ccm.rendells@yahoo.co.uk
or 01803 863888

Solicitors:
Wollen Michelmores
15/21 Market Street
Newton Abbot
TQ12 2RN
Telephone: 01626 332266
Email: jonathan.wharmby@wollenmichelmores.co.uk

GENERAL REMARKS AND STIPULATIONS

Kittymore Linhay with the accompanying land is situate between Newton Abbot and Totnes south of the village of Ipplepen in Combe Fishacre in a rural area of stock and arable farms west of the main railway. The property comprises a stone and galvanised barn standing in about 9.2 acres of grass land and a little area of woodland all making an interesting rural investment. Access leading from the road to the land is included in the sale and this will be for the sole use of the purchaser.

Tenure

The property is freehold and sold with vacant possession on completion on the 4th December 2017.

Boundary Ownership

Where known is marked by a 'T'.

Covenants, Rights of Way and Easements

There are no rights of way nor easements nor covenants affecting the property.

Services

Electricity is not connected but an easement will be granted over the sellers' land.

Water

No water is connected but there is a mains water supply under the sellers' adjoining land and the new access. The purchaser will be granted the right to lay a pipe under land being retained by the owners along a route to be agreed on condition that all damage is rectified.

There is a stream in the southern part of the land.

Access

A new access has been provided being the strip of land edged red on the sale plan. The sellers will erect a fence between the points C-D on the sale plan, this access will be for the sole use of the purchaser.

The sellers will remove the cattle pens and erect the remainder of the fence C-D within one month of completion.

Fence

The purchasers shall within two months of completion erect a post with galvanised iron stock netting and two strands of barbed wire stock proof fence within two feet of the stream on the western boundary of O.S. between the points A-B as shown on the sale plan.

Restriction of Use

There will be a covenant in favour of the retained land at Kittymore Farm restricting business use and events for motor vehicles and motor cycles. This will not apply to the parking of vehicles for private use of the purchasers and their enjoyment of the land.

Local Authority

Teignbridge District Council, Forde House, Newton Abbot, TQ12 4XX.

Basic Payments

The owners will transfer any basic payment entitlements, the owners retaining the payments for 2017. (There is no guarantee to this).

Planning

No planning application has been made in respect of the barn.

Plan

The plan has been prepared from Promap from which the areas of the enclosures have been measured. The plan is for identification purposes alone.

Identification

The purchaser or purchasers shall provide proof of identity by presentation of a current driving licence with photograph or a current passport and a recent utility bill.

Payment of Deposit may be:-

- 1) By cash.
- 2) Debit card (not credit card)
- 3) Cheque

Viewing

Anyone with these details to hand may inspect the property in the hours of daylight.

DO NOT ENTER THE LOFT IN THE BARN. Please do not take pets with you when you inspect. There may be cattle or sheep on the land.

Directions

Leave Newton Abbot, take the road to Totnes pass Ipplepen on the right, go past the turning for Wrigwell and turn left to Combe Fishacre, go down the hill and turn left before the railway bridge, parking on the road verge go through the gateway and walk up the entrance track. There may be livestock on the track and on the land so make sure you close all the gates.

Solicitors' Auction Information

This may be inspected at Rendells, 13, Market Street, Newton Abbot, Devon, TQ12 2RL. Please telephone 01626 353881.

Kittymore Linhay

An attractive barn constructed from local stone under a galvanised iron roof with hayloft (the floor in the hayloft is in poor condition so **DO NOT ENTER**). There is a yard on one side onto which the barn opens. The ground floor of the barn is used by livestock as a shelter and this opens onto a yard. The external measurements of the barn are about 49 feet x 18 feet.

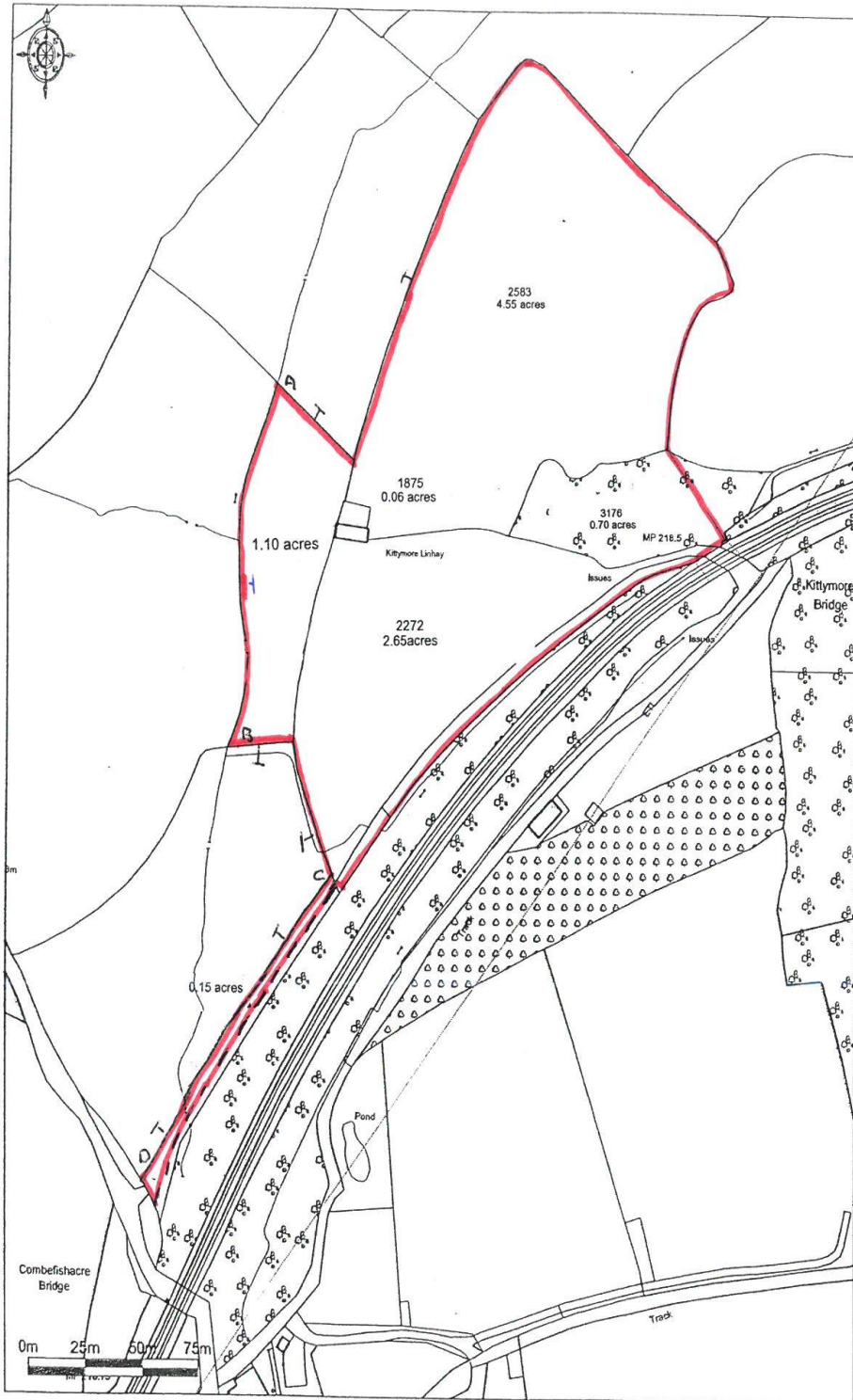
Land

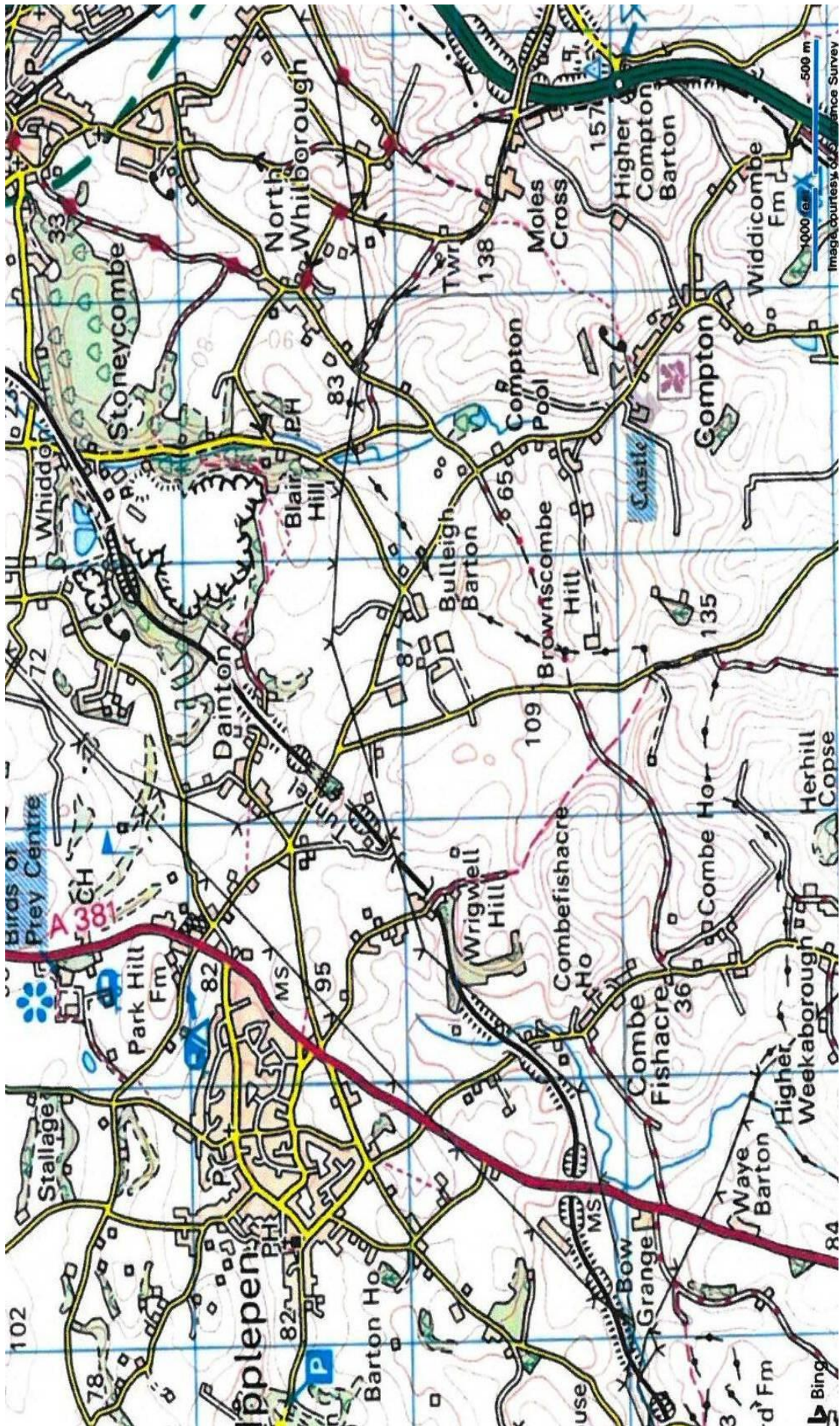
The land comprises 3 pasture fields overlying red soil and also a small area of woodland.

Schedule

O.S. Number	Description of Land	Area
2583	Pasture	4.55
2272	Pasture	2.65
3176	Wood	0.70
1875	Linhay and Yard	0.06
	Pasture	1.10
	Entrance	0.15
		9.21







CONDITIONS OF SALE
in respect of
a Barn known as Kittymore Linhay and
Land extending to 9.21 Acres situate at
Combe Fishacre, Ipplepen, Newton Abbot, South Devon.

Title Number DN424606
on
Wednesday 20th September 2017 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 any Special Conditions of Sale which will be annexed).

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, South Devon, TQ12 2RL.
“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 a barn known as Kittymore Linhay and land extending to 8.35 acres situate at Combe Fishacre, Ipplepen, Newton Abbot, South Devon.
“the Auction”	means the auction to be held on Wednesday 20 th September 2017 at 3.00pm at the The Jolly Farmer,

Market Street, Newton Abbot, South Devon, TQ12

2RB.

“the Seller”	means Mr David Luscombe and Mrs Hilda Mary Luscombe.
“the Seller’s Solicitors”	means Messrs. Wollen Michelmores, 15-21 Market Street, Newton Abbot, South 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 4 th day of December 2017.
“the Interest Rate”	means 5% over the base rate of Lloyds 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”	<p>Words importing one gender shall be construed as importing any gender</p> <p>Words importing the singular shall be construed as importing the plural and vice versa</p> <p>Where any party comprises more than one person the</p>

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.

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 Bank Plc, 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.

7. Capacity and Covenants of Title

The Seller sells as registered proprietor with full title guarantee.

8. Possession

The land is sold with vacant possession on completion.

9. The Registered Title

The registered title is DN

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 Property where the Property is Leasehold Property.

- 10.5 The Transfer is to have effect as if expressly subject to all matters subject to which the Property 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

14.1 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.

- 14.2 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 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.

SPECIAL CONDITIONS OF SALE

In respect of Sale of Kittymore Linhay and Land at Coombe Fishacre

- 1.1 General Condition 10.6 shall not apply and the form of Transfer deed shall be as set out in the specimen deed annexed hereto.
- 1.2 The buyer will execute the Transfer deed in duplicate and furnish the sellers' solicitors with the signed documents no later than five working days prior to the completion date.

2. Without prejudice to clause 10 of the General Conditions, the property is sold together with the benefit of and subject to all matters referred to in the specimen Transfer.

SCHEDULE OF DOCUMENTS

Schedule of Documents to be provided by Wollen Michelmores, Solicitors.

MEMORANDUM

 $I/We,$

of

DO HEREBY ACKNOWLEDGE that I/We have this day agreed to purchase from **MR DAVID LUSCOMBE and MRS HILDA MARY LUSCOMBE** 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 2017

.....

Purchase Price £

Deposit £

Balance £

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned deposit this _____ day of _____ 2017

.....
 Rendells for and on behalf of