

On instruction from Mrs S. A. L. Trayhorn

LAND AT GALE ROAD

**1 ½ MILES FROM ASHBURTON
SOUTH DEVON**

**4.3 ACRES OF PASTURE FIELD
WITH STONE FODDER STORE AND STOCK SHELTER
SITUATE EAST OF ASHBURTON
AND SOUTH OF THE A38 DEVON EXPRESSWAY**

FOR SALE BY AUCTION ON

WEDNESDAY, 14th SEPTEMBER 2016

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/RF

Tel: 01626 353881 Fax: 01626 365030

Email: newtonabbot@rendells.co.uk

Solicitors:

Mr N E Conner

Tozers Solicitors LLP

Broadwalk House, Southernhay West,

Exeter, Devon

EX1 1UA

Tel: 01392 207020 Fax: 01392 207019

Email: n.conner@tozers.co.uk

GENERAL REMARKS AND STIPULATIONS

The land is situate to the East of Ashburton and South of the Devon Expressway (A38) in South Devon. Ashburton is a popular town and has all the local amenities one would expect to find in a small urban centre. The land abuts Gale Road to the South-east and is well served by local roads and the A38 which connects Plymouth in the South-west to Exeter in the North-east. The surrounding countryside comprises predominantly agricultural and amenity land with some commercial and industrial sites. The land benefits from being on the doorstep of Dartmoor National Park although it is situate within the district of Teignbridge.

The land is level and currently under pasture which is surrounded by good boundary hedging and stock fencing. There are two separate gated entrances to the land which lead directly from Gale Road. Note: Gale Road continues as Dolbeare Road at Gallows Park Cross.

There are two stone built barns on the land which measure approximately 12' x 10' and 10' x 10'.

Tenure

The property is freehold and will be sold with vacant possession on completion on the 14th October 2016.

Boundary Ownership

Where known is marked by a "T".

Wayleaves and Easements

The property is sold subject to and with the benefit of all or any rights of way, both public and private, rights of light and other easements, all wayleaves for poles, pylons, stays, cables, water and other pipes at present erected on or passing through the property and to all agreements and pending agreements thereon mentioned in these particulars.

Sale

The owner and the auctioneers reserve the right to alter, amend, divide or withdraw the property from sale or to sell by Private Treaty before the auction.

Services

There is no mains water connected to the property, however, it is believed that there is a main water pipe under the road near Parkers Holiday Park at Higher Mead Farm.

There is no electricity supply connected to the property.

Local Authorities

Teignbridge District Council, Forde House, Newton Abbot, TQ12 4XX. Tel: 01626 361101

Utilities

Western Power Distribution, Elliott Road, Plymouth, Devon, PL4 0SD

South West Water, Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR

Plan

The plan attached to the details should be treated as a guide. Anyone interested in purchasing is advised to make a thorough inspection to be aware of its extent and condition.

Viewing

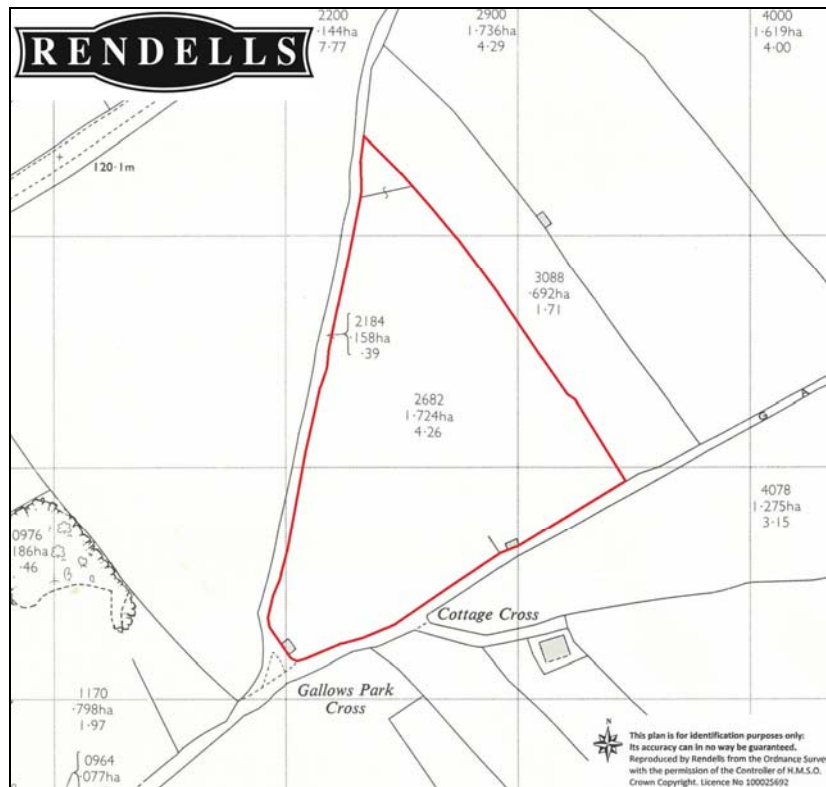
Viewing may take place in the hours of daylight so long as these particulars are to hand.

Directions

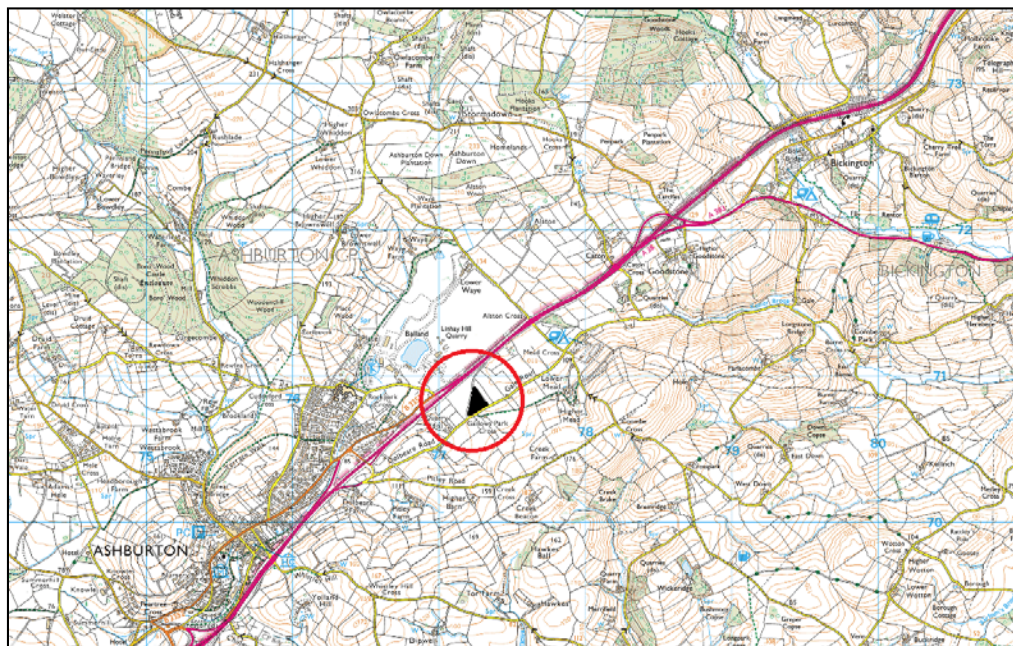
Leave Newton Abbot on the A383 (Ashburton Road) and join the A38 towards Ashburton. Take the second turnoff at Alston Cross, signposted “Parkers Farm”. Take the next right and continue along the road for 500 yards. The land is situate on the right hand side and is marked by a large Rendells sale board.

Alternatively; take the first exit to Ashburton on the A38, turning left onto Dolbeare Road and following until the Rendells sale board can be seen.

Identification Plan



Location Plan



CONDITIONS OF SALE
in respect of a sale by auction of
4.3 Acres of Pasture Field with Stone Fodder Store
and Stock Shelter situate East of Ashburton and
South of the A38 Devon Expressway

on

Wednesday 14th September 2016 at 3.00 p.m.

GENERAL AND SPECIAL CONDITIONS OF SALE

Note: These General and Special Conditions of Sale should be read with the Auctioneers' Particulars of Sale and with any Special Conditions of Sale (5th Edition).

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 these Special Conditions of Sale
“the Memorandum”	means the Memorandum annexed to the Special Conditions
“the Property”	means the property 4.3 acres of pasture field with Stone Fodder Store and Stock Shelter situate East of Ashburton and South of the A38 Devon Expressway comprised in the document referred to in Special Condition 9 hereof
“the Auction”	means the auction to be held on Wednesday 14 th September 2016 at 3.00pm at the Jolly Farmer Market Street Newton Abbot TQ12 2RB

“the Seller”	means Mrs Susanna Ann Louise Trayhorn
“the Seller’s Solicitors”	means Tozers Solicitors LLP, Tozers Solicitors LLP Broadwalk House, Southernhay West, Exeter, Devon EX1 1UA Ref: NC
“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 14th day of October 2016 or by agreement
“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”	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

2. General and Special Conditions of Sale

2.1 The Property is sold subject to the General and Standard Conditions and these 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. 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 Property 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 with full title guarantee.

8. Possession

The land is sold with vacant possession on completion.

9. Title to the Property

Title to the Property DN626405

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 Property 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 Property 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 Standard Conditions (5th Edition) and these 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 Conditions and Standard Conditions (5th Edition) and these 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 Solicitors' 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 Conditions and Standard Conditions (5th Edition) and these 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 Conditions and Standard Conditions (5th Edition) and these 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 (5th Edition) 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 these 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 sale is subject to all matters disclosed or referred to in the searches, details of which appear below and on completion the Buyer shall refund to the Seller the fees paid by the Seller in respect thereof as follows:-

2016	Teignbridge District Council Search	£101
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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.

MEMORANDUM

I/We,

of

DO HEREBY ACKNOWLEDGE that I/We have this day agreed to purchase from **MRS SUSANNA ANN LOUISE TRAYHORN** 4.3 Acres of Pasture Field with Stone Fodder Store and Stock Shelter situate East of Ashburton and South of the A38 Devon Expressway 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 2016

.....

Purchase Price £

Deposit £

Balance £

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned deposit this day of 2016

.....

Rendells for and on behalf of