

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.

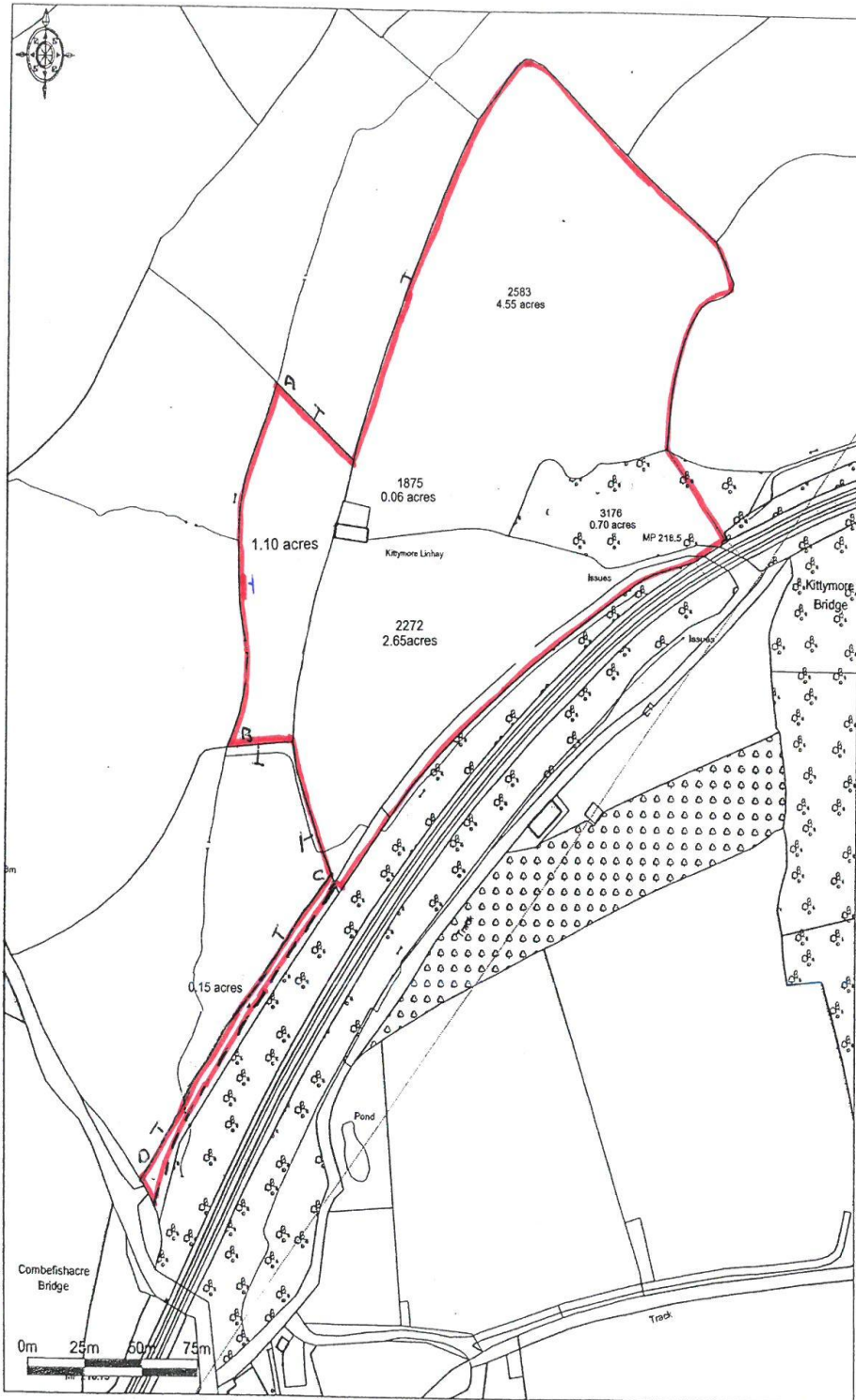
Land

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

Schedule

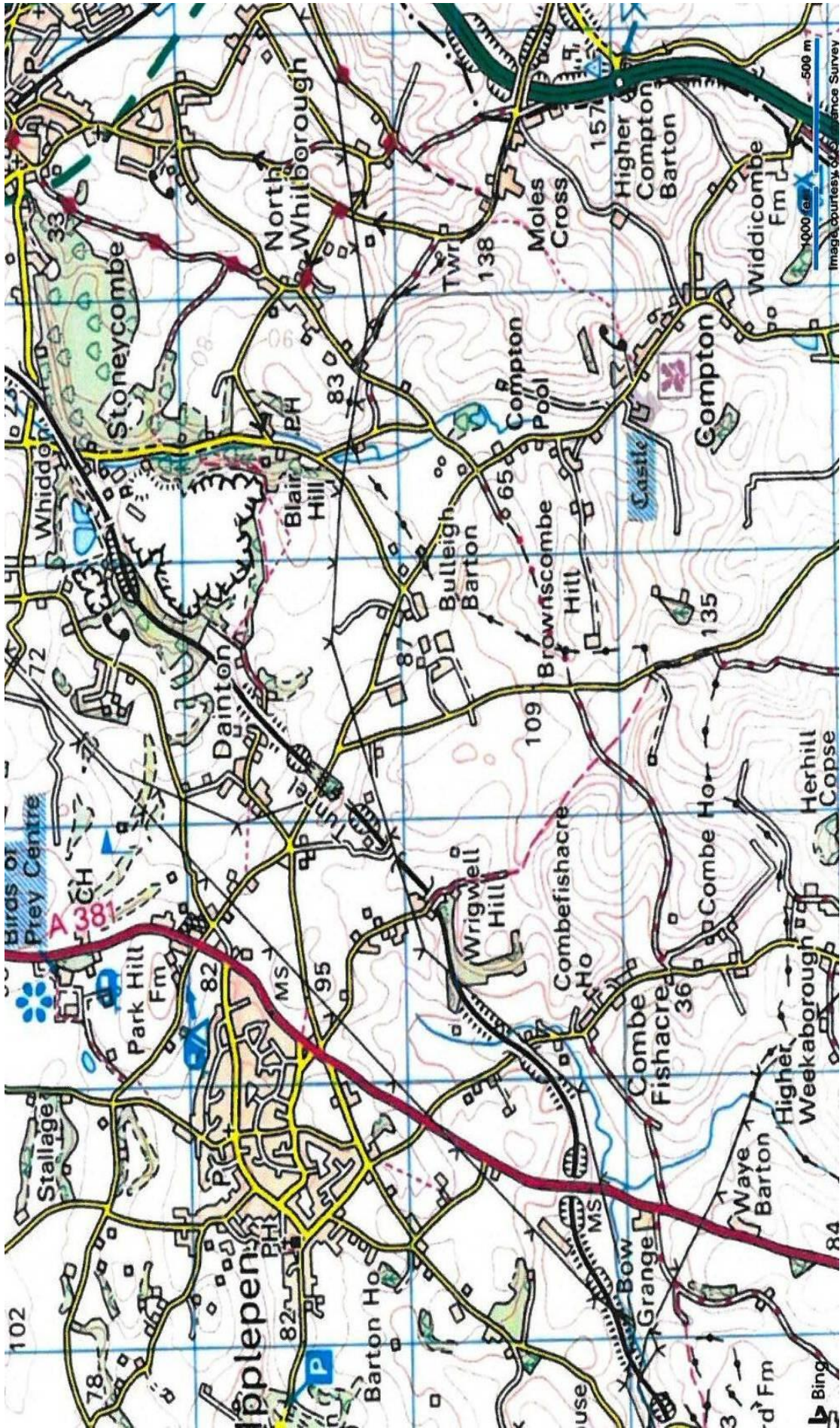
O.S. Number	Description of Land	Area
2583	Pasture	4.55
2272	Pasture	2.65
3176	Wood	0.70
1875	Linhay and Yard	0.06
	Pasture	1.10
	Entrance	0.15
		9.21





Promap
LANDMARK INFORMATION GROUP

Ortho-aerial Survey © Crown Copyright 2017. All rights reserved.
License number 100022432. Planned Scale - 1:2500



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 4th 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”
- 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 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 £470.72p 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.

Index to Legal Pack.

1. Rendells' General Conditions of Sale.
2. Special conditions of Sale.
3. Official copies of the register of title DN424606.
4. Official copies of the title plan DN424606.
5. Copy deed of grant dated 13 December 1945 referred to in the registers of title.
6. Copy of deed dated 23 February 1970 referred to in the registers of title.
7. Copy deed dated 19 December 1994 referred to in the registers of title.
8. Copy agreement dated 16 October 1933 referred to in the registers of title.
9. Local land charges search – Teignbridge District Council dated 14 August 2017.
10. Groundsure Data search dated 10 August 2017.
11. Chancelcheck dated 9 August 2017.
12. Agricultural land standard enquiries together with replies thereto.
13. Transfers Deed as referred to in item 2 above.

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s)

Give full name(s)

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: DN424606
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: None
3	Property: The barn known as Kittymore Linhay and land adjacent thereto extending to approximately 9.2 acres situate at Combe Fishacre, Ipplepen, Newton Abbot, Devon The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 2017
5	Transferor: David Luscombe and Hilda Mary Luscombe
6	Transferee for entry in the register:
7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary

Use this panel for:
 - definitions of terms not defined above
 - rights granted or reserved
 - restrictive covenants
 - other covenants
 - agreements and declarations
 - any required or permitted statements
 - other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2

<p>9 Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
<p>10 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
<p>11 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
<p>12 Additional provisions</p> <p>12.1 Definitions</p> <p>references to the Transferee and Transferor include their respective successors in title</p> <p>Retained Land The land in title number DN424606 and any part of it, excluding the Property</p> <p>Permitted Business Use agricultural, horticultural, equine and as a smallholding.</p> <p>Rights granted for the benefit of the property</p> <p>12.2 The right to enter onto the Retained Land on giving no less than 28 days prior written notice to the Transferor for the purposes of:-</p> <p>12.2.1 Laying a water supply pipe beneath the Retained Land at such a depth as not to interfere with usual agricultural activities on the Retained Land, and</p> <p>12.2.2 Constructing an overhead electricity supply to the Property, the height of which is to be such as not to interfere with normal farming activities on the Retained Land.</p> <p>In exercising the rights granted at 12.2.1 and 12.2.2 the</p>

Transferee will make good all damage caused and will cause the minimum of disruption to the farming business of the Transferor. The positions of the said water pipe and overhead electricity supply shall be as agreed in writing by the Transferors acting reasonably.

12.3 A right of entry onto the Retained Land for the purposes of maintaining, repairing and renewing the said water pipe and electricity supply on giving no less than 7 days prior written notice (except in the case of emergency when no notice need be given), the Transferee or the person exercising this right making good all damage caused to the Retained Land to the reasonable satisfaction of the Transferor

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

12.3 The Transferee covenants for the benefit of the Retained Land and each part of it, not to use or suffer or permit to be used the Property for:

- 12.3.1 racing or speed trails with cycles or any motorised vehicle;
- 12.3.2 a commercial camp site;
- 12.3.3 any business other than the Permitted Business Use;
- 12.3.4 any use that would be or become a danger or nuisance to the occupiers of the Retained land or neighbouring land including the Transferor;

Include words of covenant.

Positive covenants by the transferor

12.4 The Transferor covenants with the Transferee that within two months of the date hereof they will erect and forever after maintain a stock proof fence between the points marked C-D on the plan annexed such fence to be constructed of galvanised iron stock netting and two strands of barbed wire.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on

Positive Covenants by the Transferee

12.5 The Transferee covenants with the Transferor that within two months of the date hereof they will erect and forever after maintain a stock proof fence between the points marked A-B on the plan annexed such fence to be constructed of galvanised iron stock netting and two strands of barbed wire.

Other

12.6 It is agreed and declared that the Transferee shall not obtain, acquire or exercise any rights of any kind in or over the Retained Land other than those set out in this transfer.

12.7 The Transferee covenants with the Transferor to observe and perform at all times hereafter the covenants, restrictions and conditions and other provisions on the registers of the above title so far as they are still subsisting and capable of taking effect and affect the Property and to indemnify the Transferor against any non-observance or non-performance of the same.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by

in the presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

Signed as a deed by

in the presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 07/09

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

(£) 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