

Property Auction

Wednesday 23 April 2008



established 1850

STIPULATIONS

Which shall be deemed part of the Conditions of Sale except where there is any inconsistency, in which case the latter shall prevail.

ORDER OF SALE

The properties will be offered in catalogue order, however the Auctioneers reserve the right to alter the lotting, to sell the whole or part of any Lot privately prior to the sale or to withdraw any Lot, or part thereof, without declaring the reserve price.

TENURE AND POSSESSION

All Lots are Freehold and sold with the benefit of Vacant Possession unless otherwise stated.

RIGHTS OF WAY, EASEMENTS

All Lots are sold subject to or with the benefit of all existing rights of way, water, light and all other easements and rights at present enjoyed whether mentioned in these particulars or not.

SPORTING RIGHTS

These are in hand on all Lots unless stated otherwise.

TIMBER

All standing timber and growing trees will be included in the purchase price of the freehold, without additional payment unless otherwise stated.

FENCING

The purchaser shall be responsible (where necessary) for the erection of sound and stockproof fencing within 4 weeks of completion and thereafter for the maintenance of those boundaries marked on the sale plan with inward "T" marks. But see individual Lots.

The minimum specification of fencing to be as follows:

Properly strained tanked 5" diameter posts at the end of the fence line and all corners at maximum spacing of 20 yards, intermediate tanked 3" spiles at maximum of 6' spacings 4' out of the ground with medium gauge pig netting C8/80/15 of British Standard Specification with 2 strands of double strand barbed wire over.

The attention of purchasers is drawn to the fact that newly created boundaries are indicated on site by wooden stakes in the ground.

BOUNDARIES

Should any dispute arise as to boundaries on any point on the Stipulations, Particulars or Plan, or in any interpretation of any part of them as to any right therein referred to, the question shall be referred to the Arbitration of the Auctioneers whose decision shall be final and binding upon all parties, both as to the matter in dispute and the costs arising out of the arbitration. The properties being open to inspection the purchaser shall be deemed to have full knowledge of ownership of any tree, boundary or any part of the properties or land.

PARTICULARS AND PLANS

These are believed to be correct but their accuracy is not guaranteed nor can any claim be admitted for errors or omissions. The contract shall be made upon these Particulars, Special and General Conditions of Sale, Stipulations and Revision Notes (if any) which may be at the sale and subject to any alterations announced at the sale.

TOWN PLANNING

The properties notwithstanding any descriptions contained in these particulars are sold subject to any Development Plan, Tree Preservation Order, Town Planning Scheme, Resolution or Notice which may be or come into force, and also subject to any Statutory Provision or Bye-Law, without obligation on the part of the vendors to specify them. However in respect of all Lots, the purchasers shall not prior to the completion date make any application under the Planning Acts in respect of the properties without prior written agreement of the vendors.

SPECIAL NOTE

The particulars have been carefully prepared but no warranty of accuracy is given or implied and the properties being open for inspection a purchaser shall be deemed to be satisfied that they are correctly described in all respects as to quantity or otherwise and no error or mis-statement shall annul the sale or give grounds for an action in law or be deemed a ground for payment of compensation.

Special Conditions of Sale as applicable to particular Lots will be issued as a supplement to the Auction Catalogue and shall be taken as forming part of the same. Whether or not inspecting the same, the purchaser shall be deemed to purchase with full notice of the said Conditions and other deeds and documents.



WEDNESDAY 23 APRIL 2008

2.30pm · Amos Hall · Ashford Market

LOT 1

Redhouse Wall Paddock
Deal

LOT 2

West Hythe Land
Nr Hythe

LOT 3

Building Plot Adjacent to
Magnolia Cottage
Hamstreet

LOT 4

Front Road Building Plot
Woodchurch

LOT 5

Church Lane Paddock
Shadoxhurst

LOT 6

Church Lane Field
Shadoxhurst

LOT 7

Northerwood
Charing

LOT 8

Stables & Paddocks
Bethersden

LOT 9

Sunwayes
Brenchley

LOT 10

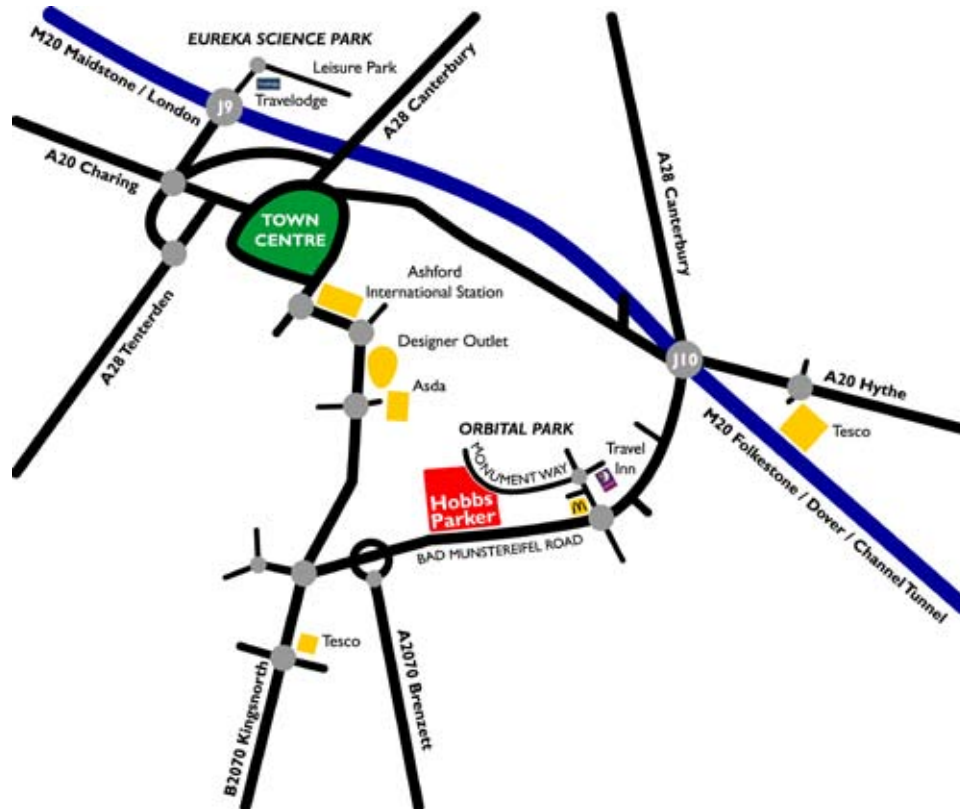
No 1 Barrow Hill Cottage
Sellindge

LOT 11

No 2 Barrow Hill Cottage
Sellindge



ASHFORD MARKET LOCATION PLAN



MISREPRESENTATION ACT 1967

The Auctioneers for themselves and for the Vendors of the property give notice that:-

- 1) all statements contained in these particulars as to these properties are made without responsibility on the part of the Auctioneers or the Vendors.
- 2) none of the statements contained in these particulars as to the properties are to be relied upon as a statement or representations of fact.
- 3) any intending purchaser must satisfy himself or themselves by an inspection or otherwise as to the correctness of each of the statements contained in these particulars.
- 4) the Vendors do not make or give neither the Auctioneers nor any person in their employment any authority to make or give any representation or warranty whatsoever in respect to these properties.

GENERAL CONDITIONS OF SALE

These are printed on the inside cover at the rear of this catalogue.

OUTGOINGS

The properties are sold subject to all outgoing whether mentioned in these particulars or not. Any figures given are for guidance only.

AGRICULTURAL LAND

A valuation for growing crops may be applicable. See individual lots. No counter claims for Dilapidations will be entertained in respect of any Lot. Single Farm Entitlements are excluded, unless stated otherwise.

PLANS

All plans in these particulars are produced by the Auctioneers For Identification Purposes Only by permission of Ordnance Survey under Licence No. 100003688.

VIEWING

Viewing of each lot is Strictly by Appointment through Hobbs Parker Estate Agents LLP on (01233) 502222 or fax (01233) 506299.

LEGAL PACKS

Legal packs for each individual property are normally available about 2 weeks before the auction.

INSPECTION

Prospective Purchasers are assumed to have inspected the property in which they are interested, to have read through and understood the Legal Pack provided and, to have made all additional enquiries either they or their solicitor felt were appropriate.

CONTRACT

The successful bidder is bound under contract at the fall of the hammer following the final bid. Immediately thereafter the purchaser will be required to supply details of the name in which the purchase is being made and those of solicitors acting.

These purchaser(s) details will be used to complete a Memorandum of Contract in the form of the one on the rear of these particulars which the Purchaser(s) must sign and exchange with the Auctioneers prior to leaving the Auction Room, at the same time as paying the deposit.

DEPOSIT

A deposit of 10% of the purchase price, subject to a minimum of £1,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

INSURANCE

It is the Purchaser(s) responsibility to insure properties at the fall of the hammer and immediate arrangements should be put in hand to provide necessary cover.

AVAILABILITY

Prospective Purchaser(s) are advised to check with the Auctioneers on the morning of the sale to ensure that any particular lot will be offered at the auction.

LOT 1

Redhouse Wall Paddock

Redhouse Wall, Deal, Kent

About 7.40 Acres

Guide Price £30,000 ~ £35,000



DESCRIPTION

A parcel of land on the northern outskirts of Deal, with excellent road access via Redhouse Wall Lane.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Mrs. S. J. Ransom
Emmerson Brown & Brown, 127 High Street, Deal, Kent CT14 6BD
Tel : 01304 362146 Fax : 01304 374468

POSTCODE

CT14 6QQ

RIGHTS OF WAY

The land is sold subject to rights of way shown approximately by a brown dotted line on the plan in favour of agricultural land to the north-west marked 'X' and 'Y', both of which are in separate ownership.

BOUNDARIES

The boundary between this land and the sellers' retained land to the north will be taken as the centre line of the boundary ditch/drain.

SOIL TYPE

The Soil Survey Map of England and Wales shows the land as being of the Newchurch 2 Series (814c).

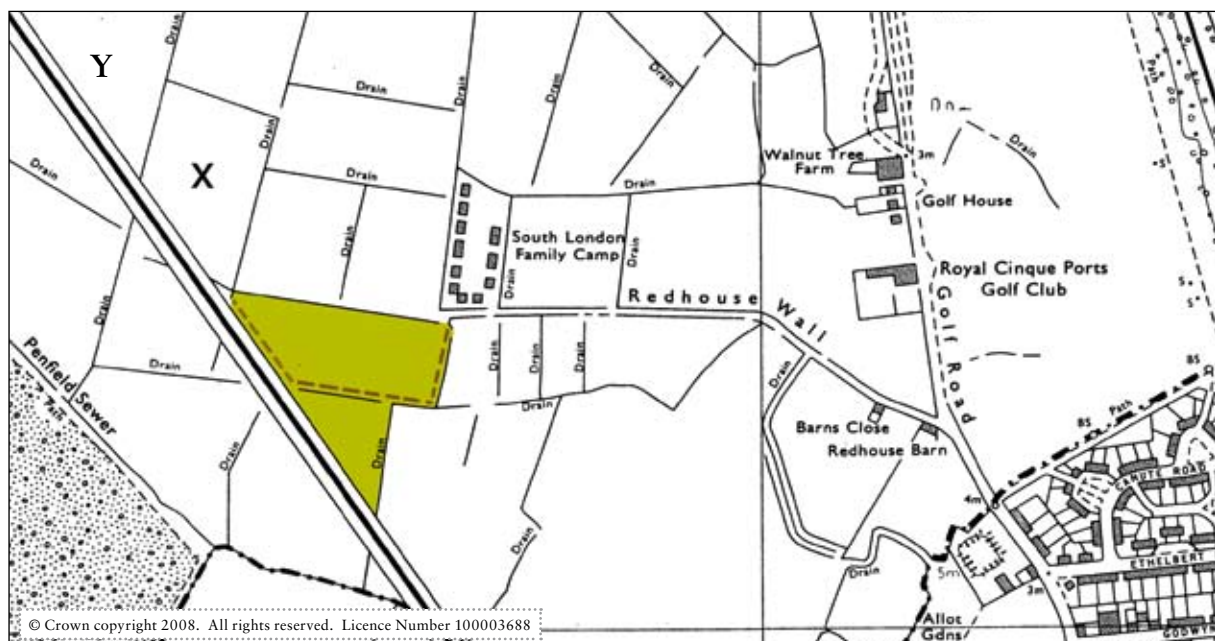
DIRECTIONS

From Sandwich : Head into Deal on the A258 turn left into Albert Road (just past the BP Garage, next to the Kent Fire Depot). Continue along Albert Road passing over the level crossing. Continue without deviation along Western Road which then joins Golf Road. At the junction with Ethelbert Road bear left and continue towards the Royal Cinque Ports Golf Club. Turn left into Redhouse Wall Lane. Proceed to the end of the lane and the land will be found on the left hand side.

PHOTOS

The photos on these sales particulars were taken in the Spring/early Summer of 2007.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 2

West Hythe Land

West Hythe, Nr Hythe, Kent

About 9.55 Acres

Guide Price £80,000 ~ £100,000



DESCRIPTION

A parcel of level pasture land situated in a highly convenient rural location adjoining the Royal Military Canal and with the benefit of planning consent for change of use from agricultural to the keeping of horses, together with the erection of a barn to provide four internal stables and tack/hay storage.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Bradleys, 15-21 Castle Street, Dover, Kent CT16 1PU
Tel : 01304 204080 Fax: 01304 215092

LOT 3

Building Plot

Adjacent Magnolia Cottage, Hamstreet, Ashford, Kent

Guide Price £150,000 ~ £160,000



DESCRIPTION

An excellent opportunity to purchase a good quality plot in a popular village, with detailed planning permission for a substantial 4 bedroom detached dwelling.

TENURE

Freehold - Vacant Possession on Completion

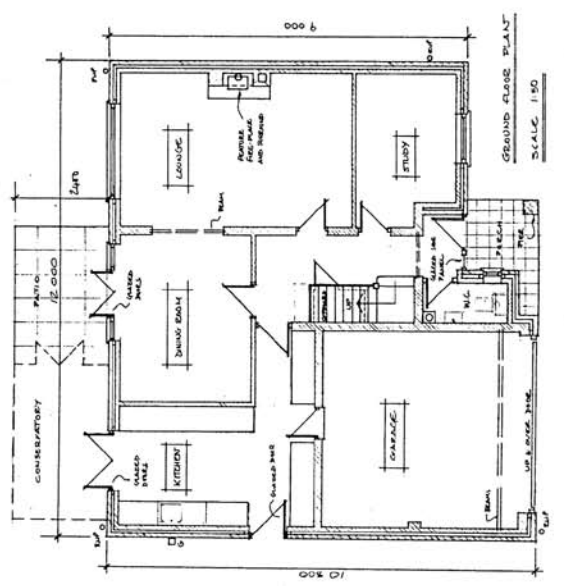
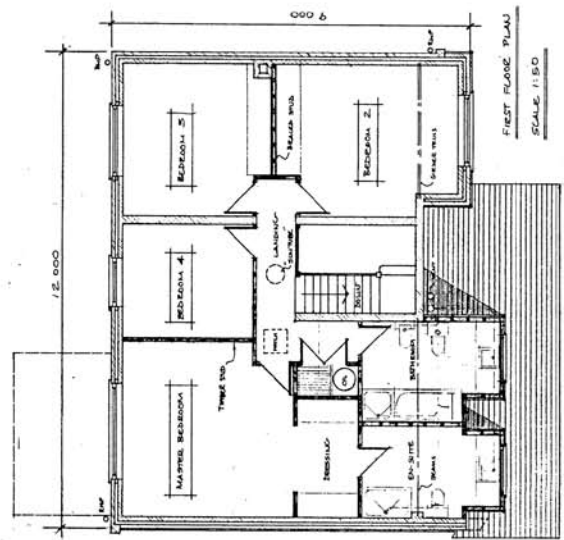
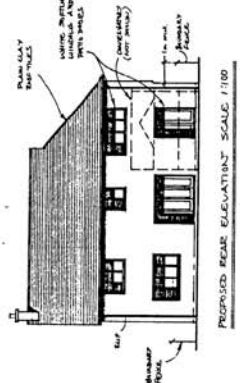
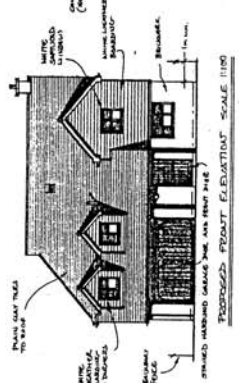
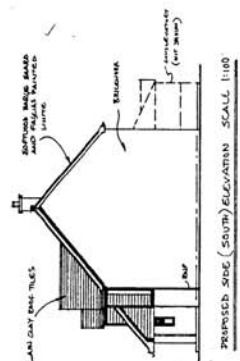
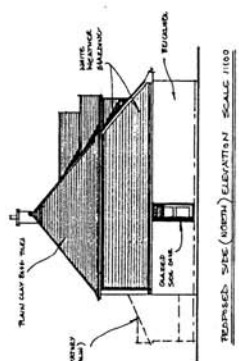
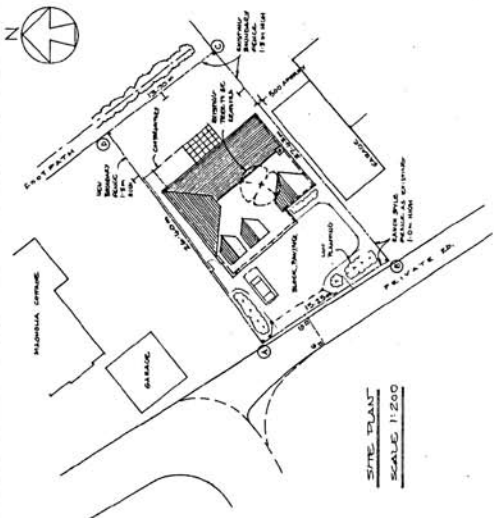
COMPLETION

Wednesday 21 May 2008

SOLICITOR

Mr John Dowsey
Kingsfords Solicitors, 2 Elwick Road, Ashford, Kent TN23 1BZ
Tel : 01233 624545 Fax: 01233 610011

07/00483/AS



PLANNING DEVELOPMENT
21 MAR 2007

Paul Webster
BUILDING DESIGN LTD

DATE: 21/3/07
DRAWN BY: [Name]
CHECKED BY: [Name]

PROJECT: [Name]
SHEET: 1 OF 1

REVISIONS:
1. [Description]
2. [Description]

APPROVED: [Signature]
DATE: [Date]

INTRODUCTION

The Building Plot adjacent to Magnolia Cottage is for sale freehold with vacant possession and offers an excellent opportunity to purchase a good quality plot with detailed planning permission for the erection of a substantial detached 4 bedroom dwelling.

SITUATION

The site is situated just off the Warehorne Road in a quiet private road flanked by similar properties within a short level walk of the village centre with its numerous amenities.

THE SITE

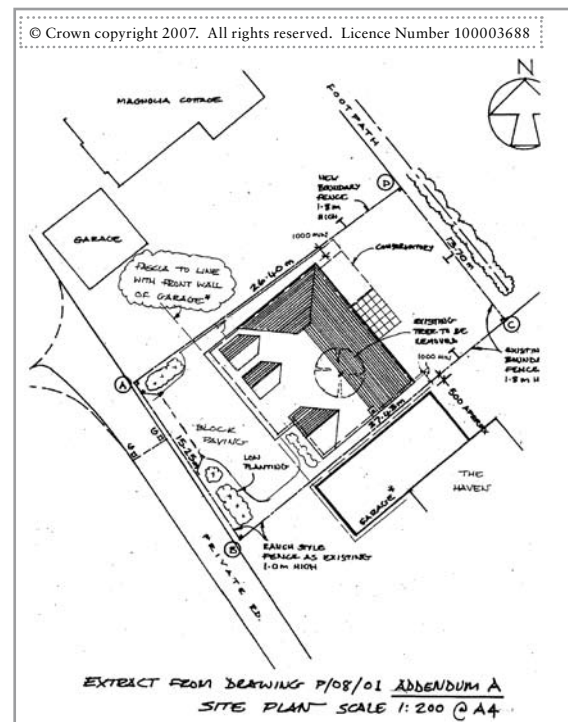
The level site was formerly part of the garden of Magnolia Cottage.

SERVICES

It is understood that mains water, electricity and drainage are available in the roadside.

PLANNING

Detailed planning permission has been granted by Ashford Borough Council (application no. 07/00483/AS) for the erection of a 4 bedroom detached dwelling with integral garage on the 15th May 2007. A copy of the planning decision and conditions is available from Hobbs Parker Estate Agents LLP upon request. Alternatively they may be obtained via the Ashford Borough Council website.



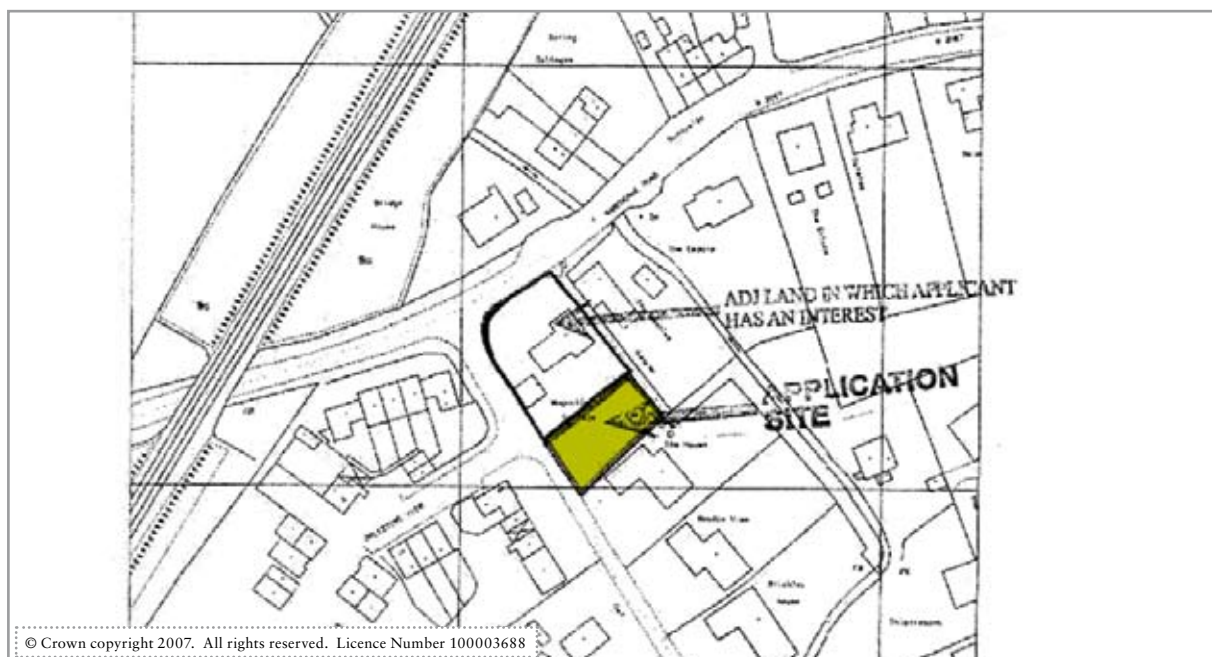
DIRECTIONS

From Ashford proceed along the A2070 into the centre of the village of Hamstreet. At the crossroads turn right into the Warehorne Road and just before the railway bridge turn left into Orlestone View and continue on the private concrete roadway towards the farm. The building plot is immediately behind Magnolia Cottage on the left. Look out for our For Sale board.

POST CODE

TN26 2JL

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 4

Front Road Building Plot

Woodchurch, Ashford, Kent

Guide Price £125,000 ~ £150,000



DESCRIPTION

Front Road Building Plot provides a rare opportunity to purchase a village building plot in an excellent location with planning permission for the erection of a new three bedroom detached dwelling.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Ms R Hughes
Cripps Harries Hall, Wallside House, 12 Mount Ephraim Road, Tunbridge Wells, Kent TN1 1EG
Tel : 01892 506118 Fax: 01892 506192

SITUATION

Woodchurch is a popular and typical Kentish Village complete with Village Green, School, Post Office, Garage and Pubs. Properties in and around the village are always in demand due to the quality of village life in Woodchurch and the easy available access to both Ashford and Tenterden.

Ashford is a traditional Market Town offering an excellent range of shops and facilities and is currently in the process of expansion with significant inward investment aimed at regenerating the Town Centre's shopping and leisure facilities. Ashford benefits from having access to the M20 motorway and mainline railway station for both Charing Cross and Victoria lines together with the International Passenger Station offering access to Europe via the Eurostar. High speed trains into London are expected to come on line in 2009.

Tenterden is also within easy reach and offers a fine range of traditional shops and restaurants where life on the picturesque High Street moves at a gentle pace.

FRONT ROAD BUILDING PLOT

Front Road Building Plot provides a rare opportunity to build a new house in an established and very popular village. The 'L' shaped south facing plot is situated within the Conservation Area of the village and benefits from a superb residential location. Access is gained over an unmade road leading from Front Road.

The plot is situated to the rear of the garden of No. 62 Front Road and includes a garage and greenhouse surrounded by lawn and bounded by mature boundaries including a fine hedge to the south-east.

PROPOSED DWELLING

The proposed dwelling has been designed as a modern house picking up aesthetic qualities from the surrounding properties and using sustainable building techniques. The new three bedroom, two storey detached dwelling will extend to approximately 1,400 square feet (gross external area). The Ground Floor will include a double height fully glazed Entrance Hall, Sitting Room, Dining Room, Kitchen and W/C with an external Entrance Porch and Log Store attached. The First Floor will include a Master Bedroom with En-Suite facilities, two further Bedrooms and a Family Bathroom, Gallery Landing with double height glazing over the Entrance Hall. The construction will

include a natural slate roof, rain water storage systems, photo-voltaic solar slates, white painted render and stained timber window frames. There will be room for two car parking spaces at the front of the property.

Overall, the new dwelling should sit comfortably in its surroundings and benefit from an excellent quiet semi-rural position in a very popular village.

PLANNING PERMISSION

The original planning application was made under reference 06/01286/AS on 13 July 2006. This application was refused by the Planning Committee on 23 January 2007 despite receiving a recommendation for approval. The matter was then placed in the hands of the Planning Inspectorate under reference APP/E2205/A/07/2044075 and the appeal decision to allow the demolition of the garage and greenhouse and the erection of one new dwelling with parking was upheld on 23 October 2007. A copy of the relevant decision and application plans are available upon request.

SERVICES

We understand that mains water, electricity, gas and drainage will all be available to the plot following the necessary arrangements with the service providers. The vendor has retained the rights to lay service equipment through the garden of No. 62 Front Road if required. The site already has the benefit of mains drainage connected. Purchasers should, however, satisfy themselves through their own investigations.

GARDEN LEASE

Currently the site is the subject of an Agreement dated 15 May 2007 which grants occupation of the land to the occupiers of No. 62 Front Road. A formal notice to quit has been served upon the occupiers and the Agreement will terminate on 11 May 2008 with Vacant Possession, therefore, available on completion.

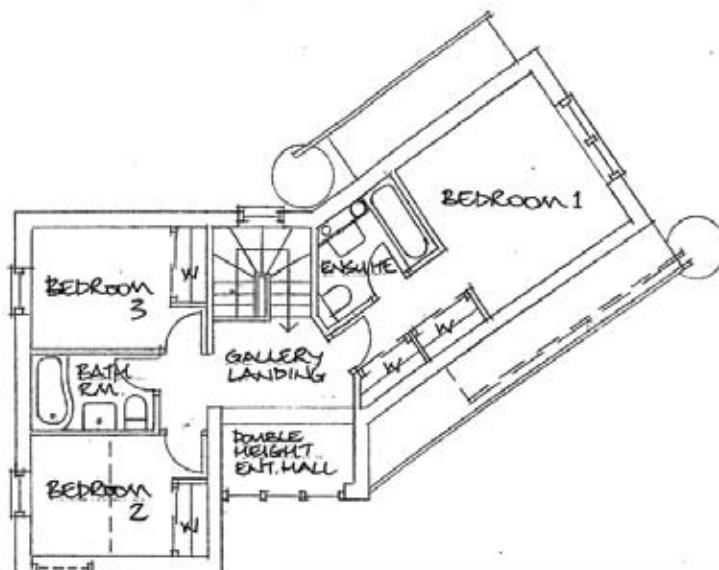
The purchaser, upon completion, will be responsible for, firstly, erecting a fence between the building plot and the garden of No. 62 Front Road and, secondly, terminating the electricity supply to the garage, which currently is sourced from No. 62 Front Road.



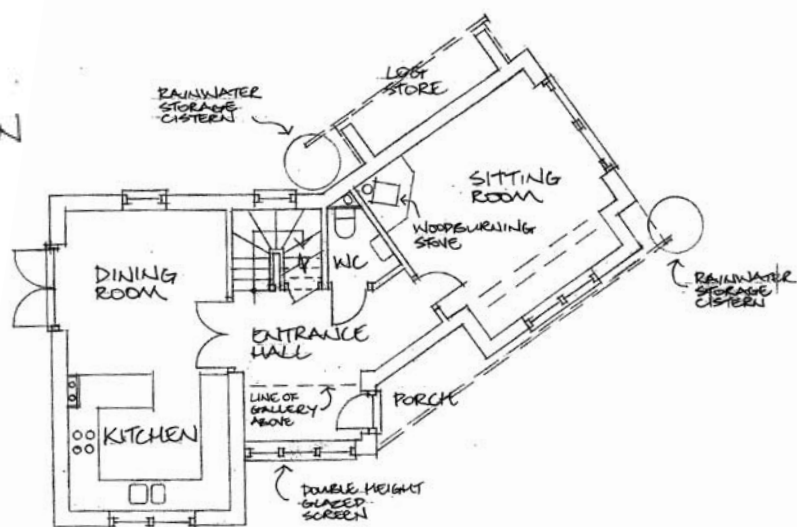
DIRECTIONS

From Ashford : Take the A2070 towards Brenzett. After approximately 4 miles, turn right towards Hamstreet village. Once in the centre of the village, turn right onto the B2067 towards Woodchurch and Tenterden. After approximately 4 miles, turn right at the 'T' junction and then a little further on, turn right into Front Road. Continue along Front Road for approximately 700 metres until you reach a right hand bend. The unmade road will then be found on your left hand side. We suggest that you park in Front Road and walk to the plot from there. The plot is approximately 40 metres from Front Road on your right hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



FIRST FLOOR PLAN



GROUND FLOOR PLAN

LOT 5

Church Lane Paddock

Shadoxhurst, Ashford, Kent

About 4.25 Acres

Guide Price £30,000



DESCRIPTION

A parcel of level pasture land fenced as a single paddock, benefitting from road frontage to Church Lane.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841

RIGHTS OF WAY

Church Lane Paddock will be sold with the benefit of a right of way over a small part of Church Lane Field (shown coloured brown) in order to provide access from Church Lane.

SERVICES

Metered mains water is connected

POST CODE

TN26 1LY

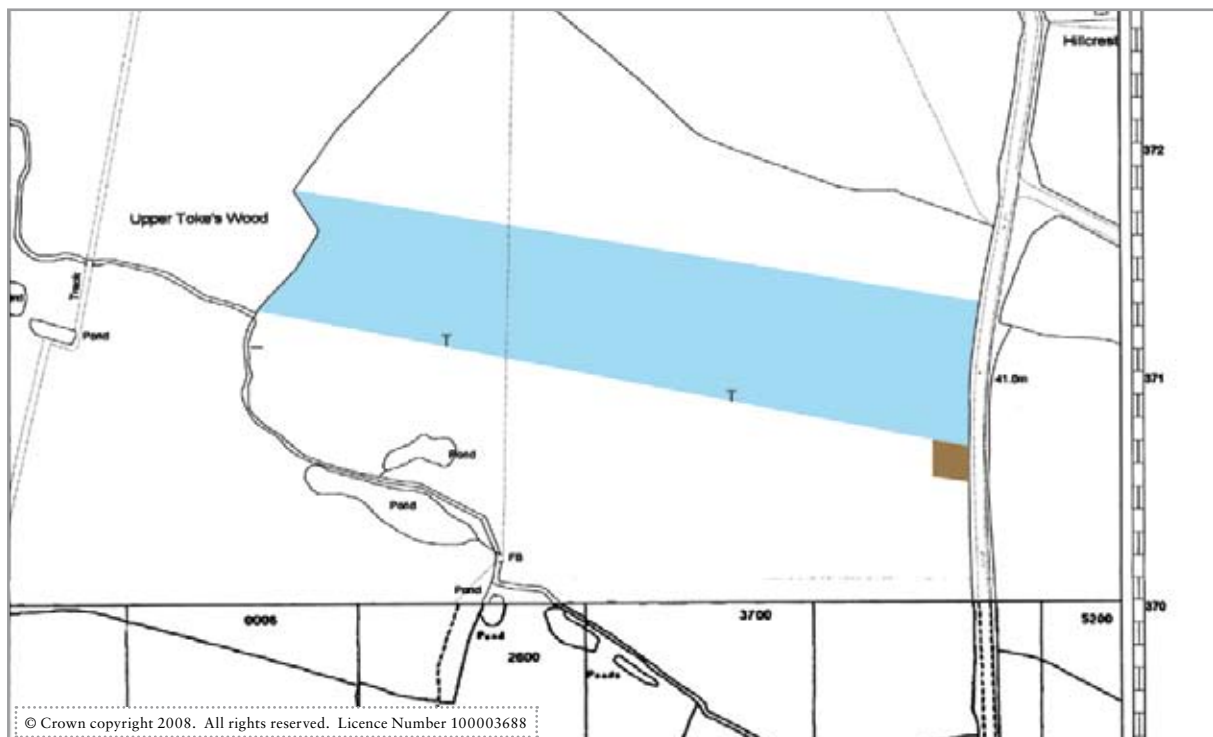
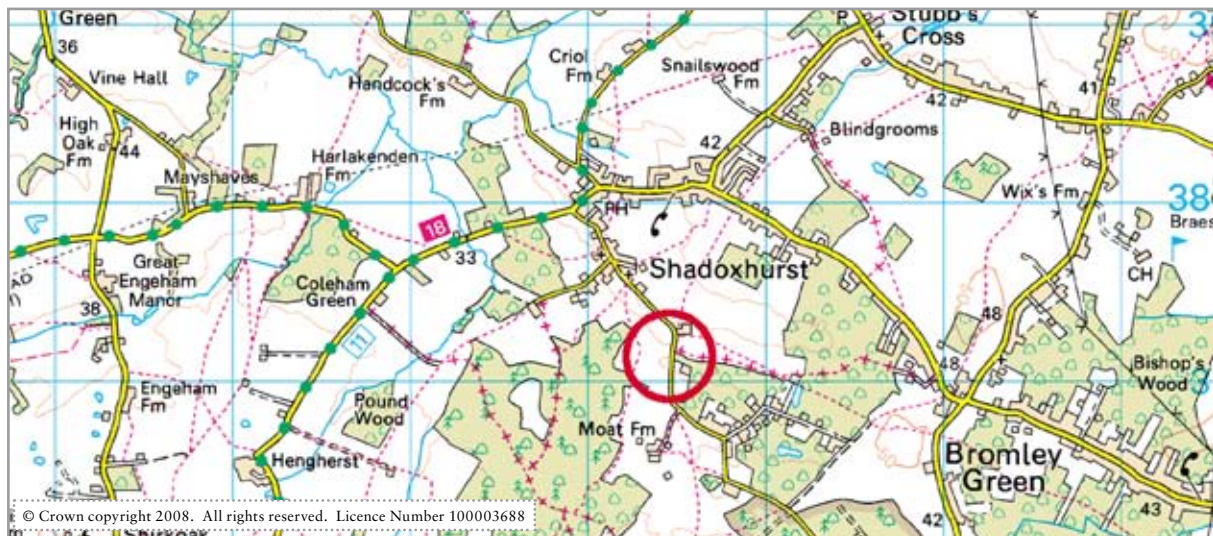
DEVELOPMENT RETENTION CLAUSE

The land will be sold subject to a development retention clause imposed by a previous owner.

DIRECTIONS

From Ashford Town Centre and the Ashford International Passenger Station, head due south-west out of Ashford on the B2060 passing through the village of Kingsnorth. At the next crossroads, turn right and proceed for about $\frac{3}{4}$ mile and then turn left at the Stubbs Cross junction towards Shadoxhurst and Woodchurch. Proceed along this road without deviation for about 1 mile and just as you leave Shadoxhurst village, turn left into Church Lane. Continue along Church Lane for about a third of a mile and the land will be found on the right hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 6

Church Lane Field

Shadoxhurst, Ashford, Kent

About 8.45 Acres

Guide Price £50,000 ~ £60,000



DESCRIPTION

A parcel of level pasture land with frontage to Church Lane, benefitting from an attractive farm pond.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

David Fifield

Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA

Tel : 01233 625711 Fax: 01233 643841

RIGHT OF WAY

The brown area on the plan is subject to a right of way in favour of Church Lane Paddock.

SERVICES

Metered mains water is connected

POST CODE

TN26 1LY

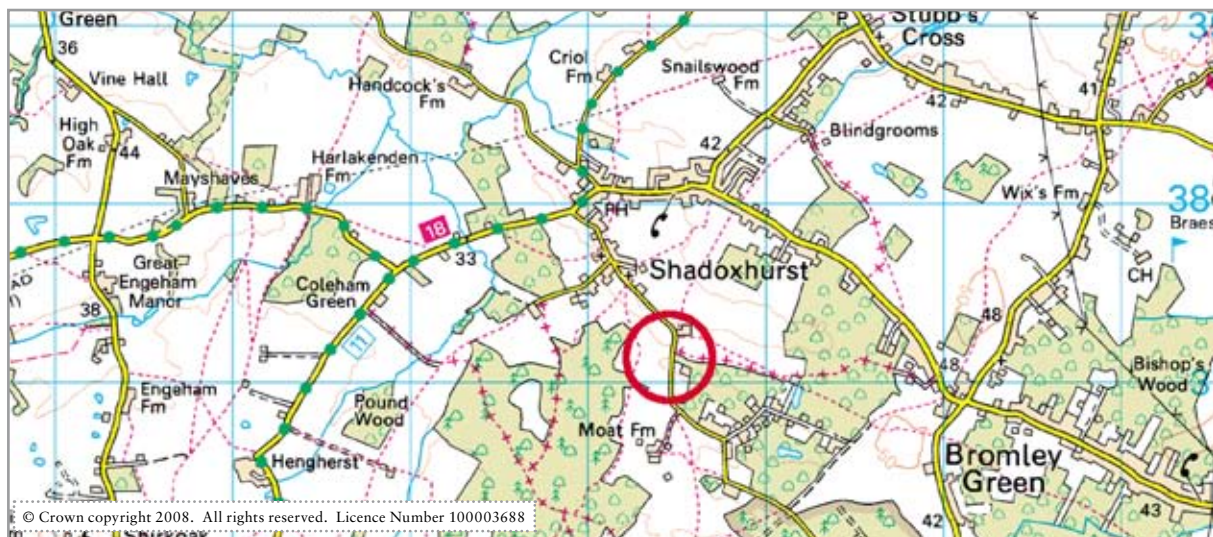
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PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 7

Northerwood

Canterbury Road, Charing, Ashford, Kent

About 0.50 Acre

Guide Price £200,000



DESCRIPTION

A small detached bungalow of non-traditional construction requiring demolition and providing scope for a replacement dwelling (subject to obtaining the necessary planning permissions). Idyllic wooded location. Gardens just over 0.5 acre.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Kellie Dark
Kingsfords Solicitors, 2 Elwick Road, Ashford, Kent TN23 1BZ
Tel : 01233 624545 Fax: 01233 610011

INTRODUCTION

This detached bungalow in a semi-ruinous state is located at the end of a woodland track adjacent to several other properties with bluebell woods on three sides. The property is not considered to be habitable and buyers should make their own enquiries regarding the provision of services, access and planning. This is a unique location being designated an area of Special Scientific Interest and an Area of Outstanding Natural Beauty.

ACCOMMODATION

Hall 12'5 long

Sitting Room 22'8 x 11'2

Kitchen 14'5 x 7'4

Bedroom 11'11 x 11'

Bathroom 11'7 x 7'2

GARDENS

The gardens are overgrown and require re-landscaping and boast numerous mature trees and a large pond. The property adjoins bluebell woods and is considered to be in a beautiful and idyllic location. The gardens extend to approximately 0.51 acre in total. Prospective purchasers should make their own enquiries regarding the boundaries.

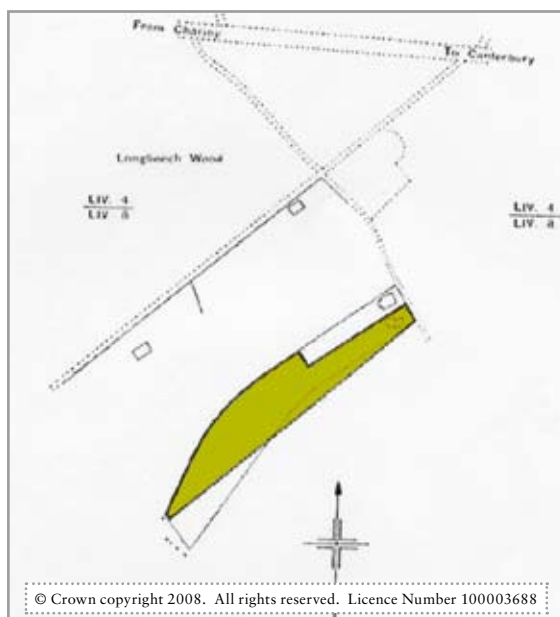
SERVICES

Mains water. Electricity is provided via a diesel generator. Private drainage.

POST CODE

TN27 0EY

PLANS FOR IDENTIFICATION PURPOSES ONLY



DIRECTIONS

From Ashford proceed along the A20 to Charing. At the roundabout in Charing take the last exit and proceed up Charing Hill. Remaining on the A252 look out for the Café Silka, turning right along the track with a bollard on the roadside through woodland a short distance beyond Café Silka. This track is marked 'Pathside'. Northerwood is at the end of this track just beyond the five bar gate.



VIEWINGS

Viewing times may be confirmed via the vendor's agents, Hobbs Parker The Villages and viewings should take place at the specific times only. When viewing the property strictly by appointment only, access will be allowed to the land and not to the bungalow where the vendor is still in residence. The vendors privacy should be respected at all times.

(Reference V1003)



LOT 8

Pluckley Road Stables & Paddock

Bethersden, Ashford, Kent

About 4.45 Acres

Guide Price £100,000



DESCRIPTION

An established equestrian yard, situated in a highly convenient rural location on the outskirts of Bethersden village, within easy reach of Ashford/M20, Tenterden, Pluckley and Bethersden village centre. An extremely well appointed stable yard providing 5 loose boxes, feed room, tack room/kitchen together with a lock-up store. Level pasture land divided into 2 paddocks with pond.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Mr Justin Nelson
Bell House, Bells Lane, Tenterden, Kent TN30 6ES
Tel : 0845 643 0023 Fax: 0845 643 0024

SITUATION

The property occupies a delightful and highly convenient rural location on the outskirts of Bethersden village, offering swift and easy access via the A28 to both Ashford/M20 and Tenterden. Bethersden village centre is only ½ mile to the south-west with Pluckley village and station only 3 miles and 2 miles respectively to the north. A network of local lanes in the area provide excellent opportunity for hacking.

DESCRIPTION

The property is approached off the Pluckley Road through wrought iron gates set on brick pillars serving an entrance drive that leads along the western edge of the land to the far north west corner where the stable yard and lockup store are located. These are within a fenced area about 25.5m (84') x 27m (max) (89') with double gates set on brick pillars leading to a large yard with road plainings and concrete providing access to: -

1. Stables/Tack Room Of timber frame and clad construction on a brick base wall under a green corrugated onduline roof with full concrete floor, providing: -
 - (a) Two Foaling Boxes Each about 16'8 x 11'1
 - (b) Two Stables Each about 11'8 x 11'1.
 - (c) Single Stable About 11'1 x 10'5.
 - (d) Kitchen/Tack Room About 11'1 x 10'4.
 - (e) Feed Room/Stable 6 About 11'1 x 10'1.
2. Lock-Up Store About 19'6 x 8'.



LAND

The land is divided into two separate paddocks, both of which are fenced with good quality post and rail fencing and have new five-bar gates. The smaller of the two paddocks has a small pond.

SERVICES

Both mains water and electricity are presently connected to the stable yard.

POSTCODE

TN26 3DD

DIRECTIONS

From Ashford/M20 (Jct 9) : Head in a south westerly direction away from Ashford on the A28 towards Bethersden. Proceed for just under 2 miles and take the third right turn into Old Surrenden Manor Road towards Bethersden/Pluckley. Continue on this road for almost exactly 2 miles, passing through 'Mill' crossroads, towards Pluckley and the land will be found on the right hand side, just past the furniture showroom/workshop.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 9

Sunwayes

Cuckoo Lane, Brenchley, Kent

About 9.50 Acres

Guide Price £550,000 ~ £600,000



DESCRIPTION

A former small holding comprising a detached 3 bedroom bungalow requiring some modernisation or possible replacement, together with a range of farm buildings with surrounding pasture land. All set in a delightful rural location enjoying stunning views over surrounding countryside and conveniently located between Matfield, Brenchley, Horsmonden and Lamberhurst.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Michelle Parr

Cripps Harries Hall, Wallside House, 12 Mount Ephraim Road, Tunbridge Wells, Kent TN1 1EG
Tel : 01892 515212 Fax: 01892 506366

SITUATION

Sunwayes occupies a delightful and unspoilt rural location along a quiet country lane about 1 mile off the B2162, Lamberhurst to Horsmonden Road. The villages of Matfield and Brenchley are both about 2 miles to the north. Horsmonden is about 3 miles to the north-east and Lamberhurst is about 3 miles to the south. Royal Tunbridge Wells with its extensive recreational, educational and shopping facilities is about 6 miles to the west.

SUNWAYES

The property is understood to have been built in about 1965 as a replacement for a former timber frame bungalow. The property has mainly brick with part stone clad elevations under a tile roof. There are double glazed windows and doors throughout, which are a mixture of both Anglia and Everest units. The property requires some modernisation/ refurbishment or offers potential for replacement, subject to planning consent being obtained.

ACCOMMODATION

Double glazed front entrance door with obscure side panel to: -

Hall About 15'2 (max) x 6'9, night storage heater, hatch to roof space, telephone point, airing cupboard housing insulated hot water cylinder with immersion.

Sitting Room About 16'6 x 11'10, large picture window to front, night storage heater, tiled fireplace with tiled hearth.

Kitchen/Breakfast Room About 19'8 x 9'11, night storage heater, two windows to rear and a double glazed door to side. Fitted kitchen comprising pine fronted units, ample work surface, 1½ bowl sink unit, fitted Bosch double oven, fitted Belling electric four plate hob. The Hotpoint dishwasher and Zanussi fridge will remain (none have been tested).

Bedroom 1 About 13' x 11'11, large window to front, range of built-in wardrobe cupboards.

Bedroom 2 About 11'7 x 8'9, window to side.

Bedroom 3 About 10'9 (max) narrowing to 8' x 8'11, window to rear.

Bathroom About 7' x 5'8, window to rear, bath, wash hand basin, W/C, half tiled walls.

A door from the Kitchen leads to a covered Rear Porch with outside light with three doors off to: -

1) Utility Room, obscure single glazed window to side, space for washing machine.

2) Small Store

3) Integral Garage, About 16'6 in length, up and over door to front, window to side.

OUTSIDE

The property is approached off Cuckoo Lane over a hard surface entrance drive leading to the front of the bungalow. This drive provides parking for several vehicles.

Garden Shed, in two sections, about 18' x 10'3 and 12' x 10'3. (This shed is understood to be the original cottage or part of the original cottage prior to its replacement with the existing property.)

GARDEN

The front and rear gardens are mainly laid to lawn with the front garden benefiting from a small number of shrubs and plants with a large border along side the entrance drive. There is a further large border between the drive and the side paddock.

The rear garden is all laid to lawn, at the foot of which are located a range of 8 Former Pig Pens about 46' x 18' with a pathway leading from the bungalow. There is also a Small Poultry Shed/Dog Kennel.

FARM BUILDINGS

These are located in the field to the south of Cuckoo Lane opposite Sunwayes and comprise:

1. Workshop About 32' x 22', pre-fabricated building of steel frame, corrugated roof and clad, concrete floor, electricity connected (not tested).
2. Former Pig Pens About 46'6 x 15'6, 6 former pig pens of concrete block construction under a corrugated roof.
3. Former Pig Pens About 40' x 20', 4 former pig pens of concrete block construction under a corrugated roof with a small concrete yard to front.
4. Store About 32' x 21', a pre-fabricated building of steel frame, corrugated roof and clad.
5. Former Sheep Shed About 32' x 21' of similar construction.
6. Storage Building About 32' x 21' of similar construction.
7. Former Sheep Shed About 32' x 21' of similar construction with fitted feed troughs.
8. Straw/Hay Storage Building About 32' x 21' of similar construction.

It is understood that there was previously another of these buildings between buildings 5 and 8 with the footings still in evidence.



LAND

To the eastern side of the bungalow, which has frontage to Cuckoo Lane and Tong Lane, is an 'L' shaped paddock with mature roadside boundary hedges and an attractive cluster of Silver Birch trees.

To the south of Cuckoo Lane, opposite Sunwayes and surrounding the farm buildings, is a single field benefiting from a delightful southerly aspect with stunning views over surrounding countryside. This field is all pasture and has long road frontage to both Cuckoo Lane to the north and Tong Lane to the east with mature boundary hedging on most sides.

H.M LAND REGISTRY PLAN

Please note that there is a difference between the plan of the land registered at the H.M Land Registry and the established boundary on the ground. This land is shown hatched on the plan. We understand that this may be an historic error and the Vendor has in fact occupied the hatched land on the plan for nearly forty years without complaint or challenge. A Statutory Declaration is currently being drawn up by the Vendor to assist in rectifying the plan error at the H.M Land Registry.



SERVICES

Dwelling ~ Mains water and electricity, private drainage system (none of which have been tested).

Buildings ~ Water and electricity connected to the main farm buildings (but not tested).

POST CODE

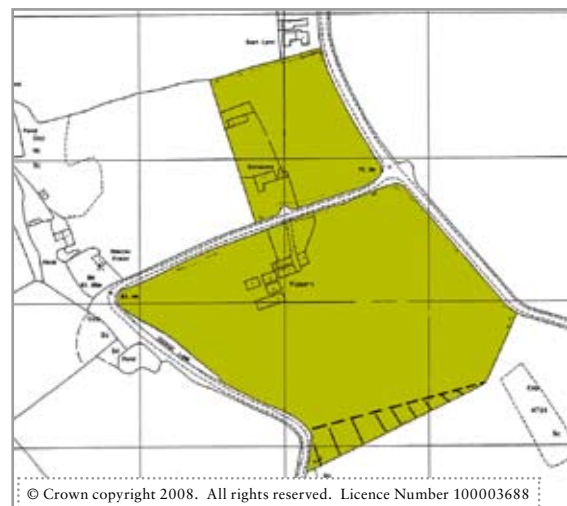
TN12 7HX

DIRECTIONS

From Brenchley Church : Head due south on the Horsmonden Road towards Horsmonden/ Goudhurst. Proceed down the hill for about 400 metres and turn right into Fairmans Lane, signed to Marle Place. Continue along this road without deviation for almost exactly 1.6 miles and turn right into Cuckoo Lane. Sunwayes will be found on the right hand side.

From Goudhurst : Head due west away from Goudhurst on the A262 towards Lamberhurst and Tunbridge Wells. At the first roundabout on the A21, turn back on yourself and then turn immediately left on the B2162 towards Horsmonden. Continue for about ½ mile and take the first left turn into Tong Lane, proceed for just under 1 mile and then turn left into Cuckoo Lane. Sunwayes will be found immediately on the right hand side.

From Tunbridge Wells/Pembury : Head due south-east on the A21 away from Pembury/ Tunbridge Wells. Continue for about 4 miles and upon reaching the roundabout turn left on the A262 towards Goudhurst and then immediately left on the B2162 towards Horsmonden. Continue for about ½ mile and turn left into Tong Lane towards Brenchley. Proceed for just under 1 mile and turn left into Cuckoo Lane. Sunwayes will be found on the right hand side.



LOT 10

No 1 Barrow Hill Cottage

Barrow Hill, Sellindge, Kent

About 0.45 Acre

Guide Price £150,000 ~ £160,000



DESCRIPTION

One of a pair of Edwardian cottages requiring refurbishment and modernisation. Space and scope within a large garden for extension (subject to planning consent).

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 21 May 2008

SOLICITOR

Mr Jonathon Neilan

Quastels Avery Midgen Solicitors LLP, 74 Wimpole Street, London, W1G 9RR

Tel : 020 7908 2533 Fax: 020 7908 2626

INTRODUCTION

Nos 1 and 2 Barrow Hill Cottages are offered for sale by public auction individually as two separate lots. This pair of Edwardian cottages occupy large gardens adjoining fields with views towards the Racecourse and The Downs from the far boundaries. The properties have been let in recent years and require complete refurbishment and modernization. There is ample space within the large gardens to extend the properties subject to obtaining the necessary permissions. It is understood from the vendor's representatives that work is to commence shortly in the reconfiguration of the A20/Otterpool Lane Junction immediately opposite the cottages. Potential buyers should make their own enquiries. It is also understood that the properties will require new drainage systems.

GROUND FLOOR

Enclosed Porch
Hall
Walk-in Closet 6'7 x 3'11
Sitting Room 14' x 11'3
Dining Room 12'1 max x 11'2 'L' shaped room
Kitchen 10'9 x 6'8
Rear Porch

FIRST FLOOR

Bedroom 1 13'11 x 9'
Bedroom 2 10'11 x 9'
Bathroom 12'1 x 6'11
Single Garage
Wooded Garden and additional small parcel of agricultural land totalling approximately 0.49 acres.

SERVICES

Mains water and electricity.
Private drainage (see note above)

FENCING

The purchaser will be responsible for the erection and future maintenance of a sound and stockproof fence between points X, Y & Z to the following minimum specification:- Properly strained tanked 5" diameter posts at the end of the fence line and all corners at maximum spacing of 20 yards, intermediate tanked 3" spiles at maximum of 6' spacings 4' out of the ground with medium gauge pig netting C8/80/15 of British Standard Specification with 2 strands of double strand barbed wire over.

The attention of purchasers is drawn to the fact that newly created boundaries and indicated on site by wooden stakes in the ground.

POST CODE

TN25 6DA

DIRECTIONS

From Ashford proceed along the A20 towards Folkestone. Passing through the village of Sellindge the cottages are on the left opposite the turning for Otterpool Lane and the Lympe Industrial Estate. Look out for our For Sale boards.



PLANS FOR IDENTIFICATION PURPOSES ONLY

LOT 11

No 2 Barrow Hill Cottage

Barrow Hill, Sellindge, Kent

About 0.80 Acre

Guide Price £150,000 ~ £160,000



DESCRIPTION

One of a pair of Edwardian cottages requiring refurbishment and modernisation. Space and scope within a large garden for extension (subject to planning consent).

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

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GROUND FLOOR

Hall
Walk-in Closet 6'9 x 4'
Sitting Room 14' x 11'3
Dining Room 10'10 x 6'11
Kitchen 10'10 x 7'7
Bathroom

FIRST FLOOR

Bedroom 1 14'1 x 9'1
Bedroom 2 10'11 x 9'2
Bedroom 3 12'3 x 6'11

Garden with Off-Road Parking
Garden and Additional Small Parcel of
Agricultural Land 0.79 acre in total.

FENCING

The purchaser will be responsible for the erection and future maintenance of a sound and stockproof fence between points A, B & C to the following minimum specification:- Properly strained tanked 5" diameter posts at the end of the fence line and all corners at maximum spacing of 20 yards, intermediate tanked 3" spiles at maximum of 6' spacings 4' out of the ground with medium gauge pig netting C8/80/15 of British Standard Specification with 2 strands of double strand barbed wire over.

The attention of purchasers is drawn to the fact that newly created boundaries and indicated on site by wooden stakes in the ground.

SERVICES

Mains water and electricity. Private drainage (see note above)

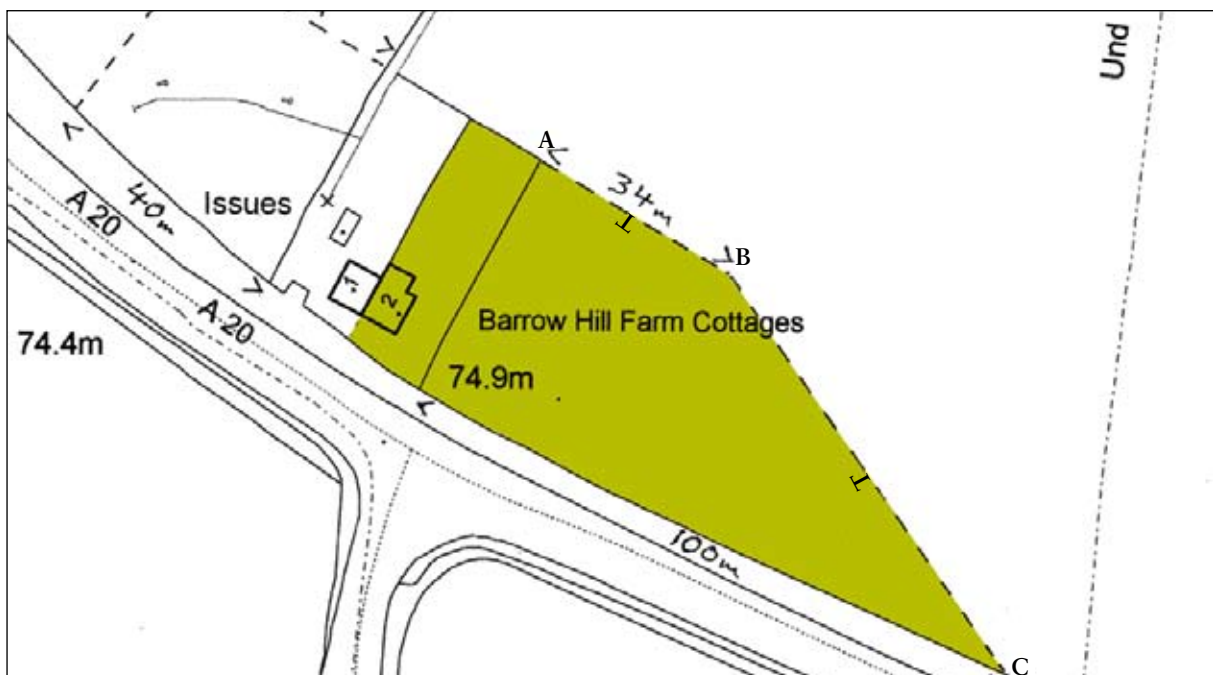
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DIRECTIONS

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PLANS FOR IDENTIFICATION PURPOSES ONLY



NOTES . . .

NOTES . . .



RURAL · PROPERTY · AUCTIONS

Auction dates for 2008

Wednesday 16 July at 2.30 pm

Wednesday 24 September at 2.30 pm



GENERAL CONDITIONS OF SALE

1. Definitions And Interpretation in these general conditions of sale:
 - 1.1 'each Property' means each of the properties described in the particulars of sale annexed to these general conditions of sale ('the Particulars of Sale') identified by a lot number and referred to in the heading of the annexed relevant special conditions of sale ('the Special Conditions of Sale') and 'any Property' means any one of the said properties.
 - 1.2 'the Vendor' means any person or persons named in the Particulars of Sale as the Vendor of any Property and includes the personal representatives of any such person or persons.
 - 1.3 'the Purchaser' means any person or persons named in any annexed memorandum of contract as the Purchaser of any Property and includes the personal representatives of any such person or persons.
 - 1.4 'the Contractual Completion Date' means the date specified in Condition 9.
 - 1.5 'the Completion Date' means the date on which completion takes place.
 - 1.6 'the Purchase Price' means the amount bid by the Purchaser for each Property which shall be exclusive of any Value Added Tax payable.
 - 1.7 'the Value Added Tax' means the Value Added Tax if any which is mentioned in the relevant Particulars of Sale as payable in respect of any Property.
 - 1.8 'a Receipted Value Added Tax Invoice' means a Value Added Tax Invoice in respect of the Value Added Tax addressed to the Purchaser and received by the Vendor.
 - 1.9 'the Auctioneer' means Hobbs Parker Estate Agents LLP of Romney House Ashford Market Ashford Kent.
 - 1.10 'the Standard Conditions' means the Standard Conditions of Sale (Fourth Edition).
 - 1.11 'the Planning Acts' means the Town and Country Planning Act 1990 and any statutory extension or modification amendment or re-enactment of it and any regulations or orders made.
 - 1.12 'the Vendor's Solicitors' means in respect of any Property the person or firm named in the relevant Special Conditions of Sale.
 - 1.13 'the Purchaser's Solicitors' means in respect of any Property the person or firm named as such in the annexed relevant memorandum of contract.
 - 1.14 words importing the masculine include the feminine and the neuter and vice versa.
 - 1.15 words importing the singular include the plural and vice versa.
 - 1.16 references to persons include bodies corporate and vice versa.
 - 1.17 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
 - 1.18 save where otherwise stated any reference to a numbered condition means the condition in these general conditions of sale which is so numbered.
2. General and Special Conditions of Sale
 - 2.1 Each Property is sold subject to these General Conditions of Sale and to the relevant Special Conditions of Sale annexed to these General Conditions of Sale.
 - 2.2 In the event of any conflict between these General Conditions of Sale and the relevant Special Conditions of Sale in respect of any Property then the relevant Special Conditions of Sale shall prevail.
 3. The Standard Conditions Shall Apply To The Sale In So Far As They Are Applicable To A Sale By Auction And Are Not Inconsistent With These General Conditions Of Sale And/Or The Relevant Special Conditions Of Sale But Subject To The Following Variations And Provisions:
 - 3.1 'the seller' shall have the meaning attributed to 'the Vendor' by clause 1.2 of these General Conditions of Sale.
 - 3.2 'the buyer' shall have the meaning attributed to 'the Purchaser' by clause 1.3 of these General Conditions of Sale.
 4. Reserve Price
Unless otherwise stated the sale of each Property is subject to a reserve price and the Vendor of each Property reserves the right to bid personally or through his agent at the auction.
 5. Deposit
 - 5.1 A deposit of 10% of the Purchase Price shall be paid by the Purchaser to the Auctioneer as Agent for the Vendor.
 - 5.2 If a cheque given as a deposit is dishonoured upon presentation or if the Purchaser fails to pay a deposit within one hour after the acceptance of his bid the Vendor may if he so chooses and without obligation to notify the Purchaser treat the conduct of the Purchaser as a repudiation of the contract and the Vendor may resell the Property the subject of the Purchaser's bid without notice and/or do all other acts and deeds available to him as a consequence of the Purchaser's conduct but without prejudice to any claim he may have against the Purchaser in contract tort or otherwise.
 - 5.3 The Auctioneer reserves the right to hold the part of any Memorandum of Contract signed by him on behalf of the Vendor until the Purchaser's cheque for the deposit payable by him has been cleared.
 - 5.4 The Value Added Tax shall be paid on the Completion Date by the Purchaser in addition to (and not as part of) the Purchase Price.
 - 5.5 The Vendor shall supply a Receipted Value Added Tax Invoice to the Purchaser upon the payment by the Purchaser of the Value Added Tax.
 6. Auctioneer
 - 6.1 The Auctioneer reserves the right to regulate the bidding and to refuse to accept any bid or bids (without giving any reason for his refusal) in his sole absolute discretion.
 - 6.2 In the event of any dispute on bidding the Auctioneer's decision shall be final.
 7. Tenure and Title
 - 7.1 The Tenure of each Property is Freehold, unless otherwise stated.
 - 7.2 Subject to the terms of these Conditions and the Standard Conditions of Sale the Vendor will transfer the Property with the Title Guarantee specified in the Special Conditions of Sale.
 8. Interest Rate
The Standard Conditions shall be read and construed as if the Rate of Interest referred to was 3% above Lloyds Bank Plc Base Rate for the time being in force.
 9. The Contractual Completion Date
The Contractual Completion Date shall be the date specified in the relevant Special Conditions of Sale or if none is so specified it shall be four weeks after the date of the auction.
 10. Presumptions As To Searches And Enquiries
The Purchaser shall be deemed:
 - 10.1 to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent purchaser would normally make prior to entering into a contract to purchase real property.
 - 10.2 to have knowledge of all matters that would be disclosed by them and
 - 10.3 to purchase subject to all those matters.
 11. Presumption As To Description
Each Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error omission or mis-statement found in the relevant Particulars of Sale or these General Conditions of Sale shall not annul the sale or entitle the Purchaser to any compensation.
 12. Protection Of The Auctioneer
The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the relevant Particulars of Sale or these General Conditions of Sale.
 13. Incumbrances
 - 13.1 Each Property is sold subject to all (if any) matters referred to in the relevant Particulars of Sale and/or the relevant Special Conditions of Sale.
 - 13.2 Whether or not the Purchaser shall have inspected any of the documents 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 or any of them notwithstanding any partial incomplete or inaccurate statement in the relevant Particulars of Sale in relation to them or any of them.
 14. Fixtures And Fittings
 - 14.1 Where any Property includes fixtures fittings and/or installations the Purchaser shall satisfy himself as to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements.
 - 14.2 Neither the Vendor nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures fittings and installations or any of them or any other responsibility whatsoever regarding them.
 - 14.3 Where the Vendor is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to in condition 14.1 the Purchaser shall keep the Vendor fully and effectually indemnified from and against all costs claims demands damages and losses and any other expenses arising from any breach non-observance or non-performance of the agreement (whether or not resulting from the sale to the Purchaser).
 15. Sale By Separate Lots Or Early Sale
 - 15.1 The Auctioneer reserves the right to sell all or any of the Properties in separate lots or sell in one lot where individual lots are offered.
 - 15.2 The Auctioneer reserves the right to sell prior to the auction.
 16. Vendor's Reserved Rights
The Vendor Reserves The Right to alter or add to the relevant Particulars of Sale and the relevant Special Conditions of Sale at any time prior to or at the auction.
 17. Planning Matters
No objection shall be made or requisition shall be raised as to the permitted use of any Property for the purpose of the Planning Acts and the Purchaser shall take any Property sold to him subject to all relevant matters under the Planning Acts including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.
 18. Matters Affecting The Property
 - 18.1 Each Property is sold subject to such of the following matters as affects it:
 - 18.1.1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.
 - 18.1.2 all notices served and orders demands proposals or requirements made by any competent authority whether before or after the date of the auction.
 - 18.1.3 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these General Conditions of Sale or the relevant Special Conditions of Sale.
 - 18.2 The Purchaser shall take any Property sold to him subject to and shall be responsible for complying with all lawful notices and/or lawful requirements relating to that Property and made by a competent authority person or body and whether served or intimated before or after the date of the auction.
 - 18.3 Notwithstanding anything contained or referred to in these General Conditions of Sale or in the relevant Particulars of Sale or in the relevant Special Conditions of Sale no representation warranty or condition (collateral or otherwise) is made or implied as to:
 - 18.3.1 the state or condition of any Property or any part of it.
 - 18.3.2 whether any Property is subject to any resolutions schemes development orders improvements plans improvement notices or schemes sanitary notices or intimation notices or proposals under the Housing Act 1985.
 - 18.3.3 whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any similar matter affecting its use and occupation.
 - 18.4 The Purchaser shall be deemed to purchase any Property in all respects subject to such (if any) of the matters referred to in condition 18.3 as affect it whether or not he made any enquiry regarding these matters or any of them and neither the Vendor nor the Auctioneer shall be required or bound to inform the Purchaser of any of those matters (whether known to them or either of them or not) and the Purchaser shall not raise any requisition or make any objection in respect of any of those matters and neither the Vendor nor the Auctioneer
 - shall in any way be liable to the Purchaser in respect of any of those matters or any failure to disclose any of those matters (it being solely the duty of the Purchaser to satisfy himself at his own risk in respect of all those matters).
 19. Purchaser's Requisitions
 - 19.1 The Purchaser shall not raise any requisition or make any objection in relation to any of the matters referred to in conditions 10 11 13 and 18 and the Purchaser shall indemnify the Vendor in respect of any claims which have arisen or may arise relating to those matters or any of them.
 - 19.2 In connection with the sale of each Property it shall be the sole responsibility of the Purchaser to satisfy himself before making a bid for any Property as to the accuracy of the particulars contained in the relevant Particulars of Sale.
 20. Disclaimer
The Purchaser admits:
 - 20.1 that prior to making his bid he inspected any Property sold to him and that he made his bid and purchases that Property with full knowledge of its actual state and condition and takes it as it stands.
 - 20.2 that he bid for any Property solely as a result of his own inspection and on the basis of the terms of these General Conditions of Sale and the relevant Particulars of Sale and not in reliance upon any representation or warranty (written or oral expressed or implied) made by or on behalf of the Vendor (save for any representation or warranty contained in written replies given by the Vendor's Solicitors to any preliminary enquiries raised by the Purchaser or the Purchaser's Solicitors prior to or at the auction) which replies were given subject to any terms and conditions upon which they were expressed to be given and
 - 20.3 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale the relevant Particulars of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
 21. Purchaser To Be Liable As Principal
The Purchaser shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite him purporting to sign the relevant Memorandum of Contract in a representative capacity) Provided that if the relevant Memorandum of Contract is so signed the liability of the Purchaser and the Principal shall be joint and several and Provided that an individual may bid on behalf of a company without incurring personal liability if he has notified the Auctioneer before commencement of the auction that he intends to bid on behalf of a company and of the identity of that company and
 - 21.2 the Auctioneer accepts such bids.

