

HOBBS • PARKER

Estate Agents LLP

Property Auction

Wednesday 15 July 2009



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 15 July 2009

2.30pm · Amos Hall · Ashford Market

LOT 1

Bourne Wood Field
Upper Ruckinge

LOT 2

Tina's Field
Brook

LOT 3

Part Dering Wood
Shadoxhurst

LOT 4

Little Breach Farm
Barham



LOT 5

Walnut Tree Farmbuildings
Smeeth

LOT 6

Bell Farm
Smarden

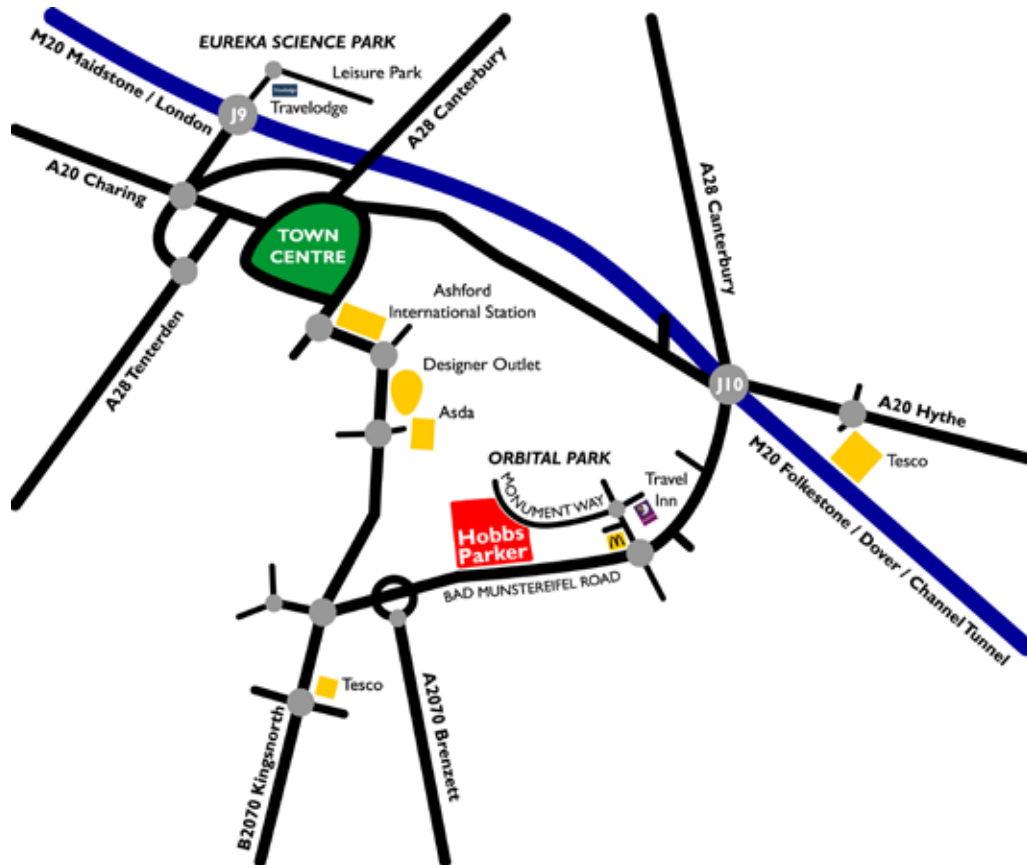
LOT 7

Bell Farm Oast
Smarden

LOT 8

Mayshaves House
Woodchurch

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

Bourne Wood Field

Marsh Road, Upper Ruckinge, Kent

About 3.60 Acres

Guide Price £10,000 - £15,000



DESCRIPTION

A single parcel of pasture land located next to the A2070 (Hamstreet Bypass) between Ashford and Hamstreet.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

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

LOT 2

Tina's Field

Troy Town Lane, Brook, Ashford, Kent
About 6.45 Acres
Guide Price £50,000 - £60,000



DESCRIPTION

A single parcel of pasture land situated in a delightful rural location on the edge of one of Ashford's prettiest villages enjoying the stunning backdrop of the North Downs. Long frontage to an extremely quiet no-through lane with established access gate, excellent riding in the area on local lanes and bridle paths and yet within easy reach of the M20 (Junction 10).

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

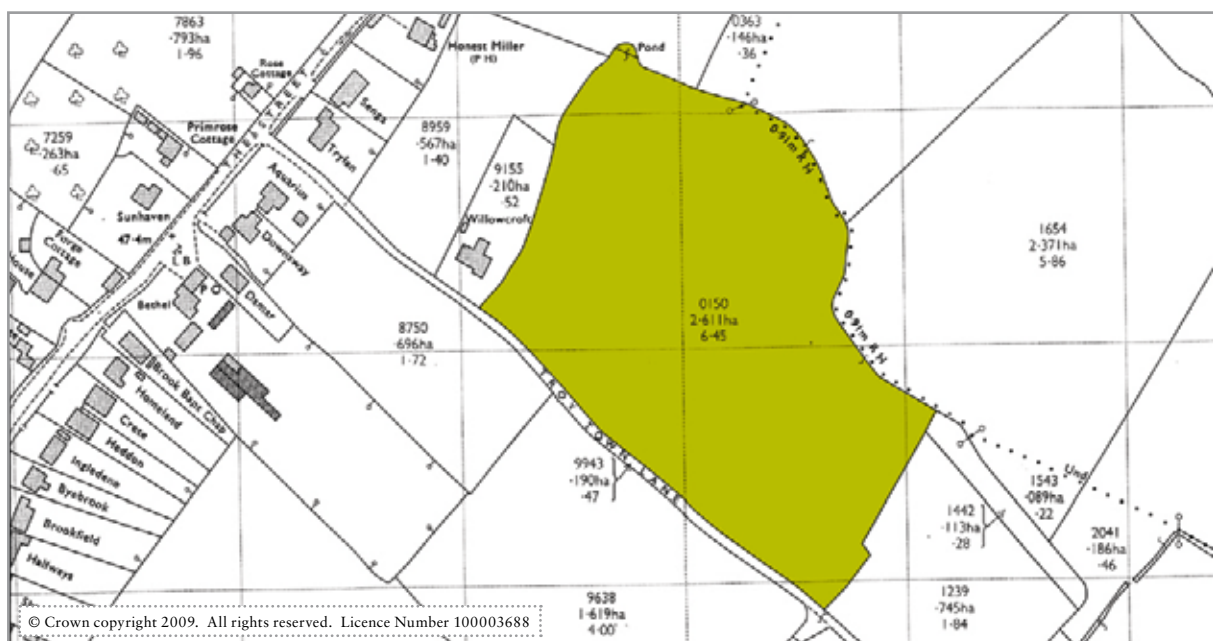
Mr A.P. Isaacson
Rootes & Alliott, 27 Chenton Gardens, Folkestone, Kent CT20 2AR
Tel : 01303 851100 Fax: 01303 851150



DIRECTIONS

From Ashford/M20 (Junction 10): Leave the M20 at Junction 10 and head due north-west on the B2164 signed Canterbury and William Harvey Hospital. After about 100 metres turn right into The Street, Willesborough signposted towards Brook. Pass The Blacksmith's Arms Public House on your left hand side and at the end of The Street bear left towards Wye. Continue on this road without deviation out into the countryside passing through Hinxhill. After about 2 miles, and just before the 90° left hand bend, turn right towards Brook. Continue down the hill into the village centre. Proceed along The Street and past St Mary's Church and Troy Town Lane will be found on the right hand side before reaching The Honest Miller public house. Turn right into Troy Town Lane, proceed for about 200 metres and the entrance gate into the field will be found on the left hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 3

Part Dering Wood

Church Lane, Shadoxhurst, Ashford, Kent

About 17.80 Acres

Guide Price £65,000 ~ £80,000



DESCRIPTION

A parcel of mixed woodland situated in a highly convenient rural location about 1 mile south east of Shadoxhurst village centre and a similar distance from the A2027. Included within the land is a fishing lake/large pond, which has been successfully fished over a number of years.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

Mr Mark Dewey
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax : 01233 643841

POSTCODE

TN26 1LZ

DIRECTIONS

From Ashford Town Centre: Head due south on the A2042 towards Kingsnorth, past the Park Farm development and continue heading south through the centre of Kingsnorth and on towards Bromley Green. Cross over the Bromley Green crossroads and continue on for about 1 mile. On reaching the next crossroads (Sugar Loaf) turn right towards Warehorne and then after about 200 metres turn immediately right again towards Shadoxhurst. Continue on this road without deviation through the woodland and Part Dering Wood will be found on the right hand side after about 1 mile. The lake is located towards the rear of the plot.

From M20 (Junction 9): Head due south west away from Junction 9 and join the A28 heading due south west away from Ashford towards Tenterden. Continue on this road and join the Great Chart bypass. At the end of the Great Chart bypass next to New Street Farm, turn left towards Shadoxhurst and Kingsnorth, continue on this road for about 1½ miles and at Stubbs Cross turn right towards Shadoxhurst. Continue on this road without deviation for about 1½ miles, heading towards Woodchurch. On leaving Shadoxhurst turn left into Church Lane (Old Shadoxhurst) continue along this road without deviation for about 1½ and Part Dering Wood will be found on the left hand side.

PLAN FOR IDENTIFICATION PURPOSES ONLY



LOT 4

Little Breach Farm

Barham, Nr Canterbury, Kent

About 8.15 acres

Guide Price £150,000 ~ £175,000



DESCRIPTION

An Equestrian holding offering excellent potential with planning consent recently granted for further Stable and Storage Buildings and a 60 m x 20 m Sand School. Well fenced paddocks occupying a gentle southerly slope.

TENURE

Freehold - Vacant Possession on Completion

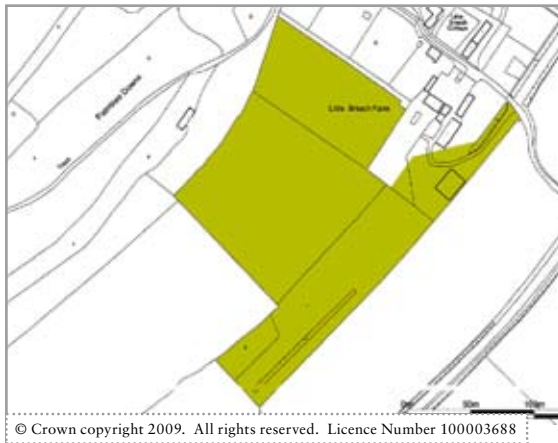
COMPLETION

Wednesday 12 August 2009

SOLICITOR

Mr Ben Mowll
Furley Page, 39 St Margaret's Street, Canterbury, Kent CT1 2TX
Tel : 01227 763939 Fax: 01227 762829

PLAN FOR IDENTIFICATION PURPOSES ONLY



SITUATION

Little Breach Farm occupies a delightful rural location at the northern end of the Elham Valley between the villages of Barham and Elham. The village of Elham is just over 2.5 miles to the south west whilst the village of Barham with its connection to the A2 lies about 1.5 miles to the north. The Cathedral City of Canterbury 7 miles to the north west offering an excellent range of shopping, recreational and educational facilities as well as a link via the A2 to the M2 motorway. The M20 Junction 11 is just over 8 miles to the south west and provides swift access to either Ashford and beyond to the west or Folkestone, Dover and the Channel Tunnel Terminal to the east.

DESCRIPTION

The property lies along a quiet lane off the Elham Valley road (B2065), shared only with the adjoining Little Breach Cottage, Little Breach Farmhouse and Little Breach Barn. The farm is approached off the lane over a hard entrance drive leading to a spacious yard surrounding the existing barn and stables with the proposed new buildings and sand school to be located close-by.

BUILDINGS

1. Existing Barn about 20 m x 15 m currently houses a number of internal loose boxes with additional storage space.
2. Stables. Adjoining the end elevation of this building are a pair of new stables having timber frame and clad elevations under corrugated roof.

PLANNING

1. Planning consent has been granted under reference CA/07/00962/BAR by Canterbury City Council for a new building to provide 15 internal stables and a tack/feed room as well

as a wash room/area. This application also includes permission for a 60 m x 20 m sand school and the change of use of the adjoining land to mixed grazing.

2. Planning consent has been granted by Canterbury City Council under application no. CA/07/01187/BAR for a new building about 25 m x 15 m as a storage building in connection with equestrian and agricultural use in association with Little Breach Farm.

Copies of these two planning consents together with their accompanying plans are available to interested parties from the agents.

LAND

The land is divided into three or four separate fields, the majority of which are extremely well fenced with good quality post and rail fencing. The land generally occupies a gentle southerly slope and is mainly well draining making it ideal for the keeping of horses and ponies.

SERVICES

It is understood that mains water and electricity are currently connected to the existing farm building.

TENURE

Freehold ~ Vacant Possession on Completion.

POST CODE

CT4 6LN

DIRECTIONS

From M20 (Junction 11): head south from Junction 11 and turn immediately left towards Newington on the A20. Proceed for about 0.75 mile and take the first left turn continuing along this road without deviation for about 1.5 miles until reaching the junction with the B2065 opposite Etchinghill Golf Course. Turn left towards Lyminge, continue through Lyminge village towards Elham. Pass through the village of Elham towards Barham. Proceed for about 2 miles and turn left into the lane serving the farm just before Breach Farm on the right and The Doll's House on the left. If you reach the Elham Valley Vineyard then you have gone too far.

From Bridge/A2: continue heading south east through Bridge on the Elham Valley road passing through Kingston and Barham. Proceed down the hill into the Elham Valley towards Elham village and the small lane to Little Breach Farm will be found on the right hand side just past the vineyard and The Doll's House.

LOT 5

Walnut Tree Farmbuildings

Church Road, Smeeth, Kent

About 4.50 acres

Guide Price £300,000 ~ £350,000



DESCRIPTION

A substantial group of modern farm buildings, extending to about 38,800 sq feet, set around an extensive concrete yard with a small parcel of adjoining pastureland and pond, together with a telecommunication mast believed to be let until 2016.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

Mr Bruce Scobie
Chubb Bulleid, 7 Market Place, Wells, Somerset BA5 2RJ
Tel: 01749 836100 Fax: 01749 676300



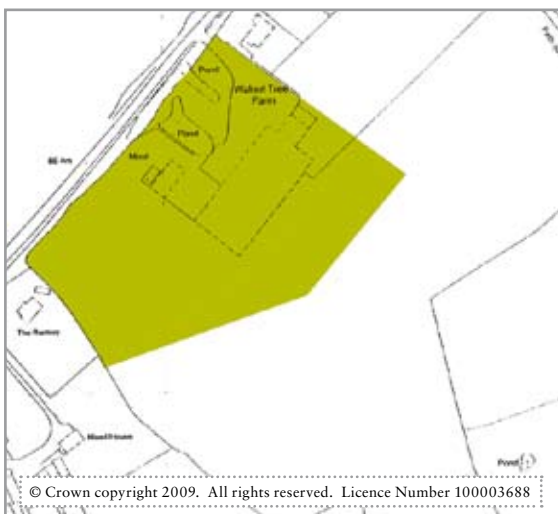
TELECOMMUNICATIONS MAST

This is located to the rear of the general purpose building and is the subject of a 20 year Agreement running from 31st January 1996 until 30th January 2016. The present contract is with O2 and the annual income is about £5,000, due for review in January 2010/11.

FARM BUILDINGS

These are set to the rear of a very large concrete yard and are all off steel frame construction and comprise:

1. Small Workshop about 40' x 20', roller shutter and pedestrian doors to front, concrete floor throughout, power points, fluorescent lighting, four roof lights provide natural lighting, connecting pedestrian door to:-
2. Main Workshop about 60' x 40', concrete floor, two sets of double doors to front, flood lit, eight roof lights provide natural lighting, three phase electricity point.
3. Machinery Store about 100' x 50', dirt floor.
4. Forage Store about 180' x 160', twin span building with two large vehicular openings to front.



5. General Purpose Building, this located on the opposite side of the concrete yard and measures about 60' x 30' with two open bays and one enclosed bay which is being used as a lockable store. There is standpipe water to an outside wall.

POND

To the front of the yard, beyond the kerbing, is a lawn area, an old fenced Poultry Run and an attractive pond with surrounding mature oak trees.

PADDOCK

This located to the side of the farm buildings and yard and comprises a single paddock of pastureland with separate access gates off the yard at the northern and southern ends as well as a pair of double roadside gates at the southern end.

SERVICES

Metered mains water, metered single and three phase electricity.

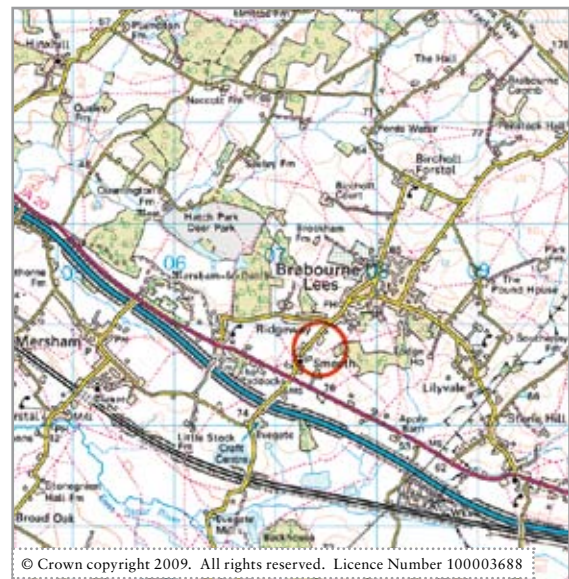
POSTCODE

TN25 6SA

DIRECTIONS

From Ashford/M20 (junction 10): Head south-east on the A20 towards Sellindge and Hythe. Upon reaching the Smeeth cross-roads after about 2½ miles turn left towards Smeeth/Brabourne. Continue past Smeeth Church and Walnut Tree Farm will be found after a short distance on the right hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 6

Bell Farm

Headcorn Road, Smarden, Ashford, Kent

About 8.40 acres

Guide Price £350,000 ~ £400,000



DESCRIPTION

A former small grass farm situated in a delightful rural location between the villages of Smarden and Headcorn and comprising a charming Grade II Listed farmhouse for modernisation in pretty gardens with adjoining pastureland and farm buildings.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

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

SITUATION

Bell Farm occupies a highly convenient rural location between the villages of Smarden and Headcorn with Biddenden and Pluckley both within easy reach. Headcorn village centre which offers a wide range of village amenities, one of the best in the area, and also provides a mainline railway service to London, is only about 2 miles to the north-west. Smarden village is about 1 mile to the south-east. Headcorn also provides access to the A274 which links to the County Town of Maidstone to the north and via the B2163 to Junction 8 of the M20 just north of Leeds village. The fast growing town of Ashford with its Domestic and International Passenger Station is about 10 miles to the east.

BELL FARMHOUSE

Bell Farmhouse is Grade II Listed and is described in the schedule of Listed Buildings as follows:-

‘Farmhouse II 2 probably C17 or earlier timber framed building. Two storeys. Ground floor red brick, above hung with curved tiles. Tiled roof, hipped on one side. Four casement windows, two small bays on ground floor. Modern porch.’

The farmhouse would now benefit from modernisation and a small amount of renovation work and provides the following accommodation.



ACCOMMODATION

GROUND FLOOR

Half glazed front entrance door to

Small Porch with door to

Sitting Room about 19'4 x 13'8, bay windows to front and side, radiator, inglenook fireplace currently 'bricked in', housing woodburning stove set on brick hearth. Heavily beamed ceiling, three wall lights, door to utility room,

narrow passage with door to

Dining Room about 13'11 x 13'3, bay window to front, window to side with fitted cupboard under, small inglenook style fireplace with brick hearth, fitted display cupboards beside with leadlight glass inserts, brick floor throughout, door to

Kitchen/Breakfast Room about 19'4 x 7'8, two windows to rear, single window to side, double drainer stainless steel sink unit set on fitted triple cupboard unit with worksurface beside, chimney recess houses oil fired Rayburn Royale (white) providing heating and domestic hot water (not tested), cooker point, fitted dresser, door with stairs to first floor and door to Utility Room about 12'8 x 7'0, window to side, cupboard housing electricity meters etc, double cloak cupboard with hanging rail and fitted shelf housing alarm control, radiator, coat hooks, door to

Rear Lobby about 5'1 x 4'2, door and window to side, quarry tiled floor, sliding door to walk-in

Larder about 8'3 x 3'0 (widening to 3'9), fitted larder shelves, window to side.

Cloakroom, fully tiled with low level WC and obscure window to rear.

FIRST FLOOR

Landing One about 8'8 x 4'8, door to

Bedroom One about 15'2 (max) x 14'7 (max), two windows to front, window to side, fireplace, range of fitted wardrobe cupboards, small lead light window to landing.

Opening from Landing One leads to

Landing Two about 11'5 x 4'5.

Bedroom Two about 11'4 x 9'9, window to front, fireplace with timber surround currently 'boarded up', walk-in wardrobe cupboard.

Bedroom Three about 13'10 x 8'4, window to front, radiator, fitted corner cupboard.

Family Bathroom about 13'3 x 7'5, window to rear, WC, wall mounted wash basin, free standing bath, airing cupboard housing hot water cylinder with immersion heater and fitted shelves, hatch to roof space, wall mounted electric heater.

OUTSIDE

The property is approached off Headcorn Road through a metal entrance gate leading to a large shared concrete entrance drive which in turn leads to the farm buildings and pastureland with a separate pedestrian gate to the farmhouse and its gardens.

GARDENS

The farmhouse is set in pretty, good sized gardens laid mainly to lawn with mature boundary hedges and a pedestrian gate to the Headcorn Road. There is a small low Wood Shed adjoining the rear elevation of the house and an old outside WC close to the rear. A timber framed Greenhouse in need to repair and a Garden Shed both lie to the rear of the house close to where the large Oil Storage Tank is also located.

FARM BUILDINGS

These are located directly off the entrance drive and comprise:

1. Former Pig Stys about 24'10 x 20'8, two separate stys with covered passage between for rear access. Concrete block construction under a corrugated onduline roof, one with double doors, the other with a metal gate to front.
2. Former Sow Shed about 24'0 x 13'0, a fully enclosed building divided into four separate parts by block walling.
3. Workshop, a general purpose building by Passmore about 31'0 x 28'0 of concrete frame construction under a corrugated fibre cement roof with a lean-to to the rear providing three small storage rooms.

PLAN FOR IDENTIFICATION PURPOSES ONLY



LAND

Beyond the garden is a small area of orchard to the rear of which is located a Soft Fruit Cage. Behind this is the first of the four pasture fields. In the first field are two small corrugated iron Store Sheds and to the rear of the first field is a Green Barn about 27'6 x 21'10 of telegraph pole and timber frame construction under a corrugated onduline roof with corrugated iron cladding, open on one side.

To the rear of the Green Barn are three almost equal sized pasture fields extending to about 2.40 acres each.

SERVICES

Mains water and electricity connected, an oil fired Rayburn provides domestic hot water and serves the central heating system (not tested). Private drainage system.

POSTCODE

TN27 8PN

DIRECTIONS

From Maidstone/M20 (Junction 8): Head due south away from the M20 and join the A20 heading due south-east towards Harrietsham, Lenham and Ashford. At the second roundabout turn right onto the B2163 and pass through the villages of Leeds and Langley Heath. Upon reaching the Five Wents junction with the A274, turn left and head due south passing through the villages of Sutton Valance and Headcorn. Continue along Headcorn High Street and at the end of the High Street and just before crossing the railway line, turn left towards Smarden/Egerton. Continue along this road without deviation, ignoring all left hand turnings and Bell Farm will be found on the left hand side just before reaching the Smarden Bell Public House (look out for our For Sale board).

From Ashford/M20 (Junction 9): Join the A20 and head due north-west towards Maidstone. After about 2½ miles turn left signposted Pluckley/Little Chart and pass through the villages of Hothfield, Little Chart Forstal and Pluckley. At the bottom of Pluckley Hill (Pluckley Thorne), bear right and continue on this road without deviation for almost exactly 3 miles. Upon reaching the Smarden Bell Public House, turn right towards Headcorn and Bell Farm will be found after a short distance on the right hand side.

LOT 7

Bell Farm Oast

Headcorn Road, Smarden, Ashford, Kent

About 3.75 acres

Guide Price £140,000 ~ £160,000



DESCRIPTION

A traditional, unconverted oast house together with a substantial “Atcost” barn with adjoining pastureland situated in a delightful rural location between the villages of Smarden and Headcorn.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

Mr Henry Moorhead
Henry Moorhead & Co, 2 Stade Street, Hythe, Kent CT21 6BD
Tel : 01303 262525 Fax: 01303 262922

SITUATION

Bell Farm Oast occupies a highly convenient rural location between the villages of Smarden and Headcorn with Biddenden and Pluckley both within easy reach. Headcorn village, offers a wide range of village amenities, one of the best in the area, and also provides a main line railway service to London, is only about 2 miles to the north west. Smarden village is about 1 mile to the south east. Headcorn also provides access to the A274 which links to the County Town of Maidstone to the north and via the B2163 to Junction 8 of the M20 just north of Leeds village. The fast growing town of Ashford with its Domestic and International passenger station is about 10 miles to the east.

OAST HOUSE

A traditional single roundel oast house. The roundel having traditional ragstone elevations under a Kent peg tile roof whilst the main body of the oast has timber frame and clad elevations under a pitched roof. This measures about 19'9" x 14'4" and on the ground floor provides two open bays, currently used for garaging/storage, with a concrete floor, one of which has a connecting door to the roundel.

An external staircase leads to the first floor which comprises a single room which provides direct access to the first floor of the roundel.

OUTSIDE

Approached over the concrete entrance drive to Bell Farm which provides access to a concrete area between the Oast and Atcost Barn which provides parking space for two or three vehicles and gives direct access through a timber five bar gate to the adjoining pasture land. To one side of the oast is a small lawned area with plants and shrubs.

ATCOST BARN

About 35' x 30'6", of concrete framed construction with corrugated roof and part corrugated clad to the upper elevations with a single block wall to one side.

LAND

The land adjoins the Oast House on the north western side and is divided into two separate almost level grazing fields extending to about 2.20 and 1.50 acres. In the corner of one of these fields is a small dilapidated shed with a further shed in the adjoining field.

SERVICES

Services to be confirmed.

POSTCODE

TN27 8PN

DIRECTIONS

From Maidstone/M20 (Junction 8): Head due south away from the M20 and join the A20 heading due south east towards Harrietsham, Lenham and Ashford. At the second roundabout turn right onto the B2163 and pass through the villages of Leeds and Langley Heath. Upon reaching the Five Wents junction with the A274 turn left and head due south passing through the villages of Sutton Valence and Headcorn. Continue along Headcorn High Street and at the end of the high street and just before crossing the railway line, turn left towards Smarden/Egerton. Continue along this road without deviation, ignoring all left hand turnings and Bell Farm Oast will be found on the left hand side just before reaching the Smarden Bell Public House (look out for our 'For Sale' board).

From Ashford/M20 (Junction 9): Join the A20 and head due north west towards Maidstone. After about 2.5 miles turn left signposted Pluckley/Little Chart and pass through the villages of Hothfield, Little Chart Forstal and Pluckley. At the bottom of Pluckley Hill (Pluckley Thorn), bear right and continue on this road without deviation for almost exactly 3 miles. Upon reaching the Smarden Bell Public House, turn right towards Headcorn and Bell Farm Oast will be found after a short distance on the right hand side

PLAN FOR IDENTIFICATION PURPOSES ONLY



LOT 8

Mayshaves House

Woodchurch, Ashford, Kent

About 7.80 acres

Guide Price £400,000 ~ £425,000



DESCRIPTION

A former grass farm situated in a delightful rural location between the Villages of Woodchurch, High Halden, Bethersden and Shadoxhurst. Former farm house for renovation and modernisation set in good sized gardens with adjoining farm buildings together with three separate pasture fields, one of which benefits from a delightful pond.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 12 August 2009

SOLICITOR

Mr Charles McDonald
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841



SPECIAL NOTE

VIEWERS ARE ASKED TO EXERCISE CAUTION WHEN VIEWING, PARTICULARLY IF ATTENDING WITH YOUNG CHILDREN.

THE EXECUTOR VENDORS ARE UNFAMILIAR WITH THE SERVICE SUPPLIES TO THE PROPERTY AND BUYERS MUST RELY ON THEIR OWN INSPECTION, SURVEY AND SEARCH.

SITUATION

Mayshaves House occupies a highly convenient rural location with the villages of Bethersden, High Halden, Woodchurch and Shadoxhurst all within easy reach. Ashford with its fast improved amenities, M20 connections and International Passenger Station is only about 4 miles to the north east. Tenterden with its picturesque High Street offering good quality shopping as well as recreational and educational facilities is about 5 miles to the south west. The village of Pluckley which is about 5 miles to the north west offers a main line service to London Charing Cross.

MAYSHAVES HOUSE

The property has brick lower elevations with weatherboard clad upper elevations under a slate and slate type tile roof with sash windows throughout. The property would now benefit from significant refurbishment and modernisation.

ACCOMMODATION

Porch Brick and glazed with part glazed door to Hall about 12'4 x 5'11 (max) stairs to first floor, coathooks, doors off to reception rooms 1 and 2 and kitchen/breakfast room.

Reception 1 about 12'1 x 12', windows to front and side, fireplace.

Reception 2 about 12'9 x 11'11, windows to front and side, fireplace, telephone point.

Kitchen/Breakfast Room about 19'4 x 11'10, windows to rear and side, door to hall, door to

rear garden and door to reception 3. A solid fuel Rayburn Royal (not tested) is set in tiled recess with cupboards to sides and a stainless steel sink set in cupboard unit with cooker point to side.

Reception 3 about 12'2 x 11'10, windows to rear and side, electric meters.

FIRST FLOOR

Landing with window to front offering views over open farm land, opening to roof space.

Bedroom 1 about 12'8 x 11'3, window to front with views, two shallow wardrobe cupboards.

Bedroom 2 about 13'5 x 12'7, window to front offering views, fireplace, cupboard housing insulated hot water cylinder (no immersion).

Bedroom 3 about 12'7 x 12'3, window to rear overlooking rear garden and farm buildings.

Bedroom 4 about 12'9 x 9'8, window to rear, stainless steel sink set in cupboard unit, fireplace.

Family Bathroom about 9'2 x 6'8, window to rear, low level wc, bath, corner wash basin.

GARDENS

The house is set in good size gardens mainly laid to lawn with a band of fruit trees along the eastern boundary. Next to the back door is a small coal bunker whilst to the side of the house is a brick wood shed/store about 10'5 x 8'4 (internal) with adjoining brick lean-to privy as well as a small garden store about 12'2 x 3'6 (internal).

FARM BUILDINGS

These are located immediately to the rear of the house and garden and comprise

1. Traditional Building about 17' x 13'4 of brick and weatherboard clad construction under a corrugated iron roof with part brick floor. There is a crude ladder (which viewers use at their own risk) through a hatch to loft area above. Adjoining the rear is
2. Garage about 17' x 8'8 corrugated iron roofed and clad.
3. Tractor Shed about 19'6 x 12'3
4. Chicken Shed about 19'6 x 12'
5. Store about 20'6 x 19'10
6. Calf Shed about 32'6 x 19'6, divided into two parts
7. Traditional Stables about 15'6 x 13' to the rear of which is a further small brick stable
8. Hay Barn about 44'9 x 16' of timber frame construction with corrugated iron roofing and cladding, open to side lane.



9. Two small Timber Pig Sty's to the front of the other farm buildings.

THE LAND

The land is almost entirely flat and divided into three separate fields comprising two small paddocks with one larger field to the rear which has its own established access gate to the side lane and includes a delightful and good size pond located close to the farm buildings.



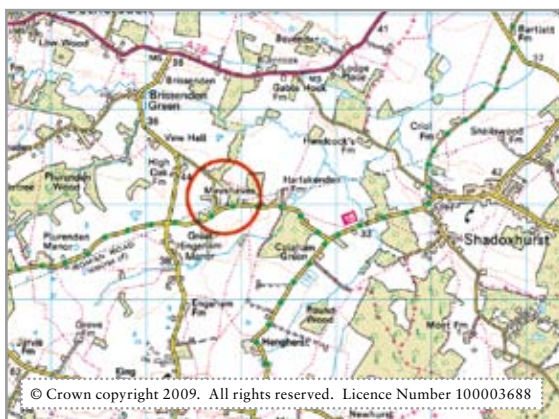
SERVICES

It is understood that mains water and electricity are connected and that there is a private drainage system.

None of the services or any of the appliances etc have been tested.

POSTCODE

TN26 3PT



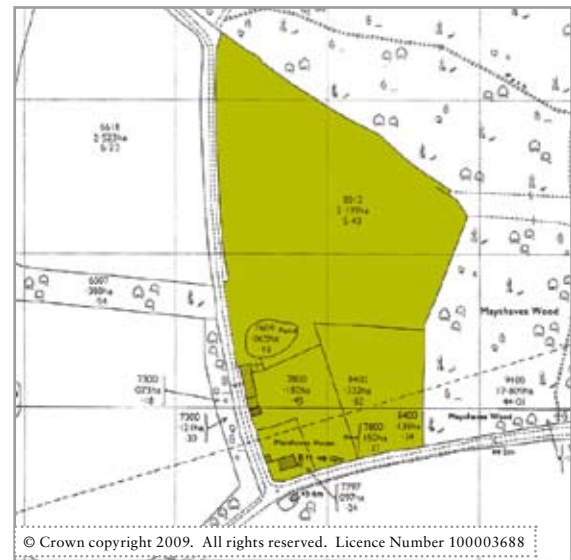
DIRECTIONS

From M20 (Junction 9): Head due south west away from Junction 9 and join the A20 roundabout. Head away from there on the A28 towards Tenterden and continue heading away from Ashford on the A28 passing the village of Great Chart on your right hand side. Proceed for almost exactly 4 miles and turn left, just before reaching Bethersden Village towards Woodchurch. Continue on this road for about 1½ miles and upon reaching the first crossroads turn left towards Shadoxhurst. Proceed about 0.3 mile and Mayshaves House will be found on the left hand side.

From Ashford Town Centre: Head due south out of the Town Centre with the International Passenger Station and the Retail Outlet on your left hand side. Pass through the village of Kingsnorth. Proceed for about 1.75 miles and at the crossroads with Bromley Green Road turn right towards Shadoxhurst. Continue along this road without deviation and at the next junction bear left towards Woodchurch. Continue on this road for a further 1.25 miles and having left Shadoxhurst turn right towards High Halden. Proceed along this road for about 0.8 of a mile and Mayshaves House will be found on the right hand side.

From Tenterden: Head due north out of Tenterden on the A28 towards Ashford passing through the Village of St Michaels. On reaching High Halden village centre turn right and continue on this road without deviation towards Shadoxhurst. On reaching the second crossroads continue straight across and Mayshaves House will be found on the left hand side after about 0.3 mile. .

PLAN FOR IDENTIFICATION PURPOSES ONLY



Notes . . .

Notes . . .

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 or the relevant Particulars 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.

