

## **Property Auction**

Wednesday 11th May 2011





#### **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 11th May 2011

## 2.30pm · Amos Hall · Ashford Market

#### LOT 1

Brick Yard Poultry Farm

New Romney

#### LOT 2

Steel Field

Wittersham

#### LOT 3

Sunnymead

St Margaret's

#### LOT 4

**Building Plot** 

Vine House, Lydd

#### LOT 5

Stone Oak

Mersham

### LOT 6

Park Lane Land Benersden

#### LOT 7

2 Lees Road

Willesborough Lees

#### LOT 8

St David's

New Romney

#### LOT 9

Suffolk House

Willesborough

#### LOT 10

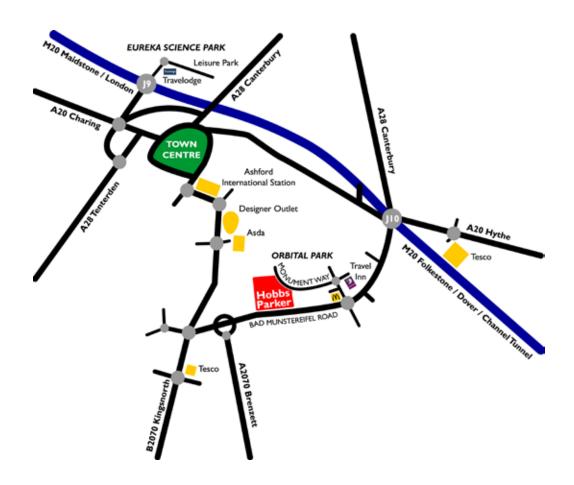
Elms Cottage

Hinxhill





#### 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 outgoings 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

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.

The successful bidder is bound

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.





## **Brickyard Poultry Farm**

New Romney, Kent About 3.35 Acres Guide Price £50,000-£60,000



#### **DESCRIPTION**

A parcel of level pastureland close to Romney Marsh town with excellent road frontage to Cockreed Lane. Comprising a range of former poultry houses with water and electricity connected.

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8 June 2011 (28 days).

#### **SOLICITOR**

Mr Jim Morrison Rootes & Alliott, 27 Cheriton Gardens, Folkestone, Kent CT20 2AR Tel: 01303 851100





#### **BUILDINGS**

These comprise former poultry houses and smaller chicken sheds of timber frame and clad construction which have recently been used for general agricultural storage and comprise:-

- a) House 1 About 40' x 19'.
- b) Chicken House About 12' x 8'.
- c) House 2 About 72'6 x 18'.
- d) House 3 About 112' x 18'.
- e) House 4 About 64.6 x 18'
- f) Chicken Shed About 9' x 7'.
- g) House 5 About 48' x 12' (dilapidated).
- h) Chicken Shed About 8'6 x 8',
- i) Base and Remains of House 6
- j) House 7 About 24'8 x 18'

k) House 8 About 24'5 x 19'. l) House 9 About 19'10 x 12'

#### LAND

The land comprises a single parcel of pastureland fenced to the roadside boundary with an established vehicular gate. There are a number of former fruit trees. The land offers delightful views over surrounding countryside to the north.

#### **SERVICES**

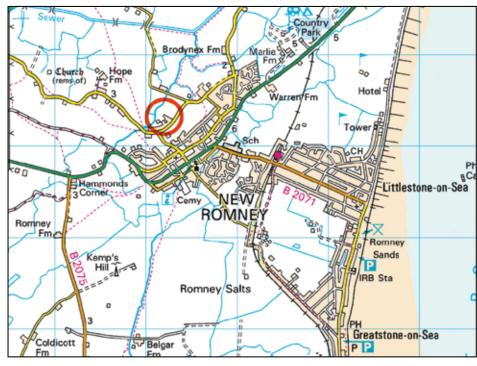
Metered mains water and electricity are both connected, although not tested.

#### **POSTCODE**

TN28 8TE (approx)



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## Steel Field

Wittersham, Kent About 4.77 Acres

Guide Price: £40,000 - £50,000



#### **DESCRIPTION**

A single parcel of permanent pastureland situated in a delightful rural location about 1 mile east of Wittersham village centre and adjoining a quiet country lane with established access gate.

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### **COMPLETION**

Completion will be fixed for Wednesday 8 June 2011 (28 days).

#### **SOLICITOR**

Mr D.G. Fifield

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

Tell: 01233 625711



#### **SERVICES**

Neither mains water or electricity are connected.

POSTCODE TN30 7HN

#### **DIRECTIONS**

From Tenterden: Head due west along Tenterden High Street (A28). At the end of the High Street turn left towards Rye on the B2082. Continue on this road without deviation for about 5 miles before reaching Wittersham village. Continue on the B2082 through Wittersham village towards Rye and as you leave the village, proceed for a further half mile and take the first left hand turn into Little Acton Lane. Proceed for about a third of a mile and Steel Field will be found on the left hand side.

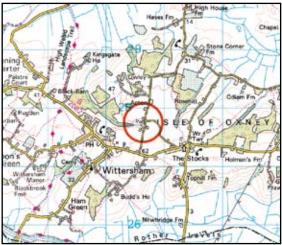
From Ashford/M20 (Junction 10): From Junction 10 take the A2070 Southern Orbital Road and join the A2070 towards Romney

Marsh signed Brenzett. Proceed for about 4/5 miles and leave the A2070 signed Hamstreet. Continue down into Hamstreet village and at the first crossroads turn right following the signs for Warehorne and Kenardington. On reaching Kenardington turn left, pass through the village and continue on towards Appledore Heath. At the crossroads in Appledore Heath continue straight on for about half a mile and at the next crossroads continue on again (crossing the B2080) and head towards Stone in Oxney. Follow this road without deviation for about just over 3 miles and on reaching The Stocks which is the junction with the B2082, turn right towards Wittersham village and Little Acton Lane is the second lane on the right hand side. Steel Field will be found after a short distance on the left hand side.

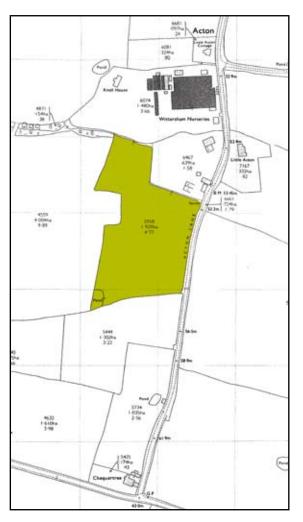
#### VIEWING

Daylight hours with a copy of particulars (Reference F2208).





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## Sunnymead

St Margaret's at Cliffe, Dover, Kent About 0.50 Acre Guide Price £180,000 to £195,000



#### **DESCRIPTION**

A detached bungalow for updating, refurbishment or possible redevelopment (subject to obtaining the necessary permissions) in an elevated position on a large plot (approximately ½ acre) in a stunning rural location about 1/3rd mile from the nearest adopted road set amidst open countryside with excellent riding and rural walks on the edge of a charming valley.

#### TENURE

Freehold - Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### SOLICITOR

Mr Paul Boucher Girlings, 16 Rose Lane, Canterbury, Kent CT1 2UR Tel: 01227 768374





#### **DESCRIPTION**

The original bungalow, dating from the 1920's, was extended and reconfigured in the 1980's to modern standards. The property provides scope for improvement, extension or redevelopment, subject to obtaining the necessary permissions and occupies a truly unique location on the edge of this peaceful valley with access via unadopted roads leading to this property and the two neighbouring bungalows. The area is ideal for those keen to participate in rural pursuits such as horse riding and walking. Indeed there is a BHS approved equestrian centre (including livery yard) just a few hundred yards away. It is also an ideal location for the enthusiastic ornithologist and natural historian. It is truly a unique and magical location.

#### **ACCOMMODATION**

Entrance Vestibule

Hall 18'10 x 13'6 ('L' shaped)

Sitting Room/Dining Room 22'6 x 12'

Kitchen/Breakfast Room 16' x 9' Range of Neville Johnson units with light oak panelled doors.

Bedroom 1 14' x 9'6

Bedroom 2 13'5 x 11'9

Study/Bedroom 3 9'9 x 6'9

Bathroom 9'10 x 5'7

#### **GARDEN**

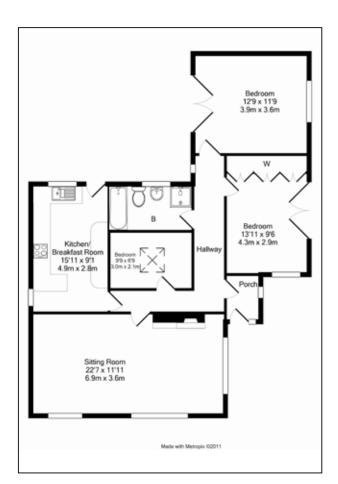
The gardens extend to approximately ½ acre and have been terraced. There are various sheds and parking and turning for several vehicles and also a detached garage. There are lovely views across the valley towards Hope Point.

#### **SERVICES**

Mains water and electricity. Private drainage. 1 night storage heater and multifuel stove.

#### **POST CODE**

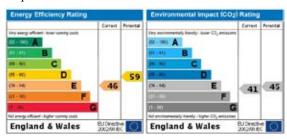
CT15 6HD





#### **ENERGY PERFORMANCE CERTIFICATE**

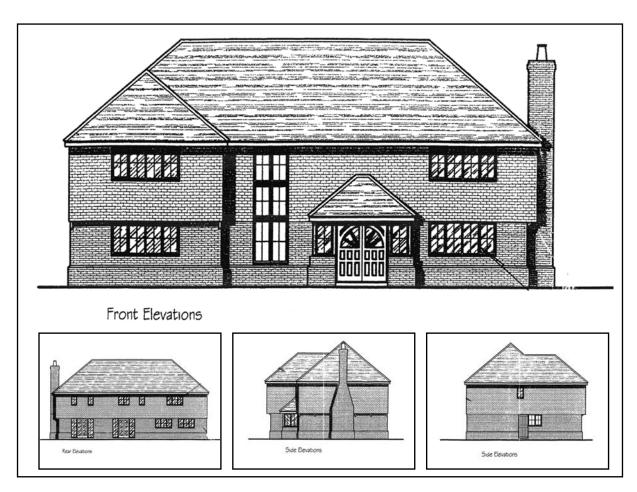
The graphs below are taken from the Energy Performance Certificate for this property. The full version of the certificate is available upon request.





## **Building Plot Adjacent to Vine House**

Lydd, Romney Marsh, Kent About 0.30 Acre Guide Price £160,000 – £175,000



#### **DESCRIPTION**

A rare opportunity to acquire a building plot with planning permission for a spacious four bedroom (four ensuite), three reception room detached house with galleried hall, tucked away from the road with privacy and seclusion.

#### TENURE

Freehold – Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### **SOLICITOR**

Mr A Doinik Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA Tell: 01233 625711





#### **SITUATION**

The plot is situated adjacent to a stunning period property known as Vine House and is tucked away from the road at the end of the driveway. The plot is close to the centre of this attractive village with a strong community and a good range of everyday shopping facilities including a butchers, newsagents, banks, building society, ironmongers, stores and garages, not to mention a number of clubs and societies under the gaze of the parish church known as The Cathedral in the Marsh because of its immense size.

Lydd also has a popular golf course and is just over 9 miles from the picturesque Cinque Ports town of Rye and 3 miles from the Cinque Ports town of New Romney with its further range of shops and 'Sainsburys' supermarket. The area is well served by primary and secondary schooling. The thriving Market Town of Ashford is just 15 miles to the north offering a good selection of state and private schools. Ashford also provides access to the M20 motorway and the International Station providing 38 minute High Speed trains to London St Pancras.

The Channel Tunnel is about 16 miles to the north east with bathing beaches stretching along the coast and cycle routes all over the Romney Marsh.

#### THE PLOT

Measuring about 51 metres in depth and 25 metres wide. The site is level and currently

laid to grass with a mature shrubbery along the right hand boundary which could be reduced in size if required. Planning permission has been granted for a superb two storey detached family house comprising four bedrooms, each served by an ensuite bathroom and there are three reception rooms with a spacious galleried reception hall and a good sized kitchen/breakfast room. A two bay detached garage has also been consented.

#### **PLANNING**

An application has been granted to extend the previous consent granted by Shepway District Council Application Number YO7/0155/SH in respect of the erection of a detached dwelling together with a detached two bay garage dated 21st March 2007, subject to conditions. A copy of the planning permission is available via this office or via Shepway Distruct Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY, telephone 01303 850 388.

#### **SERVICES**

Conduits have been installed beneath the driveway as far as the road curtilage for some services.

#### **POST CODE**

TN29 9AN



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## Stone Oak

Mersham, Ashford, Kent About 3.00 Acres Guide Price £50,000 - £60,000



#### **DESCRIPTION**

A rural smallholding comprising substantial workshop, polytunnels, orchard, paddock and poultry runs situated in a highly convenient location about 1 mile south of Mersham village.

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### **COMPLETION**

Wednesday 8 June 2011 (28 days).

#### **SOLICITORS**

Mr D.G. Fifield

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

Tell: 01233 625711





#### SITUATION

The property is conveniently located about 1 mile south of Mersham village centre with easy access to Ashford to the west via local lanes or to Junction 10 of the M20 motorway.

#### **GENERAL**

The property is approached through a 5 bar gate off the Broad Oak to Mersham road leading to a useful hardcore area providing excellent parking for a number of cars and vehicles. This leads to a hard surface roadway serving the buildings, polytunnels, paddocks and orchard.

#### BUILDINGS

- 1) Workshop About 23'3 x 13'2 of brick construction under an interlocking tile roof. Pedestrian door, window, up and over door to front, 2 windows to rear, external floodlight, double power point and water standpipe. The solid workbench will be included. Internally there is lighting, power points and an enclosed WC with wash
- 2) Link Building About 13'2 x 4', pedestrian door to front.
- 3) Shed About 16' x 8'.
- 4) To the rear of the workshop are 2 brick and glass Cold Frames, about 15'10 x 3'6 and 9'4 x 3'6 and a Log Store about 14'6 x 4'.

#### **ORCHARD**

Fully enclosed comprising 16 cherry trees, sweet heart, cordial, regina and merton glory varieties. 17 apple trees including

braeburn, cox and egremont russet, 4 plum trees including Victoria, oullons guage, haganta and meritare. There is also 1 tomcot apricot tree.

(The old metal gate to the orchard is being retained and will be removed prior to the auction).

There are further varieties of apple and pear trees planted alongside the driveway and between the paddocks.

#### FENCED PADDOCK

An excellent small paddock for sheep, goats or pony with a small field shelter and an attractive pond.

There is a further open area of pastureland which could easily be fenced to provide an additional grazing paddock.

#### VEGETABLE/FRUIT GROWING AREA

- 1) Vegetable patch Including gooseberry, red and black currants and raspberries and a further raised bed with asparagus.
- 2) Net tunnel About 100' x 17'6.
- 3) Polytunnel About 100' x 12'6.
- 3) Net tunnel About 50' x 12'6.

All of the tunnels have a water supply and beyond the tunnels are some young trees including willow, oaks and natural cherries.

#### **SERVICES**

Mains water, electricity and BT phone line. Cesspool.

#### **POSTCODE**

TN25 6NX



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#### **DESCRIPTION**

A parcel of permanent pastureland situated in a quiet rural location with good road frontage and an established access gateway. Attractive pastureland with potential to divide into a number of enclosures and with frontage to the river Beult.

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### **SOLICITOR**

Mr K. Whittington Kingsfords, 5/7 Bank Street, Ashford, Kent TN23 1DA Tel: 01233 624545

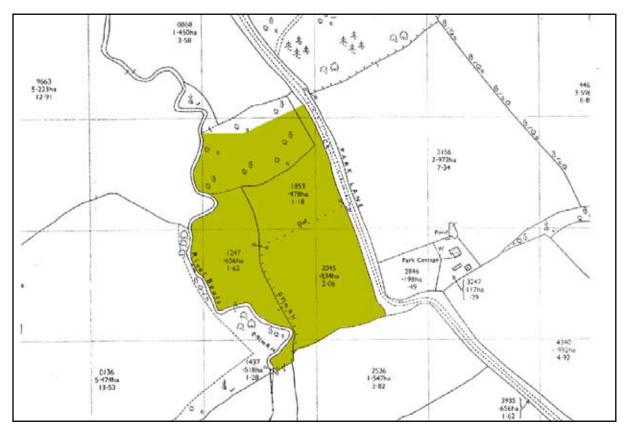




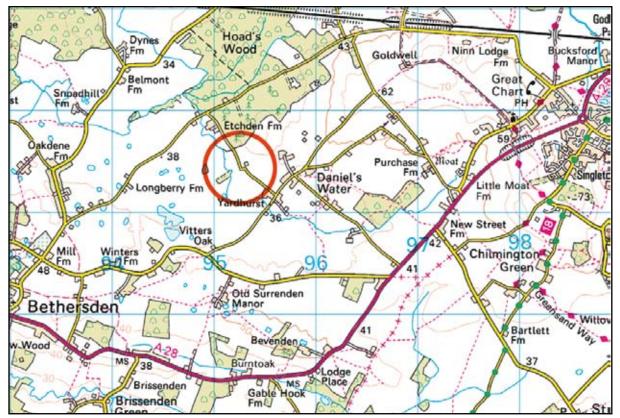
SERVICES

There is a water stopcock (next to the electricity pole) served by a private supply pipe.

POSTCODE TN26 1JZ (approx)



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## 2 Lees Road

Willesborough Lees, Ashford, Kent Guide Price £90,000 - £110,000



#### **DESCRIPTION**

Rare opportunity to acquire a 2 bedroom end of terraced period cottage in need of complete modernisation and redecoration.

#### **TENURE**

Freehold - Vacant Possession on Completion

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### SOLICITOR

Mr Jim Howard Kingsfords, 2 Elwick Road, Ashford, Kent TN23 1PD Tel: 01233 624545







#### SITUATION

2 Lees Road is located in an elevated position on the corner of Kennington Road and Lees Road, Willesborough Lees enjoying some distant views to The Downs beyond. The gardens run to 3 sides of the property. Ashford town centre and International Station is within a 2.5 mile radius and the station enjoys a high speed domestic train service to London taking approximately 37 minutes while the Eurostar service to Paris takes approximately 2 hours. Ashford is the fastest growing town between London and the Continent and the town centre is currently undergoing an exciting and comprehensive regeneration programme. The property gives easy access to local schools, supermarket, the William Harvey Hospital and Junction 10 of the M20 motorway.

#### ACCOMMODATION:-

Double glazed front door to:-

Entrance Hallway Broom cupboard, door to:-Kitchen/Dining Room Dual aspect double glazed windows to side and rear, stainless steel single drainer sink unit with cupboards below, electric cooker point, further worksurface with cupboards below, understairs shelved storage cupboard, door with steps leading to cellar, window to front, step from Kitchen/Dining Room leading to:-

Inner Hallway Storage cupboard, door to:-Sitting Room Tiled fireplace, double glazed window to front.

Ground Floor Bathroom White suite comprising panelled bath, pedestal wash basin, low level flush WC, double glazed window to side.

Stairs from inner hall to first floor.

Bedroom 1 Double glazed window to front,

fireplace currently sealed.

Bedroom 2 Double glazed window to side, over stairs storage cupboard.

#### **OUTSIDE**

Irregular shaped plot.

Rear Garden Predominantly laid to lawn, shrubs and trees, garden shed, coal bunker. Front and side garden laid to lawn, screened by hedging. Rear pedestrian gate leading to rear pedestrian access.

#### **SERVICES**

Mains water, electricity and drainage. There is no gas connected to this property.

#### **POSTCODE**

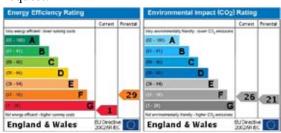
TN24 0NN

#### **DIRECTIONS**

From Junction 10 of the M20 motorway coastbound take the first exit left into Kennington Road and proceed across the mini roundabout past the William Harvey Hospital into Kennington Road then take the first left hand turning into Lees Road and the property is the first property on the left. Please note there is no off-road parking with this property.

#### **ENERGY PERFORMANCE CERTIFICATE**

The graphs below are taken from the Energy Performance Certificate for this property. The full version of the certificate is available upon request.





## St Davids

Ashford Road, New Romney, Kent About 0.30 Acre Guide Price £140,000 to £160,000



#### **DESCRIPTION**

A detached chalet style property offered for sale for the first time since its construction in 1938 with scope to redevelop the site subject to obtaining the necessary permissions.

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011.

#### **SOLICITOR**

Mr Jim Morrison

Rootes & Alliott, 27 Cheriton Gardens, Folkestone, Kent CT20 2AR Tel: 01303 851100





#### **DESCRIPTION**

St Davids is located on the outskirts of this Cinque Ports town, in a semi-rural location adjoining open countryside with New Romney and the Romney Marsh literally on its doorstep. The property requires completion refurbishment but it is most likely to be rebuilt subject to obtaining the necessary permissions. There are pretty well stocked gardens surrounding the property and a number of useful timber garden sheds. The gardens extend to approximately 0.3 acre.

#### **ACCOMMODATION**

Hall 18'7 long.
Sitting Room 12' x 10'6
Dining Room 12' x 12'
Kitchen 9'3 x 6'
Bedroom 1 12' x 11'6
Bedroom 2 13' x 8'
Bathroom
First Floor
Attic Room/Bedroom 3 14' x 11'2 ave

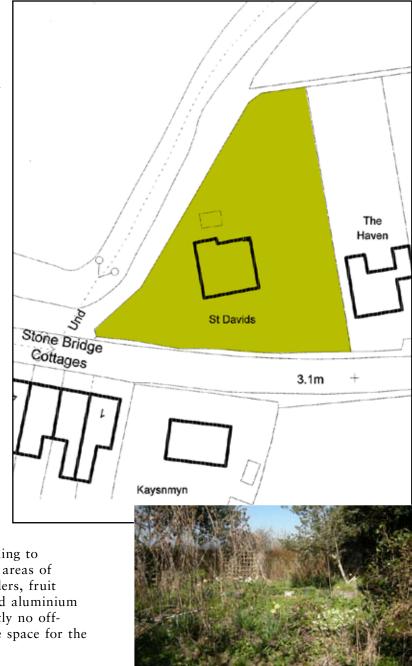
#### **GARDEN**

There are large gardens extending to approximately 0.30 acre with areas of lawn, well stocked flower borders, fruit trees, a timber garden shed and aluminium greenhouse. There is currently no offroad parking – although ample space for the provision of such.

#### **SERVICES**

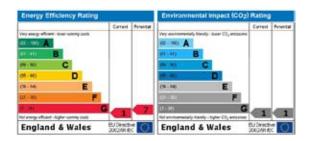
Mains water and electricity. Private drainage. Multi-fuel Rayburn

POST CODE TN28 8TG



#### **ENERGY PERFORMANCE CERTIFICATE**

The graphs below are taken from the Energy Performance Certificate for this property. The full version of the certificate is available upon request.





## Suffolk House

Hythe Road, Willesborough, Ashford, Kent Guide Price £230,000 - £240,000



#### **DESCRIPTION**

A great opportunity to purchase a substantial 4 bed detached house on a considerable plot. 4 bedrooms, bathroom, 3 reception rooms, kitchen, wet room. Outside is a rear garden measuring approximately 150' x 38'.

Freehold - Vacant Possession on Completion.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### **SOLICITORS**

Mr D.G. Fifield

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

Tell: 01233 625711





#### SITUATION

The property is on the Hythe Road set back from the road with lawned garden to the front, pathway and driveway. M20 junction 10 is within a quarter of a mile. There is a small parade of shops and convenience store within easy walking distance. Schools closeby include Willesborough Juniors, Norton Knatchbull Grammar School and The North. The town centre and international railway station are within approximately 2.5 miles. The property is also close to the William Harvey Hospital, historic windmill and Julie Rose Athletic Stadium.

#### ACCOMMODATION:-

Entrance Hall With double glazed entrance door and side panel, stairs to first floor, radiator, doors to all principal rooms including:-

Living Room 15' x 12'3, double glazed bay window to front, feature fireplace with gas fire and tile effect inserts, radiator.

Sitting Room 15' x 12'6, double glazed bay window to front, radiator.

Dining Room 15' x 9'9, double glazed patio doors to rear, radiator, doorway to:-

Kitchen 9'10 x 10'5, double glazed window to rear, wall and base cupboards, one and a half bowl sink unit, 5 ring gas hob and built-in electric oven, stainless steel splashback and extractor, wall mounted gas boiler, door to:-

Wet Room 9'9 x 4'6, double glazed window to rear, non-slip floor, shower area with tiling and curtain, wash hand basin, low level WC, radiator.

#### First Floor

Landing Double glazed window to front, radiator. Bedroom 1 15' x 12'7, double glazed bay window to front, radiator.

Bedroom 2 15' x 12'5, double glazed window to front. Bedroom 3 14' x 9'7, double glazed window to rear, radiator, built-in airing cupboard.

Bedroom 4 9'10 x 8'11, double glazed window to rear,

radiator, hatch to loftspace.

Bathroom Double glazed window to rear, modern white suite comprising panelled bath with shower and shower screen, pedestal wash hand basin, low level WC, heated towel rail.

#### **OUTSIDE**

Lawned gardens to front to either side of the pathway leading front door, driveway to side leading to Garage with wooden door, side pathway to:-

Rear Garden approximately 150' x 38', mainly laid to lawn with established trees and shrubs.

#### **SERVICES**

All mains services are connected.

#### POSTCODE

TN24 0QF

#### **DIRECTIONS**

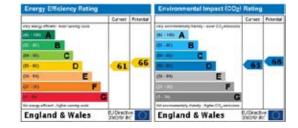
From M20 Junction 10 take the Hythe Road exit heading back into Ashford straight on through the traffic lights at the junction with Church Road. Continue along the Hythe Road where the property will be found shortly on the right hand side.

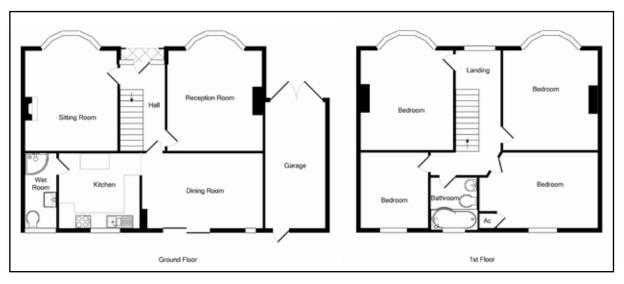
#### **VIEWING**

Strictly by appointment only. (Reference A909)

#### **ENERGY PERFORMANCE CERTIFICATE**

The graphs below are taken from the Energy Performance Certificate for this property. The full version of the certificate is available upon request.







## Elms Cottage

Hinxhill, Ashford, Kent About 1.50 Acres Guide Price £240,000-£260,000



#### **DESCRIPTION**

A rare opportunity to acquire a significant Grade II Listed period property for careful restoration set in just over 1.5 acres of land and dating back in part to the late 14th Century. Originally a medieval hall house but later arranged as three cottages, the property is almost entirely surrounded by rolling countryside towards the North Downs, designated an Area of Outstanding Natural Beauty.

#### COMPLETION

Completion will be fixed for Wednesday 8th June 2011 (28 days).

#### **TENURE**

Freehold - Vacant Possession on Completion.

#### SOLICITOR

Mr Jim Howard Kingsfords, 2 Elwick Road, Ashford, Kent TN23 1PD Tel: 01233 624545







#### SITUATION

Hinxhill is a rural hamlet situated just a few miles to the north east of the thriving market town of Ashford these days known as an excellent travel centre with both 37 minute High Speed trains to London St Pancras and Eurostar services to the Continent. The M20 motorway on the edge of the town provides a swift route to the M25, Channel Tunnel and Port of Dover.

A little to the north of Hinxhill is the charming village of Wye retaining local shops, banks, restaurants, pretty church, state and independent schools and a railway station connecting with both Ashford and the Cathedral City of Canterbury.

The surrounding countryside just below the North Downs is amongst the most attractive in the county and the area has been popular with buyers for many years.

#### **HISTORY**

Originally Elms Cottage was a single dwelling but it was subsequently divided into three cottages and is currently arranged in this form. The oldest part of the building is the southern timber framed section believed to date back to the 1400's with the later eastern end dating from the late



1800's. The Medieval part of the building is believed to have been built as a four bay structure with a two bay open hall but later in the period a number of alterations were made. Later changes were made in the C16th, C17th and C18th which gradually made the house more functional, in the late 19th Century the current arrangement of three small farm cottages came about. It was at this time that the northern end of the structure was demolished and replaced with the Victorian cross-wing. The cottages have been unoccupied since around 1980. Elms Cottage is considered historically significant due to its use of a raised end tie beam supported on 'base crucks' believed to be one of only very few known examples in Kent.

#### **PLANNING**

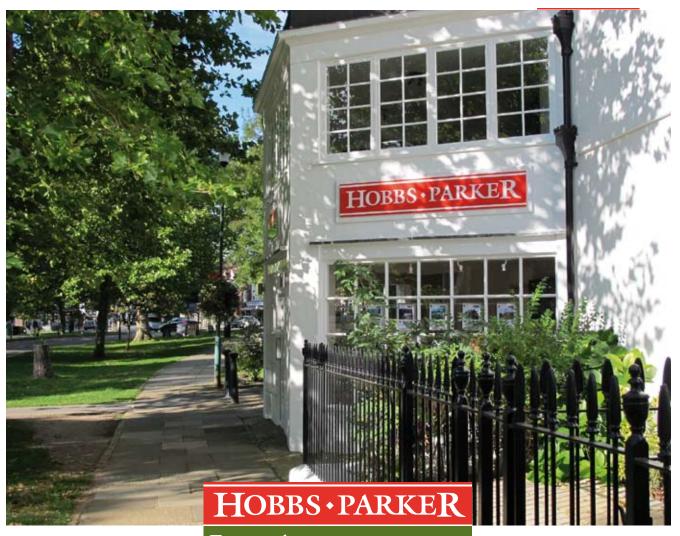
As per Ashford Borough Council's register of Listed Buildings the property is Listed Grade II of architectural and historic interest. Internal and external features are protected and relevant works to the property will require Listed Building Consent, any proposed extension may require planning permission in addition. A letter from Ashford Borough Council setting out their view of this project is available from these offices upon request.

#### POSTCODE TN25 5NT

#### **SERVICES**

Electricity connected, a water supply runs to the southern end cottage but is currently turned off at the highway, mains gas is understood to be available in the road but is not connected to the property, a private drainage provision will need to be installed (subject to consent), broadband is available in the area.





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# Rural · Property · Auctions Auction Dates For 2011

Wednesday 26 January 2.30pm

Wednesday 11th May 2.30 pm

Wednesday 13 July 2.30 pm

Wednesday 12 October 2.30 pm





#### MEMORANDUM

At the sale by Auction this day of the property described in the within Particulars

Name		
Address	Purchaser's Solicitor	
was the highest bidder for and was declared the within Particulars, Remarks, Stipulations		
Price £		
and has paid to Hobbs Parker Estate Agents	LLP, as agents for the Ve	endor the sum of
Deposit £		
by way of deposit in part payment of the said Purchaser hereby agree to complete the sale a Sale		
AS WITNESS our hands this	day of	2011.
Purchase Price	£	<b>.</b>
Deposit Paid	£	·
Balance Due on Completion	£	<b>:</b>
As Agents for the Vendor we, Hobbs Parker acknowledge receipt of the said deposit.	Estate Agents LLP, ratify	this sale and
Signature		



## Notes

#### GENERAL CONDITIONS OF SALE

- Definitions And Interpretation in these general conditions of sale:
- '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.
- '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.
- '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.
- 'the Contractual Completion Date' means the date specified in Condition 9.
- 'the Completion Date' means the date on which completion takes place.
- 'the Purchase Price' means the amount bid by the Purchaser for each Property which shall be exclusive of any Value Added Tax pavable.
- '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
- 'a Receipted Value Added Tax Invoice' means a Value Added Tax Invoice in respect of the Value Added Tax addressed to the Purchaser and receipted by the Vendor.
- '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.
- words importing the masculine include the feminine and the neuter and vice versa.
- 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.
- General and Special Conditions
- 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

- 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.
- The Standard Conditions Shall Apply To The Sale In So Far As They Are Applicable To A Sale By Auction And Are Not In-consistent With These General Conditions Of Sale And/Or The Relevant Special Conditions Of Sale But Subject To The Following Variations And Provisions:
- 'the seller' shall have the meaning attributed to 'the Vendor by clause 1.2 of these General Conditions of Sale.
- 'the buyer' shall have the meaning attributed to 'the Purchaser' by clause 1.3 of these General Conditions of Sale.
- 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.
- Deposit
- A deposit of 10% of the Purchase Price shall be paid by the Purchaser to the Auctioneer as Agent for the Vendor.
- 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.
- 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.
- 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.
- The Vendor shall supply a Receipted Value Added Tax Invoice to the Purchaser upon the payment by the Purchaser of the Value Added Tax.
- Auctioneer 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.
- In the event of any dispute on bidding the Auctioneer's decision shall be final.
- Tenure and Title
- The Tenure of each Property is Freehold, unless otherwise stated.
- 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.
- 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.

- 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 pur-chaser 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.
- 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.
- 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.
- 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 nonperformance of the agreement (whether or not resulting from the sale to the Purchaser
- Sale By Separate Lots Or Early

- 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. 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.
- 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 Plan-ning 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.
- Matters Affecting The Property
- 18.1 Each Property is sold subject to such of the following matters as
- 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 inspec-tion 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).
- 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. 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 Special 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
- 21.1 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

