

10.04.2025

On the instructions of the Trustees of the G H Nickels Will Trust

DENBURY
3.4 miles from Newton Abbot, 5.6 miles from Ashburton
South Devon

About 9 acres of
Permanent Pasture known as
Land at Goosepool,
Woodland Road
Denbury
South Devon

FOR SALE BY AUCTION ON
WEDNESDAY 16TH APRIL 2025 AT 3.00P.M.
AT THE JOLLY FARMER, 8 MARKET STREET,
NEWTON ABBOT, SOUTH DEVON, TQ12 2RB

Auctioneers:
Rendells
13 Market Street
Newton Abbot
South Devon
TQ12 2RL
Ref: CCM
Telephone: 01626 353881
Email: cc.morgan@rendells.co.uk

Solicitors:
Somerville & Savage
Alderbourne
Greenway Road
St Marychurch
Torquay
TQ1 4NJ
Telephone: 01803 312700
Email: l.white@somsav.co.uk

General Remarks and Stipulations

The land is divided into 2 fields borders the North side of the road running from Denbury to Woodland being about 805 yards from the village centre, the first gateway being opposite Goosepool Cottage. The land is under pasture divided by a hedge with a number of gaps and is surrounded by traditional bank and growth hedges. The land slopes gradually Northwest and inspection will prove that there is plenty of lush growth for livestock to graze. There are good views to the West, North and East from the land which has galvanised iron gates and a new galvanised iron water trough in the larger field.

Tenure

The property is freehold registered under DN603082 the title plan has been adapted to use as the sale plan.

Vacant Possession

This will be granted on completion on the 14th of May 2025 or earlier by agreement.

Boundary Ownership

Where known is marked by a 'T'.

Plan

The plan has been prepared from Promap and the 2 fields have been measured through that by computer.

Viewing

Viewing can be carried out any time in the hours of daylight with the particulars to hand and on condition that you inform Rendells, Newton Abbot, 01626 353881 or land@rendells.co.uk. Make sure that you close and bolt the gate when you leave.

Directions

Leave Newton Abbot, take the turning at Ogwell Cross or Two Mile Oak, go into Denbury, turn left for Woodland and the land will be seen on the right just outside the village and opposite Goosepool. **Please park carefully in the road. Do not drive into the field!**

Utility Company

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

Local Authority

Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, Devon, TQ12 4XX.

Uplift

The land will be sold subject to an uplift clause if planning consent is granted for residential development within 20 years of the 16th April 2025, 30% (Thirty per cent) of the uplift over and above the agricultural value will be payable to the Sellers or their heirs or assigns.

Services

There is a new galvanised iron mains water trough in the road hedge and it should be noted that a South West Water Authority water main passes under the land virtually parallel with the road hedge.

Drainage

The property known as Goosepool cottage has the right to construct a septic tank near the inside of the east hedge of the land. This has not been done but there is a small ditch along the foot of

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the hedge along which the roof water and surface water runs. The ditch has been dug out from time to time by the owner of Goosepool Cottage.

Conditions of Sale

The property will be sold subject to Rendells General Conditions of Sale and Somerville & Savage's Conditions of Sale for this particular property.

Solicitors' Auction Information

When available may be inspected at Rendells, 13, Market Street, Newton Abbot, Devon, TQ12 2RL or we can send it to you via email, please request this by contacting land@rendells.co.uk ref CCM/VG

Sale

The Seller and the auctioneers reserve the right to alter the description of the property, withdraw from the sale or sell by private treaty before the auction.

Openreach underground cable

There is an underground cable running near the dividing hedge and subject to a Wayleave Agreement BT reference SA298128. There is a copy in the Special Conditions in the Sale Pack.

Field Schedule

.SX No.	Field No.	Description	Acres
8168	7495	Pasture	5.37
8168	3165	Pasture	3.63
		Total	9.00

Identification, Bidding and Payment

Any person wishing to bid must provide proof of identity by presentation of a current driving licence or passport and a recent utility bill at least 24 hours before the auction and in addition complete the Identification form and the Political Contact form.

Bidding can be done in person or by representation subject to having written permission or by telephone so long as the auctioneers are contacted 24 hours before the date of the auction.

Payment of the deposit may be made by cheque, debit card or BACS.

A Bidding form is attached.

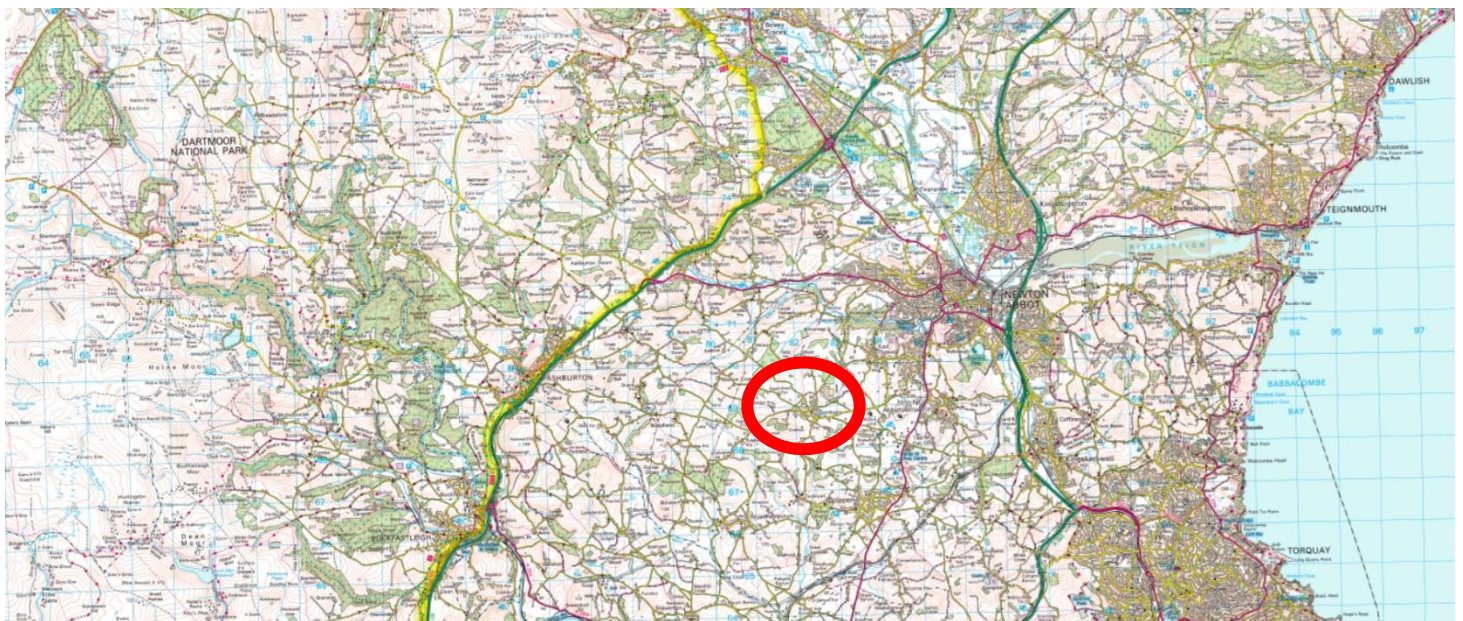
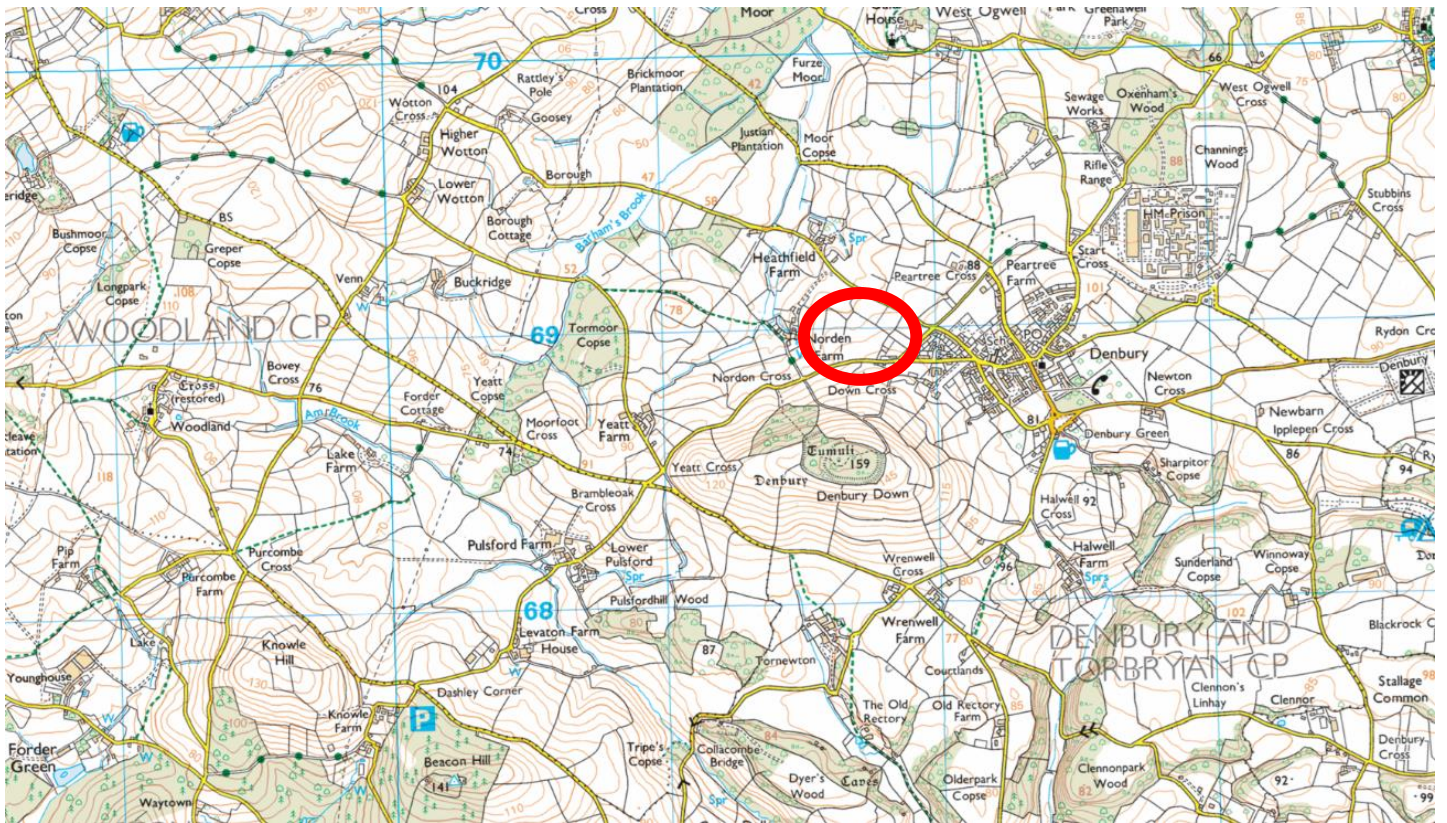
10.04.2025



Scale approximately 1:2500

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Location Plan



Please complete this registration form and hand to the auctioneer
or a member of Rendells' staff before the auction

9 Acres of Permanent Pasture known as Land at Goosepool Denbury South Devon	
Full Name(s):	
Correspondence Address:	
Post Code:	
Work/Home Tel:	Mobile:
Email Address:	
Solicitor	
Company:	Attention:
Address:	
Post Code:	
DX (if known):	Tel:
Email:	

**9 acres of
Permanent Pasture known as
Land at Goosepool
Denbury
Newton Abbot
South Devon**

**Title Number DN603082
On
Wednesday 16th April 2025 at 3.00p.m.
At the Jolly Farmer,
8 Market Street,
Newton Abbot,
South Devon,
TQ12 2RB**

GENERAL CONDITIONS OF SALE

Note: These General Conditions of Sale should be read with the Auctioneers' Particulars of Sale (and with any Special Conditions of Sale which will be annexed).

1. Definition and Interpretation

In these Special Conditions of Sale and Standard Conditions of Sale unless the context otherwise requires the following expressions shall have the following meanings assigned to them:

“The Auctioneers” mean Messrs, Rendells of 13 Market Street, Newton Abbot, South Devon, TQ12 2RL.

“The Particulars” mean the Particulars of Sale prepared by the Auctioneers in respect of the above auction.

“The General Conditions” means these Conditions of Sale.

“The Special Conditions” mean the attached Special Conditions of Sale.

“The Memorandum” means the Memorandum annexed to the Special Conditions.

“The Property”	means the freehold property known as 9 acres of pasture land at Goosepool, Denbury, Newton Abbot, South Devon.
“The Auction”	means the auction to be held on Wednesday the 16 th April 2025 at 3.00p.m. at the Jolly Farmer, 8 Market Street, Newton Abbot, South Devon, TQ12 2RB.
“The Seller”	means the Trustees of the G H Nickels Will Trust
“The Seller’s Solicitors”	means Somerville & Savage, Alderbourne, Greenway Road, St. Marychurch, Torquay, TQ1 4NJ.
“The Buyer”	means the person who submits the highest bid accepted by the Auctioneers in respect of the Property.
“The Buyer’s Solicitors”	means the person or firm named as such in the Memorandum annexed to these Special Conditions.
“The Purchase Price”	means the amount of the successful bid.
“The Completion Date”	means the 16 th day of May 2025.
“The Interest Rate”	means 5% over the base rate of Lloyds Bank Plc from time to time.
“The Standard Conditions”	means the Standard Conditions of Sale (5th Edition).
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
“Interpretation of Special Conditions and Standard Conditions”	Words importing one gender shall be construed as importing any gender. Words importing the singular shall be construed as importing the plural and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities.

Clause heading does not form a part of these conditions and shall not be taken into account in its construction or interpretation.

2. General and Special Conditions of Sale

2.1 The Property is sold subject to the General Conditions and the Special Conditions.

2.2 In the event of any conflict between the General Conditions and the Special Conditions then these Special Conditions shall prevail.

3. Memorandum

The Buyer shall at the close of the sale sign the Memorandum in the form annexed to the Conditions. Time shall be of the essence as to the signature of the Memorandum, the payment of the deposit, and the honouring of any cheque and, if such conditions are not satisfied, the Property may fall to be re-sold and any person whose bid has been accepted shall, notwithstanding that the agreement thereby made shall otherwise be at an end, indemnify the Seller against any losses damages and expenses arising out of the transaction not proceeding to completion.

4. Deposit

4.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneers, Rendells, who shall hold the money as stakeholders. The money will be held in Rendells Clients Deposit Account at Lloyds Bank Plc, 41 Courtenay Street, Newton Abbot, South Devon, TQ12 2QW.

4.2 The deposit may be paid by such method as the Auctioneers shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneers may reasonably require of his identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured.

4.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-

4.3.1 of rescinding the sale or

4.3.2 or affirming the sale

and if the Seller affirms the sale either

4.3.2.1 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment and for any losses damages and expenses suffered by the Seller and flowing from the breach of contract by the Buyer or

4.3.2.2 the Seller may seek specific performance of the sale.

5. Completion

5.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct.

5.2 In the event that the actual completion shall take place after 12 noon on a Working Day then for the purposes of making apportionments (if any) the date of actual completion shall be deemed to be the next Working Day.

5.3 The Seller shall not be required to transfer the whole or any part or parts to any person or body other than the Buyer who signs the Memorandum.

5.4 Payment of the balance of the purchase price is to be made in pounds sterling and only by way of direct transfer to the sellers Solicitors account.

6. Notice to Complete

6.1 The Seller or Buyer may on or after the agreed completion date give the other Notice to Complete within ten business days excluding the date on which the notice is given making time of the essence.

- (a) The person giving the notice must be ready to complete.
- (b) If the Buyer fails to comply with the Notice to Complete the Seller may, without affecting any other remedy the Seller has
 - (i) rescind the Contract
 - (ii) claim the deposit
 - (iii) forfeit the deposit
 - (iv) re-sell the Lot and
 - (v) claim damages from the Buyer.
- (c) If the Seller fails to comply with a Notice to Complete the Buyer may, without affecting any other remedy the Buyer has,
 - (i) rescind the Contract and
 - (ii) recover the deposit from the Seller or, if applicable, a stakeholder.

6.2 If the Contract is rescinded or otherwise brought to an end.

- (a) The Buyer must return all papers to the Seller and appoint the Seller as its agent to cancel any registration of the Contract.
- (b) The Seller must return the deposit and any interest on it to the Buyer (and the Buyer may claim it from the stakeholder if applicable) unless the Seller is entitled to forfeit the deposit under the above condition 6.1.

7. Capacity and Covenants of Title

The Seller sells as registered proprietor with full title guarantee.

8. Possession

The land is sold with vacant possession on completion.

9. The Registered Title DN603082

9 Acres of Pasture known as Land at Goosepool, Denbury, Newton Abbot, Devon.

10 Encumbrances

10.1 The Property is sold subject to all matters referred to in these Conditions.

- 10.2 Whether or not the Buyer shall have inspected any of the documents referred to in these conditions and the Special Conditions relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them notwithstanding any partial incomplete or inaccurate statement in those Conditions.
- 10.3 The Buyer accepts the title of the Seller to the Lot as at the Contract date and they raise neither requisitions nor objections except in relation to any matters following the Contract date.
- 10.4 Unless otherwise stated in the Special Conditions the Seller sells with Full Title Guarantee except that
- (i) All matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the Buyer and
 - (ii) An implied Covenant as to compliance with the Tenants obligations under leases does not extend to the state or condition of the Property where the Property is Leasehold Property.
- 10.5 The Transfer is to have effect as if expressly subject to all matters subject to which the Property is sold under these Conditions.
- 10.6 Unless a form of Transfer is set out in the Special Conditions
- (i) The Buyer must supply a draft Transfer to the Seller at least ten business days before the agreed completion date and the engrossment five business days before that date or if later two business days after the draft has been approved by the Seller and
 - ii) The Seller must approve or revise the draft Transfer within five business days of receiving it from the Buyer.

10.7 If the Seller remains liable in any respect in relation to the property following completion the Buyer is specifically to covenant in the transfer to indemnify the Seller against that liability.

11. Other matters affecting the Property

The Property is sold subject to:-

11.1 All local land charges whether registered or not before the date of the Memorandum and all matters capable of registration as local land charges whether or not actually so registered and matters that ought to be disclosed by the searches and enquiries made by a prudent buyer whether or not the buyer has made them.

11.2 All notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the Memorandum.

11.3 All actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning.

11.4 All rights including rights of way (whether public or private) light support drainage water and electricity supplies and other rights and obligations easements and quasi-easements and all existing proposed wayleaves for masts pylons stays cables drains and water gas and other pipes and all other matters affecting the Property whether or not the same are apparent.

11.5 Matters registered or capable of registration by any competent authority or under the provisions of any statute.

11.6 Outgoings and other liabilities.

11.7 Anything that is an overriding interest within the meaning of the Land Registration Act 2002.

12. Disclaimer

- 12.1 A copy of the Particulars the General Conditions and the Special Conditions relating to the Property having been available for inspection at the offices of the Seller's Solicitors and the Auctioneers for not less than 14 days prior to the date of the Auction the Buyer shall be deemed to purchase with full knowledge thereof whether the same shall have been inspected by the Buyer or his Solicitors and the Buyer shall not be entitled to raise any enquiries or requisitions in respect of thereof.
- 12.2 The Property is believed and shall be taken to be correctly described in the Particulars, the General and the Special Conditions but any incorrect statement error or omission which may be discovered in the description thereof the Auctioneers general remarks, the Plans, or in the documents of title, shall not annul the sale and nor shall the Buyer claim or be entitled to any compensation in respect thereof, provided that such error or omission does not materially affect the market value of the Property.
- 12.3 The Property is sold in its present state of repair and condition and the Buyer shall be deemed to have full notice and knowledge thereof and shall make no requisition or objection in respect thereof.
- 12.4 The Buyer acknowledges that, having inspected the Property, he enters into the purchase or any agreement collateral thereto on the basis of his own inspection and enquiries of the relevant authorities and on the Seller's Solicitors written replies to his own or his Solicitor's enquiries and not on reliance upon any other express or implied representation, whether made orally or in writing, by or on behalf of the Seller.
- 12.5 The Buyer shall not object or raise a requisition to any minor discrepancy between the size of the Property as given in the Particulars, the General and the Special Conditions and as evidenced by the title deeds or between the plans annexed to the title deeds; in each case the latter shall prevail. In the event of any variation or inconsistency between the Particulars, the General and the Special Conditions, the latter shall apply.

- 12.6 The Buyer is not relying on the information contained in the particulars or in any replies to the preliminary enquiries but on the Buyers own verification of that information.

13. Incorporation of the Standard Conditions

The Standard Conditions shall apply to these Conditions so far as they are applicable to a sale by auction and are not varied by nor inconsistent with the terms of these Conditions including the Special Conditions.

14. The Conditions of Bidding

- 14.1 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneers or other person appointed by them to bid up the reserve price.

- 14.2 The Auctioneers reserve the right to regulate the bidding and the right (without giving any reason) in their sole discretion to refuse to accept a bid. The Auctioneer's decision shall be final should any dispute arise as to the conduct of the auction.

15. Searches

The Seller's Solicitors have made available the results of the usual searches and enquiries of the Local Authorities. The replies to the searches and enquiries shall be handed over to the Buyer after the Auction and the Buyer shall on completion reimburse the Seller with the cost – see Special Conditions of Sale.

16. Merger on completion

The provisions of the General and Special Conditions shall not merge on completion of the sale of the Property to the Buyer so far as they remain to be performed.

- 16.1 "Solicitors" Pack available on request or can be sent by email. Please contact Rendells Mr CC Morgan or Miss VE Gilbert Telephone no. 01626 353881 or land@rendells.co.uk.

17. Law of Property (Miscellaneous) Act 1994

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17.1 For the purposes of Section 6.2.a of the said Act all matters recorded at the date of the Memorandum in Registers open to public inspection are to be considered within the actual knowledge of the Buyer.

SPECIAL CONDITIONS OF SALE

The Special Conditions of sale may be viewed in Somerville & Savage's Auction Pack which is available for inspection at Rendells, 13 Market Street, Newton Abbot, TQ12 2RL (Please contact Rendells for an appointment) or these can be forwarded by email.

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MEMORANDUM

 $I/We,$

of

DO HEREBY ACKNOWLEDGE that I/We have this day agreed to purchase from the Trustees of the G H Nickels Will Trust the property described as 9 acres of Pasture land at Goosepool, Denbury, Newton Abbot, South Devon as described in the aforementioned Particulars at the price of

£ (Pounds)
subject to the annexed Conditions and Special Conditions of Sale and I/We have paid to the
Auctioneers in accordance with General Condition 4.1 the sum of
£ (Pounds)
as a ten per cent deposit and in part payment of the purchase price and I/We hereby agree to
pay the remainder of the purchase price and complete the purchase in accordance with the
annexed Conditions and Special Conditions of Sale

AS WITNESS my/our hands this _____ day of _____ 2025

.....

Purchase Price	£
Deposit	£
Balance	£

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned deposit this day of 2025

.....

Rendells for and on behalf of

10.04.2025