# On the instructions of the Trustees of the George Dick Hart Will Trust

### **MANATON - DARTMOOR**

5.4 miles from Bovey Tracey, 7.2 miles from the A38 and 5 miles from Widecombe-in-the-Moor FARM BUILDINGS AND YARD

Formerly part of Town Barton, Manaton



# FOR SALE BY AUCTION ON WEDNESDAY 10<sup>TH</sup> DECEMBER 2025 AT 3PM 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: land@rendells.co.uk

#### Solicitors:

# **WBW Solicitors**

Church House, Queen Street, Newton Abbot, South Devon, TQ12 2QP Telephone No.01626 202404 Email: darrenheard@wbw.co.uk Manaton is located in Dartmoor National Park about 5.4 miles from Bovey Tracey and 7.2 miles from Drumbridges interchange on the A38, has a village green, a church known as Saint Winifred with a number of mainly detached houses and a public house known as The Kestor Inn – the sale of the buildings with the yards provide the chance to invest in an interesting for a variety of uses.

#### **Tenure**

The property is offered for sale with vacant possession on completion on 7<sup>th</sup> January 2026.

#### **Title**

The property is sold with an unregistered title.

# **Boundary Ownership**

Where known is marked by a "T".

### **Services**

Electricity is connected.

Water: Main water is not connected but nearby property has mains water connected.

Drainage: There is no drainage connection.

# **Local Taxation**

The building has been used for livestock and storage of implements and equipment.

#### **Entrance**

This is off the public highway and shared with the adjoining Town Barton Farm which has a tarmac entrance whereas the farm building side does not. A post and rail fence divides the two properties.

# **Local Authority**

Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, TQ12 4XX. Dartmoor National Park, Parke, Bovey Tracey, TQ13 9JQ.

# **Dangerous**

Some of the loft areas are dangerous. Anyone entering this building does so at his or her risk.

#### Plan

The plan has been produced from Promap for identification purposes.

Anyone interested in this property is advised to make a through inspection.

#### Viewing

Viewings are by appointment only. Contact Rendells Newton Abbot 01626 353881 CCM/VG

# **Direction**

Leave the A38 at Drumbridges, go towards Bovey Tracey, around the first roundabout then at the same roundabout turn first left, go up the hill, bear right towards Manaton and keep on until the crossroads at Manaton, turn right and the entrance will be seen a short distance on the right. **Do not drive into the property but park on the road or the car park.** 

The property is approached from the local road by an open access which leads to the outer yard then to the inner yard and the building.

The construction is of stone the main part having a turnerised slate roof the western part of the main building has a high ridge then the centre part with windows and doorways mainly have brick arches and sides.

The overall external length of the main building is 91' 9" x 19' (38m x 6m). The western part contains a garage with double door and an earth floor 16' 3" x 15' 1" (4.98m x 4.61m). Livestock housing 30' 9" x 16.43" (14.53m x 4.98m) with a concrete floor and, above is a loft with 2 loft doors and ladder fixed to the wall on the interior.

The eastern part 40' 9" x 16' 3" (12.43m x 4.96m) has an earth floor, 2 doorways and a ladder fixed to the wall.

Loft above with door to exterior.

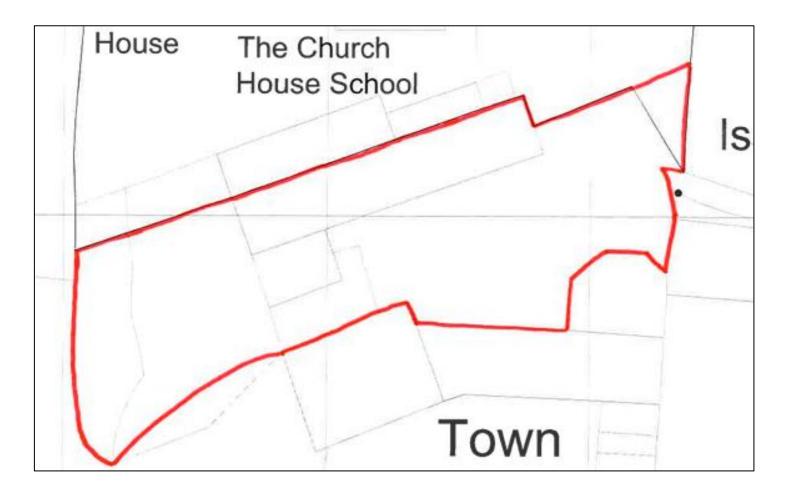
The back wall abuts the neighbouring property and has no opening. Adjoining the building is an extension 22' 9" x 16' 9" (6.98m x 5.15m). Constructed of stone under a slate roof and contains a machinery and general store.

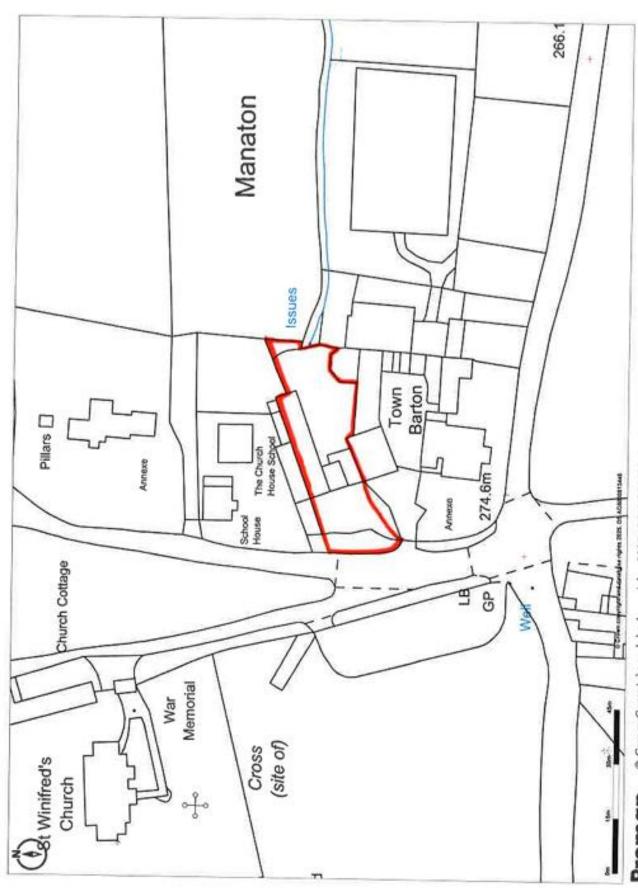
The rear yard is approached through 2 granite pillars.

Located in the outer yard is a building of timber and galvanised iron having a single pitch roof with a galvanised side a stone wall to the rear and abuts the North boundary. There is an earth floor.

The dimensions are 50' x 16' (15.2m x 4.77m).

The property extends to about 0.25 acres measured off plan.





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# **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 or debit card.

A Bidding form is attached.









# Please complete this registration form and PEP form (on reverse) and hand to the auctioneer or a member of Rendells' staff along with proof of ID and proof of address before the auction commences.

Proof of ID includes an in date Driving Licence or Passport and proof of address includes a utility bill, council tax bill or bank statement dated within the last 3 months – name and address is to match the below registration form.

# FARM BUILDING AND YARD FORMERLY PART OF TOWN BARTON

MANATON NEWTON ABBOT 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:				



### DO YOU HOLD A POLITICAL POSITION?

A political position typically includes any of the following in any country in the world, including the UK:

- · Heads of state, heads of government, ministers and deputy or assistant ministers
- Members of parliament or similar bodies
- Members of the governing bodies of political parties
- Members of supreme and constitutional courts and other high level judicial bodies
- · Members of courts of auditors or boards of central banks
- Ambassadors, and high ranking officers in the armed forces
- Members of the administrative, management or supervisory bodies of state owned enterprises
- Directors, deputy directors and members of the board, or equivalent of an international organisation

#### DO YOU HAVE A CLOSE RELATIVE THAT HOLDS A POLITICAL POSITION?

A close relative includes family members such as:

- Spouse
- Partners
- Children (of the person and their spouse or partner)
- parents

### ARE YOU ASSOCIATED WITH SOMEONE IN A POLITICAL POSITION?

Associates are seen as:

- Someone with whom you have Joint legal ownership of a legal entity
- Someone with whom you have any other close business relationship
- Someone who has a beneficial interest in property or a legal entity that you solely own

Signe	d	. Dated
Print I	Name	
	I declare that I am a Politically Exposed Pe Enhanced Due Diligence)	erson as defined under A or B. (If ticked undertake
	I declare that I am <b>NOT</b> a Politically Expos	ed Person as defined under A or B.

MANATON – DARTMOOR
Farm Buildings and Yard
Formerly part of
Town Barton,
Manaton
Newton Abbot
Devon

on
Wednesday 10<sup>th</sup> December 2025 at 3.00 pm.
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 Farm Buildings and Yard		
	formerly part of Town Barton, Manaton, Newton Abbot,		
"The Auction"	means the auction to be held on Wednesday the 10 <sup>th</sup> December		
	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 George Dick Hart Will Trust.		
"The Seller's Solicitors"	means WBW Solicitors, Church House, Queen Street, Newton		
	Abbot, South Devon, TQ12 2QP.		
"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 7th day of January 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.		
	777		

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 fail 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 property is unregistered and is known as Farm Buildings and Yard formerly part of Town Barton, Manaton, Newton Abbot, South 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 property 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 C C Morgan or Miss V E Gilbert Telephone no. 01626 353881 or

  land@rendells.co.uk.
- 17. Law of Property (Miscellaneous) Act 1994

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

# SPECIAL CONDITIONS OF SALE

The Solicitors Auction Information package and Special Conditions of Sale can be sent by email or inspected at Rendells, Newton Abbot with 24 hours' notice.

Please contact Rendells on 01626 353881 to request a copy.

# **MEMORANDUM**

I/We,			
of			
			eed to purchase from the s Farm Buildings and Yard
	n Barton, Manaton,		Devon as described in the
		ecial Conditions of Sale ondition 4.1 the sum of	Pounds) and I/We have paid to the
£ ( as a ten per cent depo	sit and in part paym the purchase price	ent of the purchase price and complete the purchase	Pounds) and I/We hereby agree to se in accordance with the
AS WITNESS my/ou	r hands this	day of	2025
Purchase Price	£		
Deposit Balance	£		
As Auctioneers we he deposit this	reby confirm this sa day of	le and acknowledge recei	pt of the above mentioned 2025
Rendells for and on be	ehalf of		