2.1 Acres of Grassland
Hudswell, Richmond
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For Sale by Public Auction (unless previously sold) on Tuesday 30th May 2017 at 6.00 p.m. at the Allerton Court Hotel, Darlington Road, Northallerton

• Access from Hudswell Lane
• 2.10 Acres approximately
• Stock Fenced
• Views over Hudswell Banks
• Central Village Location
• Guide Price: £15,000

SITUATION
Richmond 2 ½ miles, Downholme 2 ½ miles, Catterick Garrison 4 miles, Brompton on Swale 6 miles (all distances are approximate).

The land is conveniently situated near the centre of the village of Hudswell with access from the main road leading through the village at point D shown on the plan.

DESCRIPTION
The land provides an excellent opportunity to purchase an attractive and conveniently located parcel of grassland. The boundaries have been kept in good order with the hedges regularly cut and the grass has been used to graze sheep.

LOT 3: GRASS PADDOCK 2.10 ACRES (0.85HA) EDGED PURPLE
Lot 3 is a single field of grassland with access from point D on the plan. The field offers views over Hudswell Banks with the river swale in the bottom.

GENERAL REMARKS & STIPULATIONS

VIEWING
Viewing by Appointment with Robin Jessop or Tom Wilkinson on 01677 425950.

METHOD OF SALE
Lot 3 is offered for sale by Auction on Tuesday 30th May 2017 at 6.00 p.m. at the Allerton Court Hotel, Darlington Road, Northallerton

TENURE & POSSESSION
The property has freehold title and is being sold with the benefit of vacant possession upon completion.

ACCESS
There is direct access onto Hudswell Lane at point D.

SERVICES
There are no services to the field but they are believed to be nearby.

TENANTRIGHT
There will be no tenantright payable.

SPORTING, TIMBER AND MINERAL RIGHTS
The shooting, timber and mineral rights are included in the sale insofar as they are owned.

BOUNDARIES
The Vendors will only sell such interest, if any as they have in the boundary fences, ditches, walls and hedges and other boundaries separating the property from other properties not belonging to them.

Where the boundaries are marked by inward facing T marks these will be the responsibility of the purchaser(s).

PLAN
The plan is for identification purposes only.

NATIONAL PARK
The land is situated in the Yorkshire Dales National Park.

NITRATE VULNERABLE ZONE
The land is not situated within a Nitrate Vulnerable Zone.

EASEMENTS, WAYLEAVES AND RIGHTS OF WAY
The land is sold subject to any rights of way, water, drainage, easements and wayleaves and all rights of access whether mentioned in these particulars or not.

It is understood that there is a public footpath running from north to south through the land. It is also believed that there are Ministry Of Defence Water mains running through parts of the Land. There are also street lamps and underground water tanks situated within the land in connection with the adjacent water works.

BASIC PAYMENT SCHEME
The land is registered for the Basic Payment Scheme. The appropriate number of Basic Payment Entitlements are included in the sale and will be transferred to the purchaser(s) where they are an "active farmer" for the purposes of the basic payment scheme.

The Purchaser(s) will contribute £200.00 plus VAT towards the transfer of the Basic Payment Entitlements if they choose to claim the entitlements.

The Basic Payment for 2017 will be retained by the Vendor. The Purchaser(s) will indemnify the Vendors against any loss incurred due to the Purchaser(s) not complying with the cross compliance conditions from the date of completion until the 31st December 2017.
1. **Auction Conditions**

The property is being offered for sale by public auction. This sale will be conducted under the Common Auction Conditions (3rd Edition), a set of which will be included in the Legal Pack and which are also available on request by email at info@yorkshiredales.org.uk.

The successful purchaser(s) will be required to sign a contract and pay a 10% deposit immediately on the fall of the hammer. The 10% deposit cheque is to be made payable to Messrs McGarry & Co. The date set for completion is 30th June 2017.

A copy of the Common Auction Conditions will also be available for inspect at our offices and those of the Vendor’s Solicitors. The Special Conditions of Sale will be referred to in the Contract.

2. **Legal Pack**

The Vendor’s Solicitors, Messrs McGarry & Co have compiled a Legal Pack which will include Special Conditions of Sale, Draft Contract, Replies to Pre-Contract Enquiries, Local Authority Search, Water and Drainage Search etc and will also include quotations from the utility companies.

If you require a copy of the Legal Pack, then please send a cheque in advance for £48.00 (inc VAT), made payable to Messrs McGarry & Co, 21 Galgate, Barnard Castle, County Durham, DL12 8EQ. Tel : 01833 600160.

Acting Solicitor : Michael McGarry

The Legal Pack will not be read out at the auction. Purchaser(s) will be deemed to bid in full knowledge of the contents of the relevant Legal Pack. If there are inconsistencies between any statement made by Robin Jessop Ltd and the Legal Pack, then the Legal Pack shall prevail.

3. **Guide Price / Reserve Price**

Guide prices are provided as an indication of each Vendor’s minimum expectation. They are not necessarily figures which a property will sell for and may change at any time before the auction. The sale price will be dependent on the bidding in the auction room and on the Vendor’s instructions.

Each lot will be offered subject to a reserve price. This is a figure below which the Auctioneers cannot sell the property during the auction. We expect the reserve price will be set within the guide price range or not more than 10% above a single figure guide. It is a confidential figure set between the Vendors and the Auctioneers prior to the auction.

The Vendors reserve the right for the Auctioneers to bid on their behalf up to the reserve price.

4. **Legal Enquiries**

Importantly, please make all enquiries in the days before the auction as there will be no available time during the auction for legal questions to be addressed. All legal enquiries as to title or the contract should be referred to Messrs McGarry & Co marked for the attention of Mr Michael McGarry.

5. **Buyer’s Premium / VAT / Searches**

Please note that there is NO buyer’s premium and NO VAT is payable on the purchase price. The Purchaser(s) of each lot will be responsible for paying for the Searches.

6. **Auction Venue**

Allerton Court Hotel, Darlington Road, Northallerton, North Yorkshire DL6 2XF. Tele:- 01609 780525.

7. **Purchaser’s Administration Charge**

The successful purchaser(s) of this lot will be required to pay the Auctioneers, Robin Jessop Ltd a purchaser’s administration charge of £600.00 (inc VAT) on exchange of contracts.

8. **Money Laundering Regulations 2007**

All successful bidders must provide proof of identity and current address to the auctioneers immediately upon the fall of the hammer and before completing the Memorandum of Sale. Suitable forms of identification are:-

- Full passport or driving licence

It is also mandatory to provide full proof of address which may include a recent Mortgage Statement from a recognised lender, bank or building society statement or utility bill in the last 3 months.

If the purchaser(s) is acting on behalf of another party, a letter of authority, in a form approved by the Vendor’s Solicitor must be obtained. In the event that a purchaser is unable to provide the appropriate proof of identity the transaction will not proceed.

9. **Guide to Buying at Auction**

Be a prudent buyer. A prudent buyer will have:-

- Inspected the property
- Read the Common Auction Conditions
- Checked the Legal Pack, that is to say, Contract, Local Searches etc
- Read the General & Special Conditions of Sale and Sale Memorandum
- Checked any Addendum
- Finance available for the purchase price
- Taken professional advice
- Checked any planning history
- Taken account of Stamp Duty

If you are the successful bidder there is a binding Contract on the fall of the hammer. You will be required to sign the Sale Contract immediately and pay a 10% deposit. This may be by way of bankers draft or cheque. The remainder of the purchase price must be paid on the completion date. Cash is unacceptable due to money laundering regulations.

We are unable to accept credit or debit cards.

10. **Telephone Bids**

We will NOT accept telephone bids.

11. **Conduct of the Auction**

Prospective purchaser(s) are requested to complete a Buyer’s Registration Form and this will be available for you to complete with your
name, address and telephone number at the registration desk prior to the commencement of the auction.

- Bid clearly. Ensure that the Auctioneer has acknowledged your bid.
- We may refuse to accept a bid. We do not have to explain why.
- In the event that the Auctioneer has not seen you bidding and the property is knocked down to another bidder you should immediately inform the Auctioneers before the successful bidder is invited to sign the Contract.
- If there is a dispute between the bidders, the Auctioneers may immediately determine the dispute or straight away again offer the lot for sale, in each case without being required to give reason.
- If there is a dispute over bidding we are entitled to resolve it and the Auctioneer’s decision is final.

12. Withdrawals & Sales Prior
Robin Jessop Ltd will endeavour to notify all interested parties if the property is withdrawn from the market prior to auction. However, there is always the possibility of last minute withdrawals or sales prior. To avoid a wasted journey, please check that the lot which you are interested in is still to be offered.

13. Auction Day
Please arrive in plenty of time for parking and bidders registration. Read the Addendum and review any last minute legal documentation at the Solicitors desk. The auctioneers will be in attendance at least one hour before the sale commences. Questions will not be taken during the auction.

Please pay careful attention to the Auctioneers opening remarks as they may affect the lot in which you are interested. Bid briskly by raising your bidding number so that the Auctioneer can see you clearly.

On the fall of the hammer, the highest bidder above the reserve is contracted to buy. The successful bidder will be immediately approached for their deposit and should sign the Sale Memorandum before leaving the saleroom.

The Auctioneer is legally authorised to sign the Contract on behalf of both the Buyer and the Seller, if you leave the saleroom without signing the Contract.

14. Professional Advice
Prospective buyers are required to make all their own investigations to satisfy themselves as to the condition of all lots and make any necessary pre-contract enquiries prior to bidding. You are strongly advised to consult a legal advisor for independent advice on the legal documentation. If you are the successful buyer then the contract is binding on the fall of the hammer.

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