

Kindly Instructed by Mr & Mrs R Haigh

# Auction Sale of Farm Machinery, Implements, Miscellaneous Items & Bygones

at  
Manor Farm  
Laxton, Newark, Notts,  
NG22 0TB

on  
**Saturday 14th April 2018**  
at 10.30 am Prompt



**The Auctioneers:**

**Silcock and Partners**

Groveleigh, London Road, Retford, Nottinghamshire DN22 7JF

Tel: 01777 717559

Web: [www.silcockandpartners.com](http://www.silcockandpartners.com)

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## Silcock & Partners - Conditions of Sale

1. All lots-which term shall include all forms of personal property whatsoever and property fitted or affixed to land - are tendered for sale subject to these Conditions, no variation of which shall be valid unless made in writing and signed by a person duly authorised by the Auctioneer. In these conditions "the Auctioneer" shall be the company or firm or person, or his or their servant or agent, who has agreed to auction any lot. By making a bid for any lot, the person making the bid warrants that he has read, makes his bid upon and agrees to be bound by these Conditions, and further warrants that he has due authority and capacity to make the bid, and binds both himself and any employer or principal to honour any contract resulting therefrom. Any bid shall be deemed to be an offer by the buyer (a term used herein as including the bidder and any principal or employer of the bidder) to purchase any lot tendered upon these Conditions alone.

2. The Auctioneer tenders any lot for sale as agent for and on behalf of the person from or through whom instructions for sale have been received (the Seller) and not on the Auctioneer's own behalf. The sale of any lot shall be concluded and binding at the moment when the lot is knocked down. The highest bid will be accepted save in exceptional circumstances, such circumstances to be determined by the Auctioneer whose decision shall be unchallengeable.

3. The Auctioneer shall have the sole and exclusive right at the site of the auction to determine all matters whatsoever concerning the conduct and/ or effect of any auction sale or purported sale and without prejudice to the generality of the foregoing, he shall be entitled to resolve disputes between bidders, to reject any bid, to withdraw, divide or consolidate any lot or lots and he will be entitled to bid on the Sellers behalf. He will further be entitled to require proof of identity and/or of authority from any bidder.

4. The buyer must forthwith identify himself and any principal or employer, together with appropriate means of identification, to the Auctioneer, his servants or agents and if required to do so must pay 25 per cent of the sale price forthwith by way of deposit. The total sale price, less any such sum, must be paid to the Auctioneer at his office or elsewhere as he may direct. Payment in full shall be deemed not to have occurred until any negotiable instrument has been honoured in full (or cash has been paid) such payment to be made within the time specified in the sale notes or in default of the specification by 5 o'clock pm on the day of the auction or on the next complete working day (excluding Saturdays). Time of payment shall be of the essence. The buyer shall not be entitled to remove any lot from its position at the time of sale until the purchase price of that and any other lot purchased at the auction has been paid in full and in default of payment as aforesaid the Auctioneers shall have a lien upon all lots purchased by the buyer during the same auction and shall be entitled to rescind the sale in respect of any lot or lots for which full payment is not made in due time, forfeit any deposit paid in respect of them, and resell the same without any right of compensation in the buyer. The Auctioneer will also be entitled to charge interest upon any unpaid balance at the rate of 1 per cent above Base Rate from time to time and to charge for storage arising after the time for removal at the rate of 25 per cent per annum of the sale price until he elects to rescind the sale, if at all, which election he may make at any time after such non-payment.

5. The title to any lot shall remain with the Seller until the full sale price and any storage and interest charges have been paid to the Auctioneer, but the risk of damage to or loss of the lot by whatsoever cause and in whatsoever circumstances shall be transferred to the buyer upon the sale.

6. The Auctioneer warrants that he will only sell lots which he believes to be owned by the Seller or to which the Seller will be able to pass a good title but should it transpire that the Seller's title to any lot is defective or that the Seller cannot pass a good title to the buyer, the Auctioneer shall be under no obligation to the buyer, other than to use his best reasonable endeavours (short of litigation), to procure the transfer of a good title to the buyer and to assist the buyer in exercising any remedies that he may have against the Seller.

7. The Buyer shall remove any lot for which he has paid in full plus other charges, if any, by the time for removal, which shall be either the time for payment or the time stated in any sale notes of the Auctioneer, whichever shall be the later, but provided that no lot shall be removed without the Auctioneers express written consent while the Auction is continuing. The buyer shall be responsible for the removal of the articles and such removal must be carried out safely and lawfully. Flame cutting, the use of explosives or any other potentially hazardous or inflammatory process shall not be permissible at the site without express written consent. The buyer agrees to insure against and to indemnify the Auctioneer and the Seller against any and all claims arising in respect of injury or damage to person or property, whether real or personal, caused by or in connection with the acts or omissions of the buyer, whether caused by himself, his servants or agents or his principals or employer. Buyers must insure against these risks.

8. All conditions and warranties as to the condition, quality, description or fitness for any purpose whatsoever of any lot sold by the Auctioneer are hereby expressly excluded. Neither the Auctioneer nor the Seller will be bound by or liable for any representation of any kind whatsoever, whensoever or howsoever made. Neither the Auctioneer nor the Seller shall be liable for any loss or damage whether caused by negligence or otherwise of either or both of their servants or agents and without prejudice to the generality of the foregoing neither the Auctioneer nor the Seller shall be liable for any loss of profit, business or production or similar or other loss whether direct or indirect or consequential, however caused. In the circumstances any potential buyer should rely solely and exclusively upon his own inspection of any lot and should not treat statements made in sale particulars or, before and during the auction by the Seller or the Auctioneer either as representations or to be relied upon. N.B. a sale by auction is not a consumer sale. Sale of Goods Act 1893 section 55(7) and Unfair Contract terms Act 1977 section 12(2). No vehicle is warranted or held out to be roadworthy and no lot is warranted or held out to be merchantable or safe for use or complying with statutory requirements for use, display or movement. The Auctioneer, his servants and agents have no authority to make representations.

9. The buyer hereby undertakes to ensure that any lot he purchases will be used, moved or displayed whether at the site of the auction or elsewhere only when he has ensured that such use and/or movement and/or display is lawful and safe.

10. Should a buyer, by himself, his servants or agents cause damage in any way to the site of the auction or damage to or loss of any lot or any person thereat, the Auctioneer shall be entitled to exercise a lien in respect of any and all lots purchased by the buyer until such damage or loss has been paid for in full, whether or not the lots or any of them have been paid for in full, such loss and damage to be assessed by the Auctioneer whose decision shall be final and unchallengeable. The Auctioneer's assessed sum shall be paid by the buyer upon receipt of invoice therefore and payment shall be made forthwith, time being of the essence.

11. If before title to any lot has passed to the buyer thereof, the buyer being an individual, dies, enters into a composition or arrangement for the benefit of his creditors or has a Receiving Order in Bankruptcy made against him or, being a body corporate, has a Receiver or a Receiver and Manager appointed or goes into liquidation or enters into a composition or arrangement for the benefit of its creditors, then contract for the sale of such lot shall be automatically and without notice rescinded unless the Auctioneer elects otherwise within 2 working days of written notice of such an event. Upon rescission, any deposit paid by the buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in clause 4.

12. If a buyer is permitted to take possession of any lot before the full sale price has been paid, the Seller and/or Auctioneer shall be entitled to enter upon

any premises of the buyer or under his control in order to repossess such lot.

13. If, before title passes to the buyer under these Conditions, the buyer nevertheless purports to resell or otherwise dispose of the lot or any interest therein, the buyer shall hold the proceeds of such sale or other disposition upon trust for the Auctioneer and the Seller jointly until title passes to the Buyer under these Conditions if at all, and in the meantime the buyer shall not deal with, charge or dispose of such proceeds except with the written consent of the Seller, or of the Auctioneer.

14. These Conditions shall be construed in accordance with and governed by English law save in respect of sales in Scotland and Northern Ireland which shall be construed in accordance with and Governed by Scottish and Northern Irish law respectively.

Health & Safety At Work Act 1974  
(as amended by later legislation)

It is expressly brought to the bidders attention that at the time of sale any item of Plant, Machinery or Equipment contained in the lot(s) may not necessarily comply with the Health & Safety at Work Act 1974 or any other Acts or Regulations thereunder governing the use of that Plant, Machinery or Equipment in a working environment. Successful bidders for any such Plant, Machinery or Equipment are hereby required to ensure that the use of any such items at a place of work within the United Kingdom do not contravene such relevant Act or Regulation.

### Registration & Bidding Numbers

Buyers are reminded that bidding numbers operate and these should be obtained from the Sales Office on site prior to the sale commencing.

### IMPORTANT: PAYMENT TERMS

**CASH:** Where possible we would urge intending purchasers to bring cash, so that they may remove their goods immediately.

**CHEQUE:** Buyers intending to purchase by cheque, should either bring with them a letter from their bank stating the amount to which a cheque will be honoured, or be content to leave their goods on the farm until their cheque has cleared.

**BACS:** Payment may be made by BACS, goods will be released as soon as funds are showing in our client account.

### VAT

VALUE ADDED TAX at the current rate (20%) will be payable in addition to the purchase price.

**N.B.** At the insistence of HM Customs & Excise buyers intending to export will be required to pay the consideration in full **including VAT**. The VAT will subsequently be refunded on production of suitably completed Export Certificate.

### Buyer's Premium

Away buyers will be pleased to note that there will be NO BUYER'S PREMIUM.

### Location & Access

Manor Farm is situated in the village of Laxton. Laxton is approximately 3 miles South of Tuxford and 4 miles East of Ollerton. The Markham Moor junction of the A1 is about 5 miles away.

### Parking

Parking will be on the roadside. Please ensure that all drives and entranceways are kept clear.

### Conditions of Sale

The sale will be conducted in accordance with the usual farm sale Conditions of Sale which will be on display in the Sales Office.

### Viewing

On the morning of the sale.

### Removal

All purchases must be removed within 7 days of funds clearing. Purchasers are reminded that their purchases are at their risk on the fall of the hammer and are strongly recommended to effect insurance immediately. Neither the Vendors nor Auctioneers will be responsible for any loss, damage or injury whilst equipment is waiting collection or during loading.

### Refreshments

A mobile canteen will be on the farm serving hot and cold food and hot drinks.

### Catalogue

The Vendor reserves the right to withdraw or substitute any items catalogued for sale prior to the sale day. This catalogue has been prepared as a guide only. Purchasers must satisfy themselves by inspection as to the accuracy thereof.

### INTENDING PURCHASERS MUST OBTAIN A BUYER'S NUMBER FROM THE AUCTIONEERS' OFFICE ON SITE PRIOR TO THE SALE COMMENCING.

## **Tractors**

Case 885 XL 2 Wheel Drive 1987 6318Hrs Reg: D687 UFE

IH 684 L 2 Wheel Drive 1981

IH 434 1971 Reg: SDO 283J

IH 434 with Loader 1967 Reg: LNN 763E

## **Trailers**

4t Tipping Trailer

4t Tipping Trailer with Grain Tank

4 Wheel Bale Trailer

## **Grain & Haymaking Equipment**

John Deere 456A Conventional Baler

Cook Flat 8 Sledge

Cook Flat 8 Grab

Ritchie Wheeled 56 Bale Transporter

Fahr Centipede Trailed 4 Rotor Tedder 16'

Kuhn 2m Disc Mower

Vicon Acrobat

Ransome Finger Bar Mower

Lister Bale Elevator

Bale Conveyor

PTO driven Drying Fan

Transmatic 6" Trolley Auger

## **Cultivation & General Equipment**

MF 520 Trailed Disc Harrows 10'

2 x Sets Cambridge Rolls

MF 30 15 Coulter Drill with Overseeder

Ransome 2f Reversible Plough

Ransome TS63 2f Plough with YL Boards & Depth Wheel (Match Plough)

Horse Harrow

3 x Sets Harrows with Stretchers

Massey Harris Horse Drill with Shafts

Ransome Potato Spinner

Ransome Potato Ridger

McConnell Hi Reach Hedgecutter (spares or repair)

7t Tempo Manure Spreader (spares or repair)

Molecon 12x36 Dual Wheels & Cage Wheels

Stocks 16.9x34 & 13.6x24 with Clamps

Row Crop Wheels 9.4x44 with MF Centres (new tyres)

Row Crop Wheels 6x32 with MF Centres

Row Crop Wheels 8.4x44 with Fordson Centres

## **Miscellaneous Equipment, Bygones & Collectables**

Sinclair Ambassador Horse Trailer

Allman Front Sprayer Tank

Water Bowser

Diesel Tank with Hose

Assorted Wheels & Centres

Assorted Barrows including Feed, Sack & Winding

Taylor Cattle Crush

Milking Buckets & Meters

Hay Racks

Dog Kennel

## **Entries by kind permission**

Fordson Dexta

Massey Ferguson 135

John Deere 550 Round Baler

Dowdeswell DP7 4f Reversible Plough

Reco 4m Front or Rear Mounted Spring Tine Cultivator with Flexicoil

Lely 3.5m Power Harrow

Moteska 12/20m Trailed Sprayer with 2 sets of Wheels

3 leg Subsoiler

Alloy Cattle Trailer Gates

Dutch Harrow with Crumbler

Cambridge Rolls

Qty Livestock equipment to include Field Gates, Water & Feed Troughs, Hay

Racks & Ring Feeders

PTO Concrete Mixer

3.5 & 4m Crumbler Rollers to fit Maschio

Horse Box

Cattle Shed Doors

Fordson Major Front Axle

Steelwork for 17 x 7m Roof with Purlins

Qty Telegraph Poles

Oil Filled Welder

Row Crop Wheels 8.3-44

3 x Lawn Mowers

3 Point Linkage Bale Spike

Manure Bucket to fit IH