

Farm Machinery Sale



**The Sale will commence at 9.30am.
Saturday 4th June 2011
Market Rasen Racecourse,
Legsby Road,
Market Rasen, LN8 3EA.**

**Items may be viewed on
Friday 3rd June 2011
between 1.00pm and 6.00pm
and on the morning of the
sale from 8.00am.**

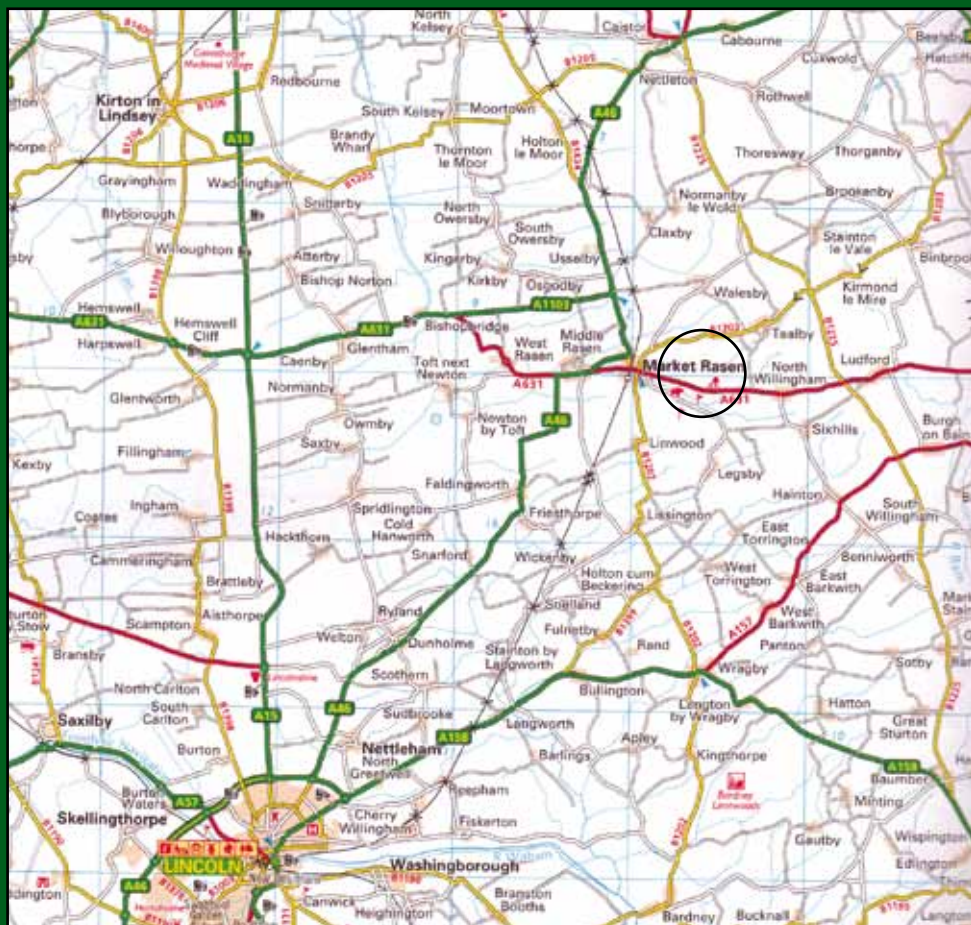


Perkins, George Mawer & Co.

**Chartered Valuation Surveyors & Estate Agents
Agricultural & Fine Art Auctioneers & Valuers**



By kind permission of the Board of 'Directors of Market Rasen Racecourse'.



Perkins, George Mawer & Co.
Corn Exchange Chambers,
Queen Street,
Market Rasen,
Lincolnshire
LN8 3EH

Tel: 01673 843011
Fax: 01673 844072
Email: info@perkinsgeorgemawer.co.uk
www.perkinsgeorgemawer.co.uk



Perkins, George Mawer & Co.

**Chartered Valuation Surveyors & Estate Agents
Agricultural & Fine Art Auctioneers & Valuers**



By kind permission of the Board of 'Directors of Market Rasen Racecourse'

Foreword

Perkins, George Mawer & Co., Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers & Valuers are pleased to announce their regular Lincolnshire Collective Auction Sale of Tractors, Farm Machinery, Implements and Tools. The Sale will include in excess of 1000 lots from local vendors, estates and the trade. The next collective sale at the Racecourse is scheduled to take place Saturday 22nd October 2011.

The Sale will commence at 9.30am.

Saturday 4th June 2011

Market Rasen Racecourse, Legsby Road, Market Rasen, LN8 3EA.

Items may be viewed on Friday 3rd June 2011 between 1.00pm and 6.00pm and on the morning of the sale from 8.00am.

Please see 'Conditions of Sale' printed at the rear of this catalogue.



GENERAL REMARKS

Introduction Perkins, George Mawer & Co., Chartered Valuation Surveyors & Estate Agents, Agricultural & Fine Art Auctioneers & Valuers are pleased to announce their regular Collective Auction Sale of Tractors, Farm Machinery, Implements and Tools. The sale will include in excess of 1000 lots from local vendors, estates and the trade. The next collective sale at the Racecourse is scheduled to take place in Saturday 22nd October 2011.

Items in the sale may be viewed on Friday 3rd June 2011 from 1.00pm to 6.00pm and on the morning of the sale from 8.00am.

Every attempt has been made to describe the various items accurately but not all items have been inspected and therefore the descriptions as provided have in some cases been given by the vendors and their accuracy cannot be guaranteed. Furthermore, the Auctioneers are unable to guarantee that the items as described in this catalogue will be forward on sale day. Interested parties travelling long distance to the sale may wish to check prior to sale day that a particular item is forward.

Situation and Directions The sale takes place at Market Rasen Racecourse situated within the town boundary of Market Rasen. The sale ground is situated on the Racecourse car park area and can be accessed off the Legsby Road opposite the main Racecourse entrance. The Racecourse is signposted on reaching Market Rasen and further signs will be erected on sale day.

Buyers Numbers The selling will be through Three Auctions at the same time by purchaser number cards. Bids will not be accepted without a buyer's number. All prospective purchasers are asked to register and obtain a buyers card at the pay office immediately upon entering the sale ground.

Commission Bids The Auctioneers are pleased to accept commission bids on behalf of those interested parties unable to attend the sale.

Terms of Payment All lots must be paid for on the day of the sale by cash or cheque (Cards not accepted). Purchasers unknown to the Auctioneers wishing to pay by cheque should make their own arrangements as to payment prior to sale day. Bank references will be required. The Auctioneers reserve the right to withhold purchases until such time as cheques are cleared.

Buyers Premium A buyers premium of 5% plus VAT is payable in addition to the purchase price.

Value Added Tax V.A.T at the standard rate will be charged in addition to the purchase price where applicable. Lots from non-V.A.T registered vendors will be sold under the Auctioneers Margin Scheme.

Loading Facilities A forklift will be available on site until 12 noon on Sunday 5th June 2011.

Conditions of Sale All prospective purchasers should ensure that they have read and understood the Conditions of Sale as printed in this Catalogue. The act of bidding will be taken as acceptance of them.

Engine Hours No warranties are given or implied as to engine hours or vehicle mileages.

Refreshments Unlicensed refreshments will be available on sale day.

Sale Day Contact Numbers

Nick Sharp: 07970 986364 & Ralph Wyrley-Birch: 07969 448792

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 there under governing the use of that Plant, Machinery or Equipment in a working environment. Successful bidders for any such Plant, Machinery or Equipment and hereby required to ensure that the use of any such items at a place of work within the United Kingdom do not contravene any such Act or Regulation.

Important Notes All purchased and any unsold lots must be removed from the Sale ground by 12 noon on Sunday 5th June 2011 at the latest. The Auctioneers reserve the right to dispose of all items left on the site thereafter and take no responsibility for missing lots.

Website

Further details of the sale are available at www.perkinsgeorgemawer.co.uk

Safety Warning

Please note the following for your own safety and the safety of others.

- Vehicles only to be parked in the designated parking areas
- Keep dogs under control at all times
- Young persons under the age of 18 should be accompanied by an adult.
- Do not enter areas which are either fenced or taped off
- Please note there may be uneven ground, trip hazards and slippery surfaces. Precautions must be taken when moving around the site.
- Please take care when inspecting items for sale. Vehicles and machinery must only be operated with the permission of the Auctioneers.
- No person under the age of 16 will be permitted on any machine.
- Purchasers or their agents must take due care and attention to others when removing items from the site.
- All transport and lifting equipment entering the site must conform to current HSE and Road Traffic Act. In the case of larger items contractors may be required to provide a method statement.

Sale Order

This catalogue does not follow the lot order of the sale. The sale will commence at 9.30am prompt and will be through **THREE AUCTIONS** at the same time. The sale will conclude with the vehicles and tractors.

TRACTORS

- ALLIS-CHALMERS tractor
- CASE Maxxum 5150 tractor
- CASE 1394 tractor
- DAVID BROWN 996 tractor
- DAVID BROWN tractor
- DAVID BROWN taskmaster 'tug' tractor
- FERGUSON TVO tractor
- FIELD MARSHALL Series 2 tractor
- FORD 4000 tractor
- FORDSON tractor (1936)
- INTERNATIONAL B250 tractor
- KUBOTA B1400 compact tractor
- MF 135 tractor
- STAMFORD colt tractor



VEHICLES

- MERCEDES ML 270 CDI (2000)
- 'Moke' 3-wheel dumper
- ROVER 4x2 buggy with tipping trailer
- XPLORER quadbike
- 18hp GoCart buggy V-twin engine (5 speed)
- Mobility Scooter



TRAILERS

- Double axle trailer; car trailers; bike trailers; tipping trailer (3 ton); small wooden trailer; MF tipping trailer; flat bale trailer (17ft); garden tractor tipping trailer; RICE eventer horse trailer; IFOR WILLIAMS plant truck (3.5ton); quad trailer; single axle trailer (24ft); IFOR WILLIAMS beaver tail twin axle trailer; livestock trailer; 3 bike motorcycle trailer; trailer tents; ex-RAF trailer; small 2 wheel car trailer; hand carts; garden trailers; 25ft 4 wheel flat trailer; IFOR WILLIAMS 3500kg tipping trailer; IFOR WILLIAMS plant trailer with ramps; RICE 2 horsebox rear load/unload trailer; caravans; pig trailer; 3.5 ton plant trailer (drop down ramps); 3 ton tipping



dump trailer; TRISTAR 4 berth caravan; MARAUDER 3 berth caravan; ABBEY 13ft caravan; MASSEY FERGUSON 3 ton tipping trailer; small trailer (4ft x 3ft x 2ft); Etc.....

IMPLEMENTS

Engine hoist; FERGUSON banana loader; muck bucket; PARMITER 3-way post knocker; digger bucket (3ft); JCB digger bucket, soil bucket; BOMFORD muck bucket (4ft); bale grabs; seed broadcaster; seed drill; 3 furrow plough; PARMITER Utah disc harrow (12ft); two leg subsoiler & crumbler roller; superflow drag (7 tines); MF 23 drag; LELY rottera; gang rolls; PARA 4 leg plough; soil leveling scraper; zig-zag harrows; 16ft corn auger; FORDSON elite trailing plough; single furrow horse plough; RANSOMES discs (8ft); FERGUSON ridge tine cultivator; FERGUSON single furrow plough; pallet truck (1ton); grass cutter-toppers (12ft & 7ft); horndraulic loader, MANTIS mini-digger; KUHN reciprocating blade hay mower; small seed drill; grass topper; GRAYS grain sweep; HAY-LOCK triple task 2m cultivator; HOWARD 150 rota spreaders; RANSOMES 2 row potato hoover; WILDER straw chopper; SHELBOURNE REYNOLDS rape header; DEUTZ FAHR KM400TC 4 drum mower/conditioner; LELY spreader; hay turner; INTERNATIONAL 400 baler; FERGUSON topper; grain cleaner; 3 furrow reversible plough; RANSOME 2 furrow plough; VICON spreader 802; KUHN fert spreader MDS 1121; KUHN ACCORD air seeder hopper; potato ridgers; BROWNS major grass topper; DAVID BROWN 3 furrow plough; RANSOME CLE 400 drill; AG dispenser FS200 (as new); FERGUSON potato ridger; LELY centerliner fert spreader; LELY superbowl fert spreader; AMAZONE spreader; Etc.....

ENGINES, PUMPS & GENERATORS

PETTER diesel engine (4.25hp); BROOMWADE compressor (240V); army generator & charging box; diesel generators; RA LISTER single cylinder diesel stationary engine with fuel and cooling tanks; HONDA portable generators; KAWASAKI generator; PIONEER air compressor; LISTER D stationary engine; BRIGGS & STRATTON 3hp engine; HONDA engine in round frame; compressor 240v 3hp; outboard engine; SEALEY 50ltr mobile compressor; Etc.....

LAWNMOWERS & GARDEN EQUIPMENT

BRIGGS & STRATTON sovereign petrol mowers; rotary mowers; RANSOMES lawn mowers; Suffolk punch lawn mowers; compost bin; pig ornament; ATCO lawn mower; MTD rotavators; WHEELHORSE garden tractor; OXFORD-ALLEN scythe; fish pond compartments; horticultural grit; drum mower; 2x 8ft long metal & mahogany garden seats; electric towed sprayer for garden tractor; snow blade; MTD petrol strimmer; FLYMO petrol trimmers; LAWNFLITE tractor mowers; HOWARD rotavators; SUFFOLK petrol mowers; HONDA 8hp rotavator; petrol hedge trimmer; WEBB sit-on lawnmower; CHAMPION petrol rotary lawnmowers; HONDA cylinder mower; FLYMO rotary mower; MASPORT rotary mower; TORO ride-on lawn mower; RYOBI strimmer; BRIGGS & STRATTON ride-on lawnmowers; metal garden ornaments; water feature; ANZANI vintage mower; rockery walling stones; electric mowers; hedge trimmer (petrol); jalo cultivator (1950's); BARFORD Atom (vintage); LAWNKING petrol mowers; CAMON tracmaster; WESTWOOD ride-on mower; water fountain; garden roller; MOUNTFIELD hedge trimmer; wall mounted sun canopy (extendable); polytunnel; elm garden bench; ATCO commodore cylinder mower; Etc.....

SPARES

MASSEY FERGUSON 590 rear window; LAND ROVER parts; LAND ROVER and other brake pads; MASSEY FERGUSON safety frame; FORD 7610 & 6600 (Bubblecab) rear glass and door; large amount of harrow tines; MASSEY FERGUSON pulley; 35/4 cylinder bonnet top; FERGUSON TEF bonnet top; FERGUSON TEF hydraulic pump; MASSEY power steering pump; NUFFIELD nose cone; MASSEY side bucket; MF fiberglass cab; FORD front weights; MF 35/135 engine kit; RANSOMES plough parts; assorted tractor lamps; FORDSON head/parts; FORD drawbar & lift links; JOHN DEERE drawbar; MF stabilizer/linkage parts; top links; FORD 1000 rear windows; FORD seat; hydraulic rams, hoses & parts; tractor seats; injector pump; FERGUSON disc holder & skimmer arms; NUFFIELD power steering kit; trailer frame; assorted drill bits; flexi-coil star cleaners; pallet of transit spares; trailer mud wings; jockey wheel; trailer hitch; air cleaner; 3x new LAND ROVER seat backs; JCB forklift tines; DOWDESWELL plough parts; IVECO 75/100 12v bosch starter motor; MF steering units; assorted plough spares; assorted plough discs; tractor bucket fitting & tow hitch; DAVID BROWN cab corners; DAVID BROWN front grill; FORD steering arms; rotavator spares; 540rpm & 1000rpm power shafts; quantity of RANSOMES potato hoover parts; quantity of HOWARD rotator spreader parts; JCB air cleaner elements; FERGUSON draw bars; chrome lorry spot lights; FORDSON radiator sides; 2x 50kg JOHN DEERE weights (new); Etc....

COLLECTABLES

Hand crafted wooden dovecote; pair of lanterns; stone troughs; cabin trunks; vintage turf tools; victorian wash basin; RALEIGH racing bicycle; cartwheel; vintage wrought iron cart jack; old stone liquor jar; 3x FULWOOD milking holders; dolly tub; mahogany entrance doors; polished cupboards; CYMOTA 1950's autocycle; lady's vintage bicycle, gentleman's vintage bicycle; hanging oil lamps; vintage garden tools; keg; vintage bicycle lights; vintage gun-bag; mounted antlers; pair of equestrian hanging brackets, collection of Victorian & early master joiners woodworking tools inc. trunk and storage boxes; brass milk churn; WADE & SONS butter churn; milk churns; lanterns; Victorian slate fire surround; Victorian lamp posts; wooden barrels; rocking horses; ships mast lights; 10ft and 8ft trampolines; pair of driveway gates; NER railway water churn; tin bath; ornate cast iron bath; paraffin heater & lamp; RAYBURN solid fuel cooker; Etc.....

TIMBER & FENCING

30 fence stakes; iron gate; quantity of timber (new); box of electric fence posts; electric fence unit; 2x 10ft galvanized metal field gates; 2x 6'x3'3" oak gates; various lengths of gate posts; pig netting; 6ft x 5ft timber gate; roof timber beams, hardwood French doors (double glazed); firewood; selection of oak timbers; wooden gate; farm gate; garden gate; Etc.....

WHEELS & TYRES

Pair 750/16 tractor front wheels; pair 600/19 tractor front tyres; pair 600/16 front tyres; new 215 R15/100S tubeless wheel; as new 215/75 R16 C complete wheel; pair 13.5 R28 tractor tyres; pair 12.5/80/15.3 trailer wheels & tyres; pair 7/16 wheels & tyres; pair 12/18 high-speed wheels & tyres; multiple pairs of 12x38 tyres; pair of 12x38 dual wheels; 4 x discovery wheels; 3x new BRIDGESTONE 215/65R16 wheels; quantity of transit wheels;

pair new GOODYEAR 600-16 tyres; 4x discovery wheels; tractor rear tyres 12.4/11-28 6 ply; MF 35 rear wheels & tyres; FORD MONDEO 3x wheel trims; JOHN DEERE 6920 2x rear wheels; pair 11.5/80-15.3 tractor wheels; pair cropmaster rear wheels; pair of mini wheels; PIRELLI front tractor tyre 12.5x80/18; pair of trailer jockey wheels; DAVID BROWN rims/tyres; pair of wheels (Ford/Nuffield); pair of rear rims (Ford/Nuffield); pair 6x16 tyres; set cast iron wheels; pair implement wheels (6.90/600-9); assorted tyres; assorted wheel braces; trailer wheels; truck wheels; Etc.....

LIVESTOCK EQUIPMENT

Cattle crush; chicken arks; cast trough; concrete troughs; plastic troughs; TAYLOR cattle crush; ALFA LAVAL dairy equipment; nylon pheasant netting; feed troughs; lamb creep feeder; poultry drinkers; cast iron pig troughs; poultry feeders; large quantities of pheasant pen sections; drinkers; galvanized cattle feed troughs; galvanized calf creep feeder; chicken crates; pig scales; sheep troughs; chicken coop; poultry drinking bells; Etc.....

TOOLS & MISCELLANEOUS

GUYSON blasting cabinet & dust extractor; engine analyser; water butts; ladies bicycle; hand-grinding flour mill; saw bench; trolley exporter; gas bottle trolley; various powerwash equipment; chimney pots; fiddle drills; HARRISON MCGREGOR grinding mill; BURCO hot water boilers;; drying fan; HONDA cement mixer; water pump; jack; chain-saws; fire guard; halogen lights & stand; incubator; weigher; scythe with cradle; corn & potato dibbers; quantity of measuring chains; wooden dyking spades; dock lifters; eel spear; turf spade & muck fork; quantity of weeding tools; petrol cans; dyking tools; thistle spuds; 3x adze; shepherds crooks; bull staffs; beam steelyard; barley hummeller; metal drag; mangel chopper; honey spinner; wooden barley fork; wooden hay rake; peat spade; pulse fork; quantity of oil cans; hedging tools; clay spade; quantity of small tools; block pavers (200x600); 4m lengths plastic guttering; concrete fence panel posts; steel gun cabinet; Belfast sink; Gerry can; metal drum (5gal); house bricks (9"x3"); drainage pipes; fence posts, fence rails; gate (1.05x1.28) & fastenings; Lincolnshire fence posts & rails; 2x new oak wooden staircase; sandstone slab; wooden ladder; ropes; lifting straps; nylon slings; ratchets & straps; trailer light connections; air pressure gauge; metal watering can; selection wire mesh; wheel barrows; various link arms; pine lintels; quantity of building materials; diesel tyre fitter; various blacksmiths tools; wooden planes; hand sprayer & bucket; corn tank; pea hoppers; chaff cutter; corn drying fan; selection of steel lengths; corn bin; sack barrow; weigh scales; reels of alkathene water piping; steel loading ramps; sack weigher; hand hoe; IFOR WILLIAMS ramps (pair); box of tools; cast-iron turning wheel; roll of 32mm alkathene; circular table saw; iron log basket; diesel tank (1,000 lit) & stand; petrol concrete vibrator; root cutter; diesel water pump; plastic barrels; selection of metal stillages; freestanding car lift; rabbit wire; potato riddle & electric motor;; TIGER turbo compressor; 4x balls cordex bale cord; working bench; sawbench; heavy duty bandsaw; filing cabinets; power hacksaw; space heater; 2x pallets of quarry tiles; electric motors; wooden storage racking, fans, SMART & BROWN metal lathe; roof insulation; leaves collector; paving blocks; pyramid pillar top; concrete lintel; blasting grit; concrete path edgings; blacksmith tool stands; tractor tool bar; fiddle drill; railway hammer; steel storage chest; boxed sharpening stone;

magnetic tail lights; winch; oil fired workshop heater; office chairs; wood leathe; DAVID BROWN radiator; fire bricks; fire grate; assorted power tools; fuel tank on stand; exercise stepper; child's pram & games; dog beds; step ladders; extension ladders; quantity of barbed wire; weld mesh; LPG range cooker; electric chain-saw sharpener; camera tripod; pitch forks; galvanized buckets & watering cans; quick-stage scaffolding; approx. 42m armored electric cabling; nail gun; plastic storage bins; railway sleepers; rubber matting; various quantities of timber; 6" plastic drainage fittings; BIGFOOT trench wackers; crow scarers; plate wacker; water hoppers; bathroom cabinets; fish tank; dog kennel; domestic timber doors; lightshades; chandelier; garden kneeler; fox snare wire; vermin gas gun; oil drums; wheel barrows (new); wheel barrows (used); lifting chains; BELLE cement mixers; pillar drill; weather vane; EZ GUIDE plus lightbar; drills; wheel brace; fold-up ramps; quantity of fire extinguishers; quantity of flashing light beacons; JOHN DEERE chain saw; chest of traps; OZBOZZ trikes; wheel chair; HAYNES manuals; engine crane; new steel tipped wellington boots; towing chain; burning guns; jerry cans; CAMON C80 chipper/shredder; copper boiler; fluorescent lights; jack hammers; bale sledge; gas gun bird scarer; welding equipment; canoes; upvc gutter fittings; wood work vice; blacksmiths vice; 4 man tent; assorted paints; HONDA whacker plate; child's bicycles; office desks; children's playhouse (flatpack); child's pedal go-cart; fish tank & stand; horse jumping poles & fittings; Etc.....

.....**In excess 1000 Lots.**



CONDITIONS OF SALE FOR MACHINERY

1 DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context

"Auctioneers" means Perkins, George Mawer & Co.

"Commission" means the commission charged on the sale of Lots.

"Conditions" means the standard terms and conditions of business set out in this document

"Lots" means all or any machinery and other items sold or intended to be sold in accordance with these Conditions

"Purchaser" means a person, firm or Company who purchase any Lot

"Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the Sale

"Sale" means a sale of the Lots by auction from time to time organized by the Auctioneers

"Saleground" means the venue at which the Sale takes place

"Hammer Price" means the price at which a lot is knocked down by the Auctioneer to the Purchaser

"Sale Proceeds" means the net amount due to the Vendor being the hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising

"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which any Lot is to be sold at the Sale

Except where the context otherwise requires words denoting the single include the plural and vice versa; words denoting one gender include all genders, words denoting persons include corporations.

2 CONDITIONS OF SALE

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale.

3 HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.
- (iii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

4 AUCTIONEERS' STATUS

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
- (ii) The parties to the contract of sale are the Vendor and the Purchaser and the Auctioneers as such are not responsible for any default by Vendor or Purchaser
- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

5 EXCLUSION OF LIABILITY

- (i) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lots) whether incurred before, during or after the Sale.
- (ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any

respect of personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

6 WARRANTY

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 22.

7 ENTRY OF LOTS FOR SALE

- (i) All Lots must be delivered to the Saleground in accordance with the terms of the Schedule set out on the Auctioneers' entry form (copies of which are available from the Auctioneers' Offices at the Saleground).
- (ii) Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.

8 CONFIRMATION OF OWNERSHIP

- (i) The Vendor warrants to the Auctioneers and to the Purchaser:-
 - (a) That he is the true owner of the Lot or is properly authorised to sell the Lot by the true owner.
 - (b) Is able to transfer a good and marketable title to the Lot free from any third party claims liens and encumbrances and that all entries on the entry form are correct.
 - (c) No Lot is subject to a Hire Purchase Agreement.
- (ii) The Vendor will indemnify the Auctioneers, their servants and agents and the Purchaser against any loss or damage suffered by them in consequence of any breach of the above warranties on the part of the Vendor.
- (iii) The Auctioneers may make such announcements or publish such information supplied by a Vendor about any Lot as they in their discretion think fit.
- (iv) The Vendor will indemnify the Auctioneers if any warranty is found to have been made by the Auctioneers as a result of such announcements or publications.
- (v) Any indemnity under these Conditions shall extend to all actions, proceedings, costs including legal costs, expenses, claims and demands whatever incurred or suffered.

9 TRADES DESCRIPTION ACT 1968

The Vendor is reminded that under the terms of the Trades Description Act 1968 the vendor of any Lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

10 RESERVE PRICE AND BIDDING

- (i) The Vendor shall be entitled prior to the auction to place a reserve price on any Lot, being the minimum amount for which the Lot shall be sold.
- (ii) Such reserve shall be in writing and the document containing the reserve will be handed to the Auctioneers not later than one hour prior (or as advised in special conditions) to the commencement of the auction and in the event of the vendor failing so to do the Lot will be sold without reserve.
- (iii) A reserve price once placed by the Vendor shall not be changed without the consent of the Auctioneers.
- (iv) Where a reserve price has been placed only the Auctioneers may bid on behalf of the Vendor.
- (v) No Vendor may bid nor may any third party bid on the vendor's behalf.
- (vi) Any Lot bought in by the Vendor or on his behalf may be subject to full commission charges.

11 RESERVATIONS

- (i) The Auctioneers sell as Agent for the vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to

and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale.

- (iii) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as Agent of the Vendor).
- (iv) In the event of breach of conditions 14 or 15 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

16 **RESPONSIBILITY FOR LOTS**

- (i) Until sold each Lot shall be at the Vendor's risk and it shall be his duty to preserve the same.
- (ii) After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

17 **BUYER'S PREMIUM**

The Auctioneers reserve the right to charge a Buyer's Premium of 5% plus VAT on the hammer price.

18 **VALUE ADDED TAX ON PURCHASE PRICE**

- (i) VAT at the standard applicable rate will be added to the price of all Lots unless they are exempt.
- (ii) Exports and removals of goods from the United Kingdom will be dealt with under the requirements set out in HM Customs & Excise VAT Notice 703 dated November 1996 and entitled "Exports and Removals of Goods from the United Kingdom" together with any amendment or replacement of that Notice.

19 **WARRANTY AND INSPECTION OF GOODS**

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgment as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity of any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it incapable of the reasonable work for which it is intended and it must be capable of performing such work.
- (iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and vendor shall have no responsibility for the safe use of the item.

20 **COMPLIANCE WITH ROAD TRAFFIC ACTS**

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorisation necessary before such vehicle or trailer can be used on the road.

21 **HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO HEALTH AND SAFETY**

The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

22 **NOTIFICATION OF DEFECTIVE LOTS**

- (i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Saleground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.
- (ii) The Auctioneers will notify the Vendor of the alleged misdescription or breach as soon as reasonably practicable. If the Lot is returned in accordance with clause 22 (i) above the Vendor shall furnish a competent engineer's report to the Auctioneers within 4 working days of notification of return from the Auctioneers. If such report confirms the defects alleged in the Purchaser's engineers report the sale shall be rescinded, the Lot shall be returned to the Vendor and the Vendor shall account to the Purchaser for the full purchase price. If such report does not confirm the defect alleged in the Purchaser's engineer's report, or in the event of the Vendor failing or refusing to supply an engineer's report with 4 working days of notification of return of the Lot the Auctioneers may refer the matter to such person as they think fit to act as arbitrator in accordance with clause 22 (iv) below.
- (iii) Notwithstanding the rescission of the sale, the Vendor shall be liable to pay the Auctioneers a sum representing the Commission that would have been payable to the Auctioneers if the sale had not been rescinded.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ whose decision shall be final and binding on the Vendor and the Purchaser.
- (v) In the event that any sale is rescinded in accordance with clause 22 (i) and (ii) above and the Purchaser has incurred transport costs the Vendor shall reimburse the Purchaser for such reasonable transport costs and in addition shall reimburse the Purchaser for the reasonable costs of the Purchaser's engineer's report.
- (vi) For the avoidance of doubt the costs referred to in clause 22 (v) above shall be recoverable from the Vendor and not from the Auctioneer.

23 **AUCTIONEERS' RIGHT TO ANNUL SALES**

In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

24 **APPLICABLE LAW**

These Conditions shall be governed and construed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

25 **MONEY LAUNDERING REGULATIONS**

Under new legislation from 1st March 2004 we are unable to accept payment in cash of 15,000 Euros (about £10,000) or more in any currency for a single transaction.





Perkins, George Mawer & Co.
Corn Exchange Chambers,
Queen Street,
Market Rasen,
Lincolnshire
LN8 3EH

Tel: 01673 843011
Fax: 01673 844072
Email: info@perkinsgeorgemawer.co.uk

www.perkinsgeorgemawer.co.uk