

# On instructions from D Wigley & Co

# Auction sale of arable, grassland and livestock equipment

at Manor Farm, Main Street, Scarcliffe, Chesterfield, Derbyshire S44 6SZ

on Thursday 11 April 2019 Sale to commence at 10:30 prompt

## viewing on Wednesday 10 April 2019 10:00 till 16:00 and on the Sale Day

View online at: fishergerman.co.uk

#### **CONDITIONS OF SALE**

Fisher German LLP (herein called 'the Auctioneers') act in every respect relating to goods and the sale thereof as agents only of the person or persons (herein called 'the Vendor' sending to or leaving such goods with the Auctioneers with a view to the sale thereof.

 THIRD PARTY LIABILITY: The Auctioneers will not be responsible for any loss damage or injury occasioned to or sustained by any person during the period of public viewing and the auction sale howsoever the same may arise unless arising from the neoligence of any employee of the Auctioneers.

2. All lots – which terms shall include all forms of personal property whatsoever 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, along.

3. DESCRIPTIONS: Every effort is made to ensure the accuracy of the descriptions of each lot but these whether made orally or in the catalogue are expressions of opinion and not representations of fact. No employee of the Auctioneers has any authority to make any representation of fact and the Auctoneers disclaim on behalf of the Vendor and themselves responsibility for authorship attribution origin date age provenance and condition and for accuracy of measurement of weight of any lot or lots. The auctioneer may at the sale and at his discretion modify any description or statement in the catalogue.

4. MISREPRESENTATION: All lots are sold as shown with all faults imperfections and errors of description. Subject to the following paragraph neither the Auctioneers nor the Vendor shall be responsible for errors of description or for genuineness or authenticity of any lot or for any default or defect in it howsoever caused. No warranty is given by the Auctioneers or the Vendor to any Purchaser in respect of any lot and implied conditions or warranties (except in the case of the Vendor those implied under Section 12 of the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973) are hereby excluded. If within fourteen days after the sale the Auctioneers receive from the Purchaser notice in writing that in his view the lot is a deliberate forgery and within seven days after such notification the Purchaser returns the lot to the Auctioneers in the same condition as prevailed at the time of the sale free of any liens charges or encumbrances and satisfies the Auctioneers that (having regard to the entry in the catalogue) the same is a deliberate forgery then the Auctioneers shall be entitled to rescind the sale and to refund to the Purchase rice of that lot. In deciding whether or not the lot is a deliberate forgery the Auctioneers shall be entitled at their discretion and at the cost of the Vendor to seek the view of any expert or other authority. Notwithstanding that the said lot is a deliberate forgery the Purchaser shall have no rights under this provision where A: the said catalogue description at the date of the sale was in accordance with the then generally accepted opinion of scholars and experts or fairly indicated there to be a conflict of such opinions; or B: it can be established that the lot is a deliberate forgery only by means of scientific processes not generally accepted for use until after publication of catalogues.

5. PAYMENT: Cash (up to £7,500), debit/oredit cards, CHAPS/BACS transfer or bankers draft. Cheques accepted from purchasers if accompanied by a letter from the purchaser's bank stating the amount up to which cheques will be honoured. Cheques not accompanied by such a banker's letter or authorisation will be subject to a special clearance surcharge of £10 or such other sum which may be imposed from time to time to cover the cost of rapid clearance of cheques. No lots may be removed from the Sale Site on uncleared cheques.

6. CLEARANCE: All lots must be removed by the date specified in the General Remarks. The Auctioneers shall not be responsible for any loss or damage of any kind whether caused by negligence or otherwise while any lots are in their custody. If at the expiration of seven days after the date of the sale a lot is not paid for in full and taken away the sale may be rescinded without any notice being given to the purchaser.

7. AGENCY AND COMMISSIONS: The Auctioneers act as agents only and are not responsible for default by either the Vendor or the Purchaser. They will execute commissions received in writing up to one hour before the sale only on condition that lots have been viewed by the intending Purchaser. They will accept no responsibility relating to the commissioning of their staff other than the Commissions Clerk to bid on behalf of the intending purchaser.

8. The Health & Safety at Work etc Act 1974; Agriculture (Field Machinery) Regulations 1962; Tractor Cabs Regulations 1974, and all other applicable to Farm Safety: Purchasers are reminded of the Regulations regarding the safeguarding of implements and machinery, and some items sold at this sale may not immediately comply. Accordingly, it is a condition of the Contract of Sale that the Purchaser shall undertake to comply with the Acts and Regulations relating to such machines and implements he or she purchases.

9. The Auctioneers tenders any lots 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.

10. 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 lots or lots and he will be entitled to bid on the Seller's behalf. He will further be entitled to require proof of identity and/or of authority from any bidder.

11. 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 specification by 5 oclock pm on the day of the auction or on the next complete working day (excluding Saturdays). Time of payment shall be of the essence.

12. 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 Auctioneer 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 to the buyer. The Auctioneer shall 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.

13. 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.

14. 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.

15. 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 Auctioneer's 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. 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 shuether caused by immedif, has servants or agents or his principals or employer. Buyers must insure against these risks.

16. 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 or howsoever made. Neither the Auctioneer nor the Seller shall be liable for any loss or damage whether caused by regligence or otherwise of either or of 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 profits, 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 or during the auction by the Seller or Auctioneer either as representations or to be relied upon.

NB: 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.

17. 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 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.

18. 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 liquidition or enters into a composition or arrangement for the benefit of his creditors, then the contract for 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 on a newn. Upon rescission, any deposit paid by the buyer shall be forfeit and the Auctioneer shall be entitled to exercise the rights set out in these conditions of sale.

19. 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.

20. 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.

**21.** These Conditions shall be construed in accordance with and governed by English law and shall be subject to the jurisdiction of the English courts.

# AUCTION SALE OF ARABLE, LIVESTOCK AND VINTAGE EQUIPMENT

## **On instructions from D Wigley & Co**

at

## Manor Farm, Main Street, Scarcliffe, Chesterfield, Derbyshire S44 6SZ

#### The Sale Ground

The Sale Ground is situated at Manor Farm, Main Street, Scarcliffe, Chesterfield, Derbyshire S44 6SZ, as shown on the enclosed location plan. 'To the Sale' signs will be posted on the Sale Day.

#### Sale Day

Thursday 11 April 2019 at 10:30 prompt.

#### Viewing

Wednesday 10 April 2019 between 10:00 and 16:00 and on the Sale Day from 09:00.

#### **Car Parking**

Allocated car and lorry parking will be sign posted.

#### **Buyer Numbers**

Unless previously registered, all Prospective Purchasers are required to register at the Pay Office where they will obtain a Buyer's Number, thus enabling them to take part in the sale.

#### **Buyers Premium**

There is no Buyer's Premium.

#### The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

In accordance with the above legislation, Fisher German LLP cannot accept cash payments for sums in excess of  $\pounds$ 7,500. This includes single payments amounting to this sum or multiple payments totalling  $\pounds$ 7,500.

#### **Payment Terms**

- a) All lots must be paid for on the Sale Day.
- b) Strictly cash, debit/credit cards, CHAPS transfer, BACS transfer or banker's draft. Cheques are only accepted by prior arrangement with the Auctioneers and are accompanied by a letter from the Purchaser's bank stating the amount up to which the cheque will be honoured.
- c) No lots will be allowed off the Sale Ground unless accompanied by a receipted invoice and/or cheques/bank transfers are cleared funds.

#### VAT

VAT (where applicable) will be payable in addition to the purchase price at the standard rate applicable on the Sale Day.

#### Hours

Machine hours/mileage are as of Monday 7 January 2019. These are given for information only and are not guaranteed by the Auctioneers.

#### **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 these conditions.

#### **Clearance of Lots**

All small lots should be cleared on the Sale Day with the proviso that they are paid for. Larger lots must be cleared from the Sale Ground by 17:00 on Friday 26 April 2019. To facilitate immediate clearance, it is recommended that successful Purchasers bring to the Pay Office, or make prior arrangement with Fisher German LLP accounts staff, any banker's reference support of cheques or to bring letters of credit or banker's draft to the Sale Ground or make bank transfers for the invoice total to Fisher German LLP on the Sale Day. A card payment facility may also be available on the Sale Day. No lots will be allowed off the Sale Ground until we are in receipt of cleared funds.

The Auctioneers and Vendors will not accept responsibility or liability for the loss or damage of any lots left on the Sale Ground and all Purchasers are reminded they are entirely responsible for any lot purchased at the fall of the hammer and must have appropriate insurance cover.

There will be no security on the Sale Ground after the Sale Day.

#### Export of Goods

Buyers of all goods sold at Fisher German LLP Auctions that are to be exported or removed from the United Kingdom will be required to pay a VAT deposit equivalent to the standard rate of UK VAT on all lots purchased. Buyers intending to export goods must advise the Auctioneers of their intention prior to the Sale. Upon the following requirements being met in full, a refund of the VAT deposit will be made to the Purchaser but any failure to do so will result in the VAT deposit being paid over to HMRC as VAT:-

- a) The Buyer must provide Fisher German LLP with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of the purchase.
- b) The goods must be removed from the United Kingdom within three months from the time of supply (the date of auction)
- c) You must provide Fisher German LLP with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

Please ask for a copy of Fisher German LLP form "VAT Declaration for Zero Rating Goods for Export".

#### **Loading Facilities**

A telehandler and operator will be available for loading on the Sale Day, however no liability shall be accepted by the Vendor, Operator or Fisher German LLP for any damage sustained to a lot, and the use of this service is completely at the Purchaser's own risk. Loading after the Sale Day is not guaranteed and will need to be by prior arrangement with the Vendor directly.

#### Refreshments

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

#### TERMS & CONDITIONS

Fisher German LLP, themselves and for the Vendors or Lessors of this property whose Agent they are give notice that:

- 1. These particulars do not constitute nor constitute any part of an offer or contract.
- 2. All statements contained in these particulars as to this property are made without responsibility on the part of Fisher German LLP or the Vendors or Lessors.
- 3. None of the statements contained in these particulars as to the property are to be relied on as statements or representation of fact.
- 4. Any intending Purchasers or Lessees must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars.
- 5. The Vendors do not make or give, and neither Fisher German LLP nor any person in their employment has any authority to make or give, any representation or warranty whatsoever in relation to this property.

#### **Catalogue and Photographs**

The Vendor reserves the right to withdraw or substitute any items catalogued for sale prior to the Sale Day. This catalogue (and any photographs included) has been prepared as a guide only. Purchasers must satisfy themselves by inspection as to the accuracy thereof and the condition of any item.

#### Order of Sale

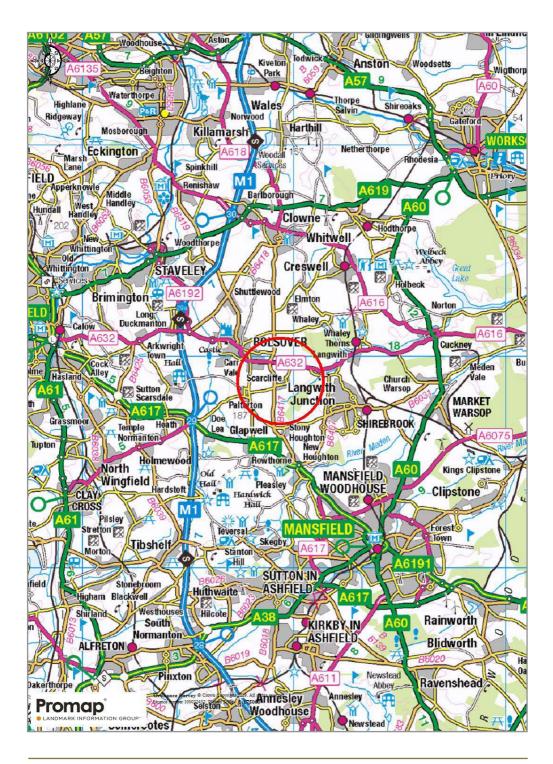
The Sale will commence with small lots, concluding with the Deutz Fahr 6040 combine. Third party 'Entered Items' will be sold after the Deutz Fahr 6040 combine if applicable.

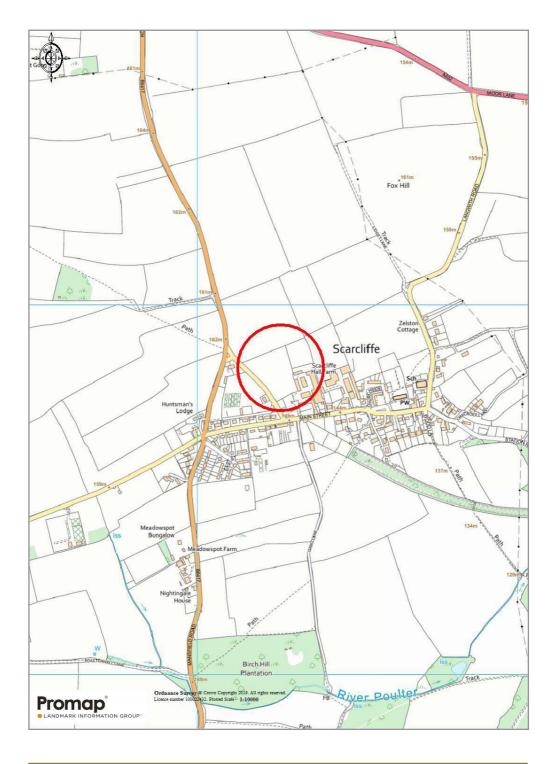
#### Auctioneer

Ian Calverley MRICS FAAV

#### Enquiries







## **COMBINE HARVESTER**



2013 **Deutz Fahr 6040**, registration FJ13 AUU, 663.9 engine hours, 504.8 drum hours, **Deutz Fahr DH480** 4.8m header, electric side knives, **Deutz Fahr** header trolley, 2WD, 20km/h, hydrostatic, **KPAB** straw chopper (s. no 26119), modified air intake, tow hitch, air conditioning, reversing camera, LED lights, AdBlue, on farm from new, Michelin MegaXbib tyres 620/75R30 – 90%, Continental AS-Farmer tyres 320/80-18 – 90%, s. no 6112016083.

## TRACTORS



2007 **Massey Ferguson 6480 Dyna-6**, registration FJ07 NRL, 3,740 hours, 4WD, three manual spools, 40km/h, cab suspension, extendable pick up hitch, forward/reverse shuttle, 540/1000 PTO, electric mirrors, climate control, heated seat, passenger seat, cab office, on farm from new, Goodyear Super Traction Radial tyres 16.9R28 – 30%, 20.8R38 – 50%, s. no P255053.



2009 **Massey Ferguson 5455 Dyna-4**, registration FJ59 BTU, 3,104.1 hours, 4WD, three manual spools, 40km/h, cab suspension, extendable pick up hitch, forward/reverse shuttle, Eco PTO, passenger seat, on farm from new, Goodyear Optitrac DT806 280/85R28 – 50%, 340/85R38 – 60%, s. no U238021.



1997 **Massey Ferguson 390 LoProfile+ 12/12**, registration P577 BUT, 4,318.72 hours, 4WD, c/w **Massey Ferguson MF820** loader (s. no L1164), three manual spools, PUH, one former keeper, tyres 13.6R24 – 30%, 16.9R34 – 10%, s. no F10208.



1993 **Massey Ferguson 390 12/12**, registration K209 JNU, 2,719.4 hours, 4WD, two manual spools, on farm from new, Fulda Pioneer Radial tyres 11.2R28 – 70%, 13.6R38 – 80%, s. no 5009B12139.

## **MATERIAL HANDLER**



1996 **Manitou MLT524 Turbo Manireach**, registration N957 EAK, 5,748.7 hours, 4WD, crab steer, c/w **Manitou Manifix** pick up hitch, tyres 400/70R24 – 40%, two former keepers, s. no 115379.

Strimech grain bucket, 7.6ft, Manitou headstock.

Manitou pallet tines, Manitou headstock.

1999 Ritchie bale squeeze, euro quick hitch loader brackets.

Massey Ferguson general purpose bucket, 4ft, euro quick hitch loader brackets.

Massey Ferguson general purpose bucket, 7ft, euro quick hitch loader brackets.

Massey Ferguson muck fork, euro quick hitch loader brackets.

Meijer flat eight bale grab, euro quick hitch loader brackets.

Adaptor plate, Manitou to euro quick hitch.

Toe tip bucket, to fit pallet tines.

## TRAILERS



2000 **Technifab Engineering** grain trailer, 10 tonne, 8 stud tandem axles, leaf sprung axles, hydraulic brakes, hydraulic tipping, grain chute, inspection ladder, super single wheels and tyres, s. no T10441.



2 x 1995 **Armstrong & Holmes** grain trailer, 10 tonne, leaf sprung tandem axles, hydraulic brakes, hydraulic tipping, grain chute, inspection ladder, s. no 11095 and 11195.



**Armstrong & Holmes** flatbed trailer, 28ft, tandem axle, steel floor, hydraulic brakes, bale gormers.



1998 **AS Marston** flatbed trailer, 22ft, single axle, steel floor, hydraulic brakes, 2 x rear bale gormers.

**Fraser** tipping trailer, three tonne, hydraulic tipping, single axle, rear door, grain chute. Tipping trailer, three tonne, single axle, rear door, grain chute.

## **GRASSLAND EQUIPMENT**



Massey Ferguson 4 conventional baler, 6ft pick-up, s. no 1495.



2005 **Mesko-Rol Z 275** haybob, gates, s. no 05723.



2009 **Foster TL7** rotary topper, offset headstock, s. no 09-712.

**Chapman** conventional bale carrier, trailed, hydraulic controls, suitable for Welger bales. **Chapman** conventional bale sledge, suitable for Welger bales.

## **GRAIN HANDLING EQUIPMENT**



**Opico Quiet 390 RB-300** batch grain drier, nine tonne capacity, PTO driven, electric control box, loading hopper, OSR sieve, grain sieve, closed sieve, s. no 392041.

Astwell grain auger, 6 inch, three phase electric, extension.

2 x grain pedestal fans, three phase electric.

Qty of grain drying pedestals.

## **DRILLS, SPREADERS AND SPRAYERS**



2011 **Kuhn Axis 30.1** fertiliser spreader, 1,800kg capacity, 12m discs, greedy boards, hopper cover, road lights, mud guards, new actuators, s. no 25282.



2010 **Team** mounted sprayer, 12m boom, 1,250 litre tank, hydraulic folding, hydraulic lift, electric shut off, triple nozzles, in-test (May 2019), s. no 013433.



2008 **Amazone AD 303 Special Vario-Control** drill, 3 metre, Suffolk coulters, trailing tine harrows, tramline markers, land wheel, road lights, c/w polystyrene hopper divider, stand, s. no AD00031058.

2002 Major Muck-Out 750 muck spreader, hydraulic lid, chains, s. no 5261.

## **CULTIVATION EQUIPMENT**



2012 **Tulip XL Vario 250** cultivator, 2.5m working width, discs/tines/discs configuration, four hydraulic controlled legs, spring back, 3-point linkage mounted, rear packer roller, s. no 1202-1567.



2009 **Amazone KE 303-170** power harrow, 3 metre, packer roller, s. no KE00051053.



**Amazone KE 302** power harrow, 3 metre, packer roller, s. no 89017879.



**Kverneland** plough, four furrow, reversible, variable width, land wheel, spring back bodies.



**Lemken Terradisc SMARAGD 90-300** cultivator, 3 metre, seven legs, rear press, s. no 167777.

**Edlington** Cambridge rolls, 6.5 metre, trailed or 3-point linkage mounted, 22 inch breaker rings and rolls, hydraulic folding, s. no J 1984.

Massey Ferguson conventional plough, 2 furrow.

Massey Ferguson c-tine cultivator, 3-point linkage mounted.

Chain harrows, 9ft, 3-point linkage mounted.

Single furrow hedge bottom plough.

## LIVESTOCK EQUIPMENT



IAE cattle crush, galvanised, s. no 0013478.



**EB Equipment** bulk feed silo, 8 tonne capacity.



Qty of feed barriers and troughs, freestanding, 15ft (approx.), galvanised.

**Salopian** feed barrow, galvanised. Qty of barrows. Qty of wooden livestock troughs.

## MISCELLANEOUS

**Oxdale** log splitter, 3-point linkage mounted, hydraulic ram.

12 x 55kg **Agco** weights.

8 x 55kg **Agco** weights.

**Solway** plastic recycling bin.

Titan 2H 2500 fuel tank, plastic, 2,447 litre capacity.

Bantum stick welder, single phase electric.

Honda water pump, petrol engine.

Water bowser, trailed.

Saw bench.

Electric fuel pump.

Galvanised roller shutter door, plastic mesh, 15ft wide, 19ft high.

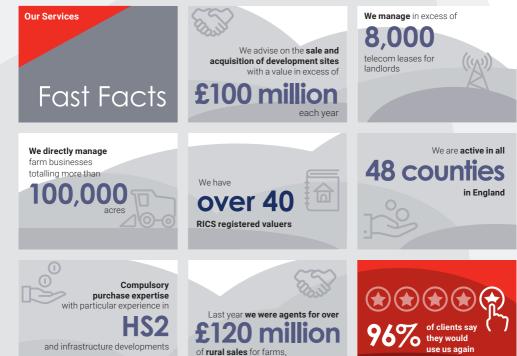
Snow plough, 3 metre.

Qty of: Gates Sheeted gates Workshop requisites IBCs Timber and Yorkshire boarding Wooden church pews Wheels and tyres Fence posts Wearing parts Lubricants Grease cartridges Telegraph poles

## NOTES




# A forward thinking, personal and professional service, designed to achieve the best results for our clients



estates and agricultural land

We understand **property** We understand **you** 



Dedicated rural property consultants with the technical knowledge required to take an innovative approach.



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