



# SILCOCK & PARTNERS

LAND & PROPERTY CONSULTANTS



On instructions from Mrs C. Storer

THE SALE WILL COMMENCE AT  
**11.00AM THURSDAY 27TH FEBRUARY 2020**

**Primrose Hill, Bilsthorpe, NEWARK, Notts NG22 8TD**

In conjunction with



**Perkins George Mawer & Co.**

Chartered Valuation Surveyors & Estate Agents.  
Agricultural & Fine Art Auctioneers.

SALES | LETTINGS | AGRICULTURAL | AUCTIONS

Further details available 01673 843011 | [www.perkinsgeorgemawer.co.uk](http://www.perkinsgeorgemawer.co.uk)



Auction Sale of Tractors, Trailers, Cultivation Equipment,  
Farm Machinery & Specialist Grassland Equipment.

**Including:** 2015 MF 7726 4wd with F/E loader

2007 MF 6490 4wd, Front linkage

MF 188 2wd with F/E loader

2010 CAT TH407 telehandler

2014, New Holland 1290 big baler

## **GENERAL REMARKS**

### **Introduction**

Silcock & Partners in conjunction with Perkins George Mawer & Co., are favoured with instructions from Mrs C. Storer to conduct a Dispersal Sale by Auction of Tractors, Farm Machinery and Grassland Equipment following her decision to downsize a well-established hay and straw business.

Items may be viewed on Wednesday 26<sup>th</sup> February 2020 from 10am to 4pm and on the morning of the sale from 8.30am. Every attempt has been made to describe the various items accurately but not all items have been inspected and therefore the descriptions as provided cannot be guaranteed as accurate.

### **Buyers Numbers**

The selling will be 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 either **cash/cheque/debit card**. Purchasers unknown to the Auctioneers paying by cheque should make their own arrangements as to payment prior to sale day. Bank references may be required. The Auctioneers reserve the right to withhold purchases at their own discretion.

### **Buyers Premium**

A Buyers Premium of 6% plus VAT is payable, in addition to the purchase price.

### **VAT**

VAT at the standard rate will be charged, in addition to the purchase price on all items.

### **Loading Facilities**

Loading facilities are available on the day and by arrangement following sale day.

### **PAT testing**

Electrical items will be tested.

### **Log books/operator manuals**

Will be displayed in the Pay Office for prior inspection, where available.

### **Conditions of Sale**

All prospective purchasers should ensure that they have read and understood the 'Conditions of Sale' as printed at the back of 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. Engine hours/mileages were taken on 12<sup>th</sup> December 2019.

## Refreshments

Unlicensed refreshments will be available on sale day.

## Sale Day contact information

Tim Silcock: 07964 977724 [info@silcockandpartners.co.uk](mailto:info@silcockandpartners.co.uk)

Nicholas Sharp: 07970 986364 [nick@perkinsgeorgemawer.co.uk](mailto:nick@perkinsgeorgemawer.co.uk)

Elton Moulds: 07775 850703 [elton@perkinsgeorgemawer.co.uk](mailto:elton@perkinsgeorgemawer.co.uk)

## Health and 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 and 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 are 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 lots must be removed from the sale ground by Friday 6<sup>th</sup> March 2020 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, no exceptions. The site is strictly NO SMOKING.**

For Health and Safety reasons no loading of purchased items to take place until the selling has been concluded.

## Website

See Silcock & Partners 'Facebook' page or [www.perkinsgeorgemawer.co.uk](http://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.

## PARTICULARS OF SALE

### **Sale Order**

This catalogue does not follow the lot order of the sale. The sale will commence at 11.00am prompt. The selling will be through one Auction in numbered order. A lotted catalogue will be available on the day of the sale.

### **Tractors**

#### **(2015) MASSEY FERGUSON 7726 Dyna-6 4wd**

Fitted with MF 928 power loader, front linkage, 50k gear box

Engine Hrs: 2564

Reg No. FX65 BOV

#### **(2007) MASSEY FERGUSON 6490 Dyna-6 4wd**

Fitted with with front linkage, 50k gear box

Engine Hrs: 5448

Reg No. FX07 FSD

#### **MASSEY FERGUSON 188 2wd**

Fitted with Farmhand power loader

Reg No: TAV 997K

### **Materials Handler**

#### **(2010) CAT TH407 Telehandler 4wd/4ws**

With pallet tines

Engine Hrs: 5506

Reg No. FX10 FKG

### **Balers/Grassland Equipment**

**(2014) NEW HOLLAND 1290** Bigbaler, No of Bales 13608

**HESSTON 4590** Conventional baler

**(2001) KUHN GA 4521 GM Masterdrive** Turner/spreader

**(1999) KUHN GMD 802F** Front mounted mower

**(1998) KUHN GMD 801** Rear mounted mower

**(2011) KUHN GF 7802** Turner/spreader

**BROWNS** Grass harrow, hydraulic fold c/w **STOCKS** Air seeder (5m)

**BROWNS** Aerator/slitter, hydraulic fold (5m)

**(2000) DANAGN 35 AUTO 1514** Bale wrapper

## **Cultivation Equipment**

**VREDO 229.07.5 agri** grass direct drill (2.9m)

**KVERNELAND NG/600/54F** Power harrow c/w packer (6m)

**WEAVING Sub-lift, 3-Leg** Subsoiler c/w hydraulic press (3m)

**(1984) KVERNELAND LB8** (5f) Reversible plough c/w skimmers/depth wheel

**(2006) FLEMING** hydraulic fold grassland rolls (4.8m)

**COUSINS Sidewinder** Hydraulic fold, Cambridge rolls

**(2004) ORSI AL INIST 460** 3pt linkage hedgecutter

2-Leg Subsoiler

Superflow type cultivator, 8-leg (8')

Pigtail cultivator, 14- tine (11')

**HARDI** mounted sprayer 1000l (12m)

**HARDI LZ1000** mounted sprayer (12m)

**(2002) KUHN Aero 2218** pneumatic fertiliser spreader (12m)

**(2001) KUHN MDS 1131** Twin-disc fertiliser spreader

**KIDD** straw spreader

**MF 30** Drill

Spiral packer for power harrow (4m)

Big bale spike (cone headstock)

4 in 1 bucket (cone headstock)

Snow plough

**BROWNS** Big bale squeezer/ loader (cone headstock)

## **Trailers**

**(1989) AS** (14t) Tandem-axle tipping trailer with hydraulic door  
(2x) Artic dollies

Tri-Axle Artic Bale Trailer (40')

Tri-Axle Artic Bale Trailer (40') (spares)

(24') Tandem Axle Bale Trailer (requires new floor)

(21') Tandem Axle Bale Trailer

(21' 4") Wheel Bale Trailer

Water Bowser on lorry chassis

(20') Tandem Axle Bale Trailer

(21') Tandem Axle Bale Trailer

(12') Single Axle Bale Squeezer

(3t) Flat Trailer (12')

**TIMIK Transtacker** Bale catcher (17')

(23') Tandem Axle Bale catcher (23')

## **Miscellaneous**

Workshop Equipment

Qty. PTO Shafts

Qty spares

**HONDA** Water pump

Petrol generator

**Nixon 5000T** Diesel generator

Qty 'I' Beams 16' x 16.5" x 7"

Qty dis-assembled. steel farm buildings

## CONDITIONS OF SALE FOR MACHINERY

- 1 DEFINITIONS**  
In these conditions the following terms have the following meanings unless inconsistent with the context  
"Auctioneers" means Silcock & Partners in conjunction with 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 divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute, put up any Lot for auction again.

**12 CATALOGUES AND ADVERTISEMENTS**

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for Sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

**13 BIDDING**

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneer.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No biddings shall be retracted. The bidding increments will be regulated by the Auctioneers. No person may advance less at a bid than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected) the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 19).
- (v) The Auctioneers may accept written instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.

**14 PAYMENT**

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneers' discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

**15 RESERVATION OF TITLE**

- (i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the Vendor (or the Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.
- (ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good 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 6% 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 and 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 reply 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**

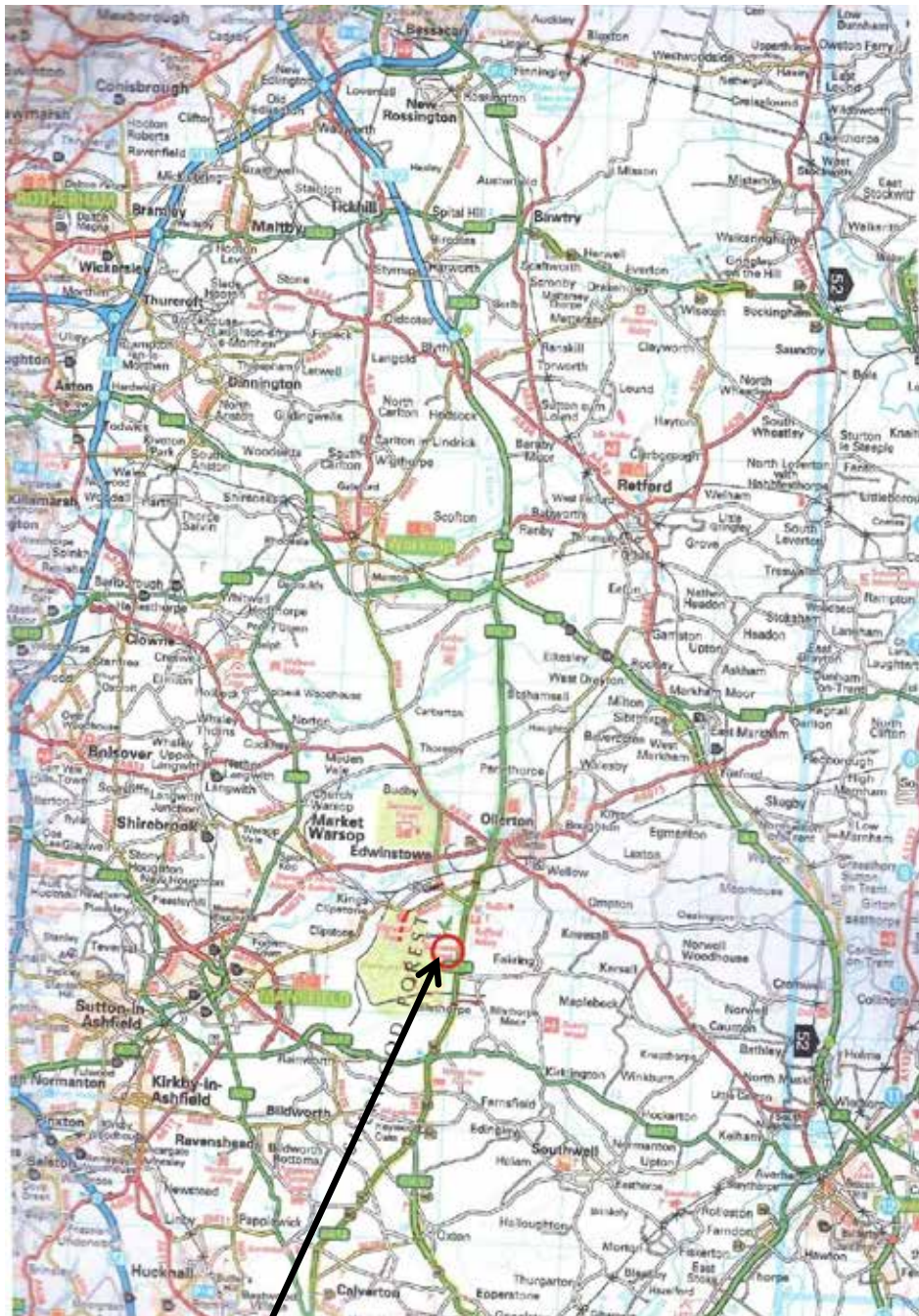
In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.

**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 1<sup>st</sup> March 2004 we are unable to accept payment in cash of 15,000 Euros (Pound Sterling equivalent) or more in any currency for a single transaction.



Primrose Hill







Further images available at: [www.perkinsgeorgemawer.co.uk](http://www.perkinsgeorgemawer.co.uk)

---

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](mailto:info@perkinsgeorgemawer.co.uk)  
[www.perkinsgeorgemawer.co.uk](http://www.perkinsgeorgemawer.co.uk)

