

JH Pickup & Co

On kind instructions from P Johnson & Son
AT THE PREMISES OF FARMSTAR
Grove Farm, Church Lane, Marr, Doncaster, DN5 7AU



RANGE OF MODERN ARABLE MACHINERY

FOR SALE BY PUBLIC AUCTION
11.30 AM THURSDAY 24 OCTOBER 2019

2 Doncaster Road, Bawtry, Doncaster, DN10 6NF
Telephone: 01302 714399 *Fax: 01302 719715*

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A subsidiary of



SITUATION

The sale is being held by kind permission at Farmstar, Grove Farm, Church Lane, Marr, Doncaster DN5 7AU. Marr is situated on the A635 less than one mile west of Junction 37 A1(M). A location plan is printed within this catalogue and "To the Sale" signs will be erected on the day of the sale.

VIEWING

On the morning of the sale from 9.00 am. Earlier inspection of specific lots can be arranged by appointment with the Auctioneers.

CONDITIONS OF SALE

The sale will be conducted in accordance with the usual Conditions of Sale printed within this catalogue.

BUYER'S PREMIUM

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

VAT

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

N.B. At the instance 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.

IMPORTANT: PAYMENT TERMS

Please note: We do not accept card payments.

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 at the premises 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.

BUYERS NUMBERS

All potential purchasers not already registered with DDM Agriculture are requested to register with the Auctioneers Clerks by giving their full name, address, email and telephone number. They will then be allocated a permanent Buyers Number for this sale and all future JH Pickup, DDM or Screetons Agriculture auctions.

Potential purchasers not already registered with DDM Agriculture can pre register online at www.jhpickup.co.uk

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.

LOADING

Loading will be available by arrangement with Farmstar. This facility is provided entirely at the risk of the purchaser, who must be responsible for supervision. The Auctioneers accept no liability whatsoever.

COMMISSION BIDS

The Auctioneers will be pleased to execute written commissions on behalf of any person unable to attend the sale. For further details, please contact the Auctioneers.

REFRESHMENTS

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

HOURS

The recorded hours were taken on 27th September 2019.

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.

FURTHER INFORMATION

For further information please contact Chris Goodall on (01302) 714399. On the day of the sale the Auctioneers can be contacted on 07970 126303, 07957 812791 or 07917 732218.



Please Note: Only the items listed in this catalogue are to be offered for sale.
There are no small items or scrap.

COMBINE HARVESTER

2017	Massey Ferguson 7345 S Activa Air conditioned cab 5 straw walkers 8600 litre grain capacity 540/65 R24 rear tyres & 800/65 R32 front tyres 602.9 engine hours 454 drum hours 818ha cut	YX17 GYD
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C6000 18ft Header and header Trolley (to fit above).

Side knife (to fit above).

TRACTORS

2017	Case Puma CVX 165 Four wheel drive Air conditioned cab 50kph gearbox Front PTO and 3 point linkage 650/65 R38 rear tyres & 540/65 R28 front tyres GPS System 936 hours	EU17 BPK
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2007	Massey Ferguson 6480 Dyna6 Four wheel drive Air conditioned cab 40kph gearbox Full set of wafer front weights 600/65 R38 rear tyres & 480/65 R28 front tyres 3560 hours	NX07 HLO
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Set of 300/95 R46 rear and 320/85 R32 front Wheels (to fit above)

TELESCOPIC HANDLER

2019	JCB Loadall 526-56 Agri Plus Telescopic Handler Four wheel drive and steer Air conditioned cab 460/70 R24 tyres Pallet tines 60.9 hours	YW19 OCN
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2017 JCB Q-fit 1.96m3 Shovel (to fit above)

Extended pallet Tines (to fit above)

GENERAL FARM MACHINERY

- 2017 Amazone 3200 Special Trailed Sprayer on row crop tyres
 24m hydraulic booms
- 2012 Kverneland Exacta HL Twin Disc Fertiliser Spreader c/w hopper sheet
 24m spread

Bomford Flail Mower

CULTIVATION EQUIPMENT

- 2012 Dal-bo Compact 630 3 gang notched ring Cambridge Rolls
- 2009 Kverneland CLM 7 leg Cultivator c/w auto-reset, discs and packer
- J.B. Edlington Trailed Double Press
- 2014 Amazone KG 3000 AD-P 303 Special Combination Power Harrow Drill
- 2017 Philip Watkins 3m Front Press
- 2000 Kuhn Discover XM32/660 4.0m Trailed Discs
- 2017 Maschio Unico 5 Furrow Plough
- 3 Leg Subsoiler c/w crumbler roller

TRAILERS

- 1999 Fraser steel monocoque tandem axle Tipping Trailer
 w 2.32m x l 5.36m x d 1.33m
 Approx 14 tonnes
 Sprung drawbar
 Manual tailgate
 Hydraulic Brakes
 385/65 R22.5 tyres
- Steel monocoque tandem axle Tipping Trailer
 w 2.03 x l 5.80m x d 1.25m
 Approx 12 tonnes
 Hydraulic tailgate
 Hydraulic brakes
 400/70 R20 tyres

MISCELLANEOUS

- 1 x IBC AdBlue
- Grain Pusher
- Hydraulic Manure Grapple Fork

It will be noted that there are only a few lots for sale, so prospective purchasers should ensure that they arrive for the start of the sale at 11.30 am prompt.

Please note that machines **will not** be released until cleared funds are with the Auctioneers, or a cheque is accompanied by a letter from the purchaser's bank.

NOTES





JH Pickup & Co Limited

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 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.



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