

On instructions from Mr B & Mrs M Lundy

CAISTOR MOOR FARM, MOOR LANE, CAISTOR MARKET RASEN, LN7 6SD



4 TRACTORS, RANGE OF TRAILERS, CULTIVATION EQUIPMENT GENERAL FARM MACHINERY WORKSHOP EQUIPMENT AND MISCELLANEOUS ITEMS

FOR SALE BY PUBLIC AUCTION 11.00AM SATURDAY 14 MARCH 2020

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SITUATION

Caistor Moor Farm is situated approximately two miles north west of the town of Caistor and the town of Market Rasen lies approximately eleven miles to the south. A location plan is printed within this catalogue and "To the Sale" signs will be erected on the sale day.

VIEWING

The sale will be available for inspection on the morning of the sale from 8.00 am and on Friday 13 March 2020 from 12.00 noon until 4.00 pm. Earlier inspection of specific lots can be arranged by appointment with the Auctioneers.

CONDITIONS OF SALE

The auction will be conducted in accordance with the conditions of sale printed within this catalogue. **Please note: Purchasers will pay 5% commission plus VAT over and above the purchase price.**

VALUE ADDED TAX

VAT will be levied at the appropriate rate on the purchase price of all items, where applicable.

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.

PAYMENT

At the fall of the hammer all lots shall be at the risk of the purchaser. All lots must be paid for on the sale day. Persons unknown to the Auctioneers and wishing to pay by cheque should bring to the sale an appropriate letter of credit from their bank. Alternatively, they must instruct their bank to write, fax or e-mail the Auctioneers at their Brigg office on (01652) 653311 confirming that cheques will be honoured to a pre-determined figure. Unless this procedure is followed, items may not be removed until cheques are cleared. Payment by a direct bank transfer of funds will also be acceptable by prior arrangement. **We do NOT accept card payments.**

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 and telephone number. They will then be allocated a permanent Buyers Number for this sale and all future DDM or Screetons Agriculture auctions.

LOADING

There will be a Telescopic Handler on site to assist with the loading of Lots up until 5.00pm on Saturday 14 March 2020, after which time it may be removed. This facility is provided entirely at the risk of the purchaser, who must be responsible for supervision. The Auctioneers accept no liability whatsoever.

FURTHER INFORMATION

For further information please contact Tori Heaton on (01652) 653669. On the day of the sale the Auctioneers can be contacted on 07970 126304, 07970 126300, 07970 126302 or 07970 126303.

TRACTORS & LOADER

1998	Case IH Maxxum MX110 four wheel drive c/w front linkage & front weights. (6,754 hours).	S822 SKU
1983	John Deere 2140 two wheel drive c/w SG2 cab (2,216 hours).	A243 RFW
 David Brown 995 two wheel drive c/w front loader. MRH 418P David Brown 990 High Clearance vinyard two wheel drive c/w front weights and rowcrop wheels (1,768 hours). Bobcat Clark 631 hydrostatic skid steer Loader. 5ft Bobcat Bucket. Bobcat Pallet Tines. Manure Fork (Bobcat fittings). 		

TRAILERS

Ifor Williams 10ft x 6ft plant Trailer (year unknown).

5ft x 8ft tandem axle car Trailer c/w drop sides.

3 tonne manure/cart Trailer c/w automatic rear door.

12ft x 7ft single axle hydraulic tipping Trailer.

4ft x 5ft single axle wooden car Trailer.

25ft 4 wheel bale Trailer.

1984 Griffiths GT808 tonne steel monocoque tandem axle hydraulic tipping Trailer.

2011 Ifor Williams 12ft x 6ft tandem axle cattle Trailer.

12ft x 6ft aluminium tandem axle car Trailer.

CULTIVATION EQUIPMENT

Ransome TSR300 Series 2+1+1 furrow reversible Plough.

 $Lemken\,DL110\,3\,furrow\,reversible\,Plough\,c/w\,hydraulic\,turnover.$

Lilliston Lehman rolling Cultivator c/w 3 point linkage.

Lehman 6 row adjustable rolling Cultivator.

Lehman 7 row adjustable rolling Cultivator.

Lehman 8 row adjustable rolling Cultivator.

Jarmet 12ft mounted chain Harrows.

6ft 3 gang flat Roll.

8ft Ballast flat Roll.

8ft pig tail Cultivator. (x2)

Kverneland 8ft hydraulic folding Discs.

2 no. SKH 3m Crumbler.

Stubble Cultivator. Ransomes twin leg Subsoiler. PZ Zweegers 3m Crumbler. 2 no. 8ft spring tine Harrows. Howard 6ft Rotavator. Howard 3m Selectatilth rota Spike.

GENERAL FARM MACHINERY

10ft Fiona mounted Grass Drill (close spacing). Tegle Super-ted 220 Woofler. Class Jaguar 60 trailed forage Harvester c/w twin row maize header. PZ Zweegers 300 Hay Bob c/w broad tyres. Hardi 12m mounted crop Sprayer (220 gallons).				
Massey Ferguson 128 conventional Baler.				
Amazone ZA-U1501 twin disc Fertiliser Spreader (year unknown).				
Pollycrop plastic film Applicator.				
Archie Kid Forager.	6ft yard Scraper (linkage mounted).			
Ernest Webb 6 row beet Drill.	Richard Smalley trailed mini Digger c/w cab.			
Nodet maize Drill.	PZ Greenland CM190 drum Mower.			
MonoAir 7 row Maize Drill.	J Hillam 7ft offset pasture Topper.			
Lister tractor mounted post hole Borer.	6ft linkage mounted Scraper Blade.			
Two row sugar beet Harvester.	Lister Woofler.			
6ft snow Plough c/w 3 point linkage.				

WORKSHOP ITEMS

Cytringham arc Welder (on trolley). Einnell circular Saw. BOC Autolynx 130 mig Welder. Sealey Supermig 180 Welder. 2 no. Arc Welders. Part - Barrel 10W-30 engine Oil. Clarke 4.5" Bandsaw. Draper PD16 pillar Drill (single phase). Maypole 12/24V battery Charger. SIP portable workshop Compressor. Quantity of Bottlejacks.

Max 4.5" Angle Grinder. Hitachi electric Drill. Makita 9" circular Saw. Hitachi G235T 9" Grinder. Electric Drill. Black & Decker heat Gun. Ramassa heavy duty bench Grinder. 2 no. Power Washers. Hand Tools. Grease Guns. Miscellaneous workshop Items.

MISCELLANEOUS ITEMS

Pair of 210/95 R44 Rowcrop Tyres.
Alfa-Laval 3 x twin milking Parlour/Station.
Christie Hunt Rolling Mill c/w PTO driven bulk hopper and electric auger.
Morris weigh cattle Crush.
Tubar cattle Crush.
Own cattle Crush.
Calving Aid.
8ft calf creep Feeder.



MISCELLANEOUS ITEMS (Cont/d)

Galvanised feed Rings.	32 no. 4ft Silage Bales (2018 harvest).
Galvanised water Troughs.	100 no. 5ft Hay Bales.
Cattle head Yolk (ground mounted).	Quantity of Electric Fencing Posts.
Home-made cattle Trainer Halter.	Electric Fencing equipment.
Feed Barrier.	2 no. rolls of Plastic Sheeting.
Own Bale Feeder.	Quantity of Sack Barrows.
6ft soil Bucket c/w 3 point linkage.	9 no. 600kg bags of Diamond NPK Fertiliser.
Approximately 600g metal fuel Tank.	1 no. bag of Salt.
Single bale Spike c/w 3 point linkage.	Pallet of hardwood Timber.
Heavy duty galvanised steel Ladders.	Quantity of box profile Sheets.
Aluminium extending Ladders.	Part IBC of Harbro Supermol molasses Feed.
Compressor Tank.	Fodder Beet Seed.
Pair of dual Wheels.	2 no. filing Cabinets.
RSJs.	Large chest Freezer (not working).
Quantity of galvanised motorway Barriers.	Small chest Freezer (working).
Crow Banger (Gas).	Market Stall.
Generator 15kva single phase.	Molasses feed Blocks (in buckets).
Knapsac Sprayers.	Rolling Mill c/w PTO drive, bulk hopper &
Gravel Bags.	electric auger.

ITEMS INCLUDED BY KIND PERMISSION

Bateman mobile cattle Crush c/w two compartments, multiple inspection doors, manual hydraulic head scoop, squeeze sides, hydraulic raise & lower, 12 hurdles (8 standard plus 4 extras). Good condition, little use.

2012 Toyota Hilux single cab four wheel drive c/w D4D (90,000 miles).

Overum Tive Jet 12m 1200kg pneumatic fertiliser Spreader c/w hopper sheet. Old cattle Crush.

Feed Barriers.

Quantity of large steel water Troughs.

Quantity of concrete water Troughs.

Cattle sling Hoist.

12m trailed Quadbike Sprayer.



Circular saw Bench c/w PTO drive. 5ft 3pt linkage scraper Blade. Winch.

2 no. tractor Weights.





Conditions Of Sale

1. In accordance with the Lincolnshire, North Lincolnshire and North East Lincolnshire custom, the Purchaser shall pay 5 per cent commission in addition to the purchase price.

2. 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 there from. 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.

3. 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.

4. 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.

5. The buyer must forthwith identity 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 it's 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Receiver or has a Receiver or a Receiver and Manager appointed or goes into liquidation or enters into a composition or arrangement for the benefit of it's 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.

13. 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.

14. 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.

15. 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.

DDM Agriculture Ltd. Registered Office: Eastfield, Albert Street, Brigg, DN20 8HS. Registered in England No: 3740827

