

JH Pickup & Co

On kind instructions from I & M Flack
FOX FARM, COALEY LANE, WENTWORTH, S62 7SQ



**2 TRACTORS, RANGE OF GRASSLAND MACHINERY
TRAILERS & MISCELLANEOUS ITEMS**

**FOR SALE BY PUBLIC AUCTION
11.00 AM WEDNESDAY 23 NOVEMBER 2022**

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

Website: www.jhpickup.co.uk

E-mail: info@jhpickup.co.uk

A subsidiary of

DDM
AGRICULTURE



Note photographs taken and hours as at 17 August 2022

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SITUATION

Fox Farm is situated to the north of Wentworth and south of Brampton Bierlow in South Yorkshire. The town of Rotherham lies approximately five miles to the south via road. A location plan is printed on the rear cover of this catalogue and "To the Sale" signs will be erected on the sale day.

What3words:///sundial.lost.blubber (Pay Office)

VIEWING

The sale will be available for inspection on the morning of the sale from 8.00am and on Tuesday 22 November 2022 from 12 noon until 4.00pm. 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: there will be no buyers premium payable at this sale.

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 head office at Brigg 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 JH Pickup & Co, DDM or Sreetons Agriculture auctions.

LOADING

There will be a telehandler on site to assist with the loading of Lots up until 5.00pm on Wednesday 23 November 2022. This facility is provided entirely at the risk of the purchaser, who must be responsible for supervision. The Auctioneers accept no liability whatsoever.

REFRESHMENTS

A caterer will be in attendance on the day of the sale.

FURTHER INFORMATION

For further information please contact Tom Cooper of JH Pickup & Co on (01302) 714399 or 07917 732218. On the day of the sale the Auctioneers can be contacted on 07917 732218 (Tom Cooper), 07970 126303 (Andrew Houlden) or 07718 387763 (Morten Gledhill).

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TRACTORS

- 2000 New Holland TS110 four wheel drive Tractor c/w air conditioned cab, W378 CNW
16.9/R38 rear & 380/85/R24 front tyres
11938 hours
- 1992 Ford 5610 two wheel drive Tractor c/w 3 point linkage and Taylor J323 YDT
front loader, 420/85/R34 rear & 11.5/80/15.3 front tyres
12416 Hours

TRAILERS

- 20ft tandem axle bale Trailer, timber boarded c/w front headboard & rear rail
- 17ft single axle bale Trailer, timber boarded c/w front & rear rails
- 3t wooden single axle tipping Trailer
- 2 x Mobile water Trough and single axle Trailer with 2500L tank on a ballcock system

GRASSLAND MACHINERY

- 2015 Kverneland Taarup 8055 Tedder
- 2008 Mesko-rol Haybob
- Kuhn Mower Conditioner - 10ft cut
- 8ft water filled Flat Roll
- Howard 2t drum muck Spreader
- 12ft chain Harrows

STEEL GATES

- 2 x 15ft 8"
- 2 x 13ft 6"
- 1 x 15ft
- 1 x 9ft
- 1 x 7ft
- 1 x 8ft

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MISCELLANEOUS ITEMS

1350 litre Tuffa tank bunded red diesel Tank.
Ulman Unibit 525 12m Sprayer PTO driven, no test certificates.
9 x sheep Hurdles
2 x calf pen Sections
1000L plastic Paxton Trough
Bird Scarer
Aluminium Ladder
Amazon fertiliser Spreader, manual rate with hydraulic shut off, 600kg capacity.
Drum of barb Wire.
Quantity of timber Stakes
8ft Discs
8ft Dutch Harrow
Ford 5610 Jon Taylor weight Block
Ford 5610 bale Spike
Ford 5610 muck Fork
Ford 5610 Bucket
Ford 5610 home made pallet Tines

ITEMS INCLUDED BY KIND PERMISSION

8t Wooden Tipping Trailer
Hilham Rotary Muck Spreader
Vicon Vari Spreader
3.5 inch diameter wheeled Auger
Transport box for 3 point linkage
Marshall 3t Tipping Trailer
Vicon 1001 Vari Spreader
Kongsilde Triple K Spring Tine Cultivator
Petrol Stihl Saw
Massey Ferguson 128 Conventional Baler
Flat 8 Bale Handler & Sled
Haybob
PTO driven Concrete Mixer for 3 point linkage
Trailed 4m seed drill with Suffolk Coulters

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More and more farmers and landowners rely on professional farm management and guidance to steer their businesses through what has become a minefield of bureaucracy, legislation and regulation.

DDM Agriculture and JH Pickup & Co have diverse operational skills and experience across all the mainstream farming sectors and farm management.

We can provide a bespoke cost effective service which is tailored to suit the clients' needs from full planning management to ad hoc consultancy to ensure your business meets its full potential.

Whether you need full farm management, a business health check or assistance in formulating a comprehensive business plan, DDM Agriculture and JH Pickup & Co have the expertise to help your business thrive.

Please don't hesitate to [contact us](#) to discuss your requirements.

JH Pickup & Co

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 5.00 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.

THE SALE

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