# JH Pickup & Co

On instructions from the Executors of GMT Foliambe MILL FARM, MILL LANE, OSBERTON, WORKSOP, S81 OUG



2 TRACTORS, RANGE OF TRAILERS, CULTIVATION EQUIPMENT **MOTOR VEHICLE, GENERAL FARM MACHINERY** LIVESTOCK REQUISITES AND MISCELLANEOUS ITEMS

> FOR SALE BY PUBLIC AUCTION 11.00 AM THURSDAY 17 NOVEMBER 2022

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





#### SITUATION

Mill Farm, Osberton is situated to the west of both Ranby and the A1 in Nottinghamshire. The town of Worksop lies approximately five miles to the west 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 /// spoiled.sprawls.desktops (Pay Office)

#### VIEWING

The sale will be available for inspection on the morning of the sale from 8.00am and on Wednesday 16 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 Screetons Agriculture auctions.

### LOADING

There will be a telehandler on site to assist with the loading of Lots up until 5.00pm on Thursday 17 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. Collection of lots after the sale day will be by arrangement with the Auctioneers.

#### REFRESHMENTS

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

#### **FURTHER INFORMATION**

For further information please contact Andrew Houlden of JH Pickup & Co on (01302) 714399 or 07970 126303. On the day of the sale the Auctioneers can be contacted on 07970 126303 (Andrew Houlden), 07718 387763 (Morten Gledhill) or 07435 550274 (Charlotte Martinson).

## **TRACTORS**

John Deere 6330 four wheel drive Tractor c/w air conditioned cab, 40kph transmission, 420/85 R38 rear & 380/85 R24 front tyres & fitted John Deere 633 power loader c/w soil & GP buckets 5000 hours

1991 John Deere 2650 four wheel drive Tractor c/w Q cab & yard scraper J170 CTV

## **MOTOR VEHICLES**

2004 Land Rover Freelander Commercial TDI FV04 HVT 99,000 miles

MOT until 07/01/2023

JCB left hand drive Gator

## **TRAILERS**

2014

2005	Warwick 14 tonnes steel monocoque tandem axle hydraulic tipping Trailer
	c/w 385/65 R22.5 tyres, sprung drawbar & hydraulic tailgate c/w grain chute
1998	Bailey 10 tonnes steel monocoque tandem axle tipping Trailer
	c/w 385/65 R22.5 tyres & manual tailgate c/w grain chute
	Wooden bodied tandem axle Sheep Trailer c/w 10.0/75 15.3 tyres
	2 wheel wooden bodied single axle tipping Trailer c/w 13.0/65 18 tyres
	Ifor Williams TA 510G-12 12ft alloy tandem axle livestock Trailer c/w sheep deck
	and partition gate
	ATV Trailer
3 no	Feed Trailers

Hall 28ft long flat tandem axle bale Trailer c/w raves & 385/65 R22.5 tyres

## **CULTIVATION EQUIPMENT**

2009	Kuhn CD400 4 metre Drill Mate c/w rubber tyre roller & Venta LC402
	piggy back Drill c/w tramlining kit
	Parmiter Utah 250 trailed discs Harrows (overhauled 2022)
	Lemken 4 furrow vari width reversible Plough, (LV 69013) c/w furrow press arm
	16 ring Furrow Press (one broken ring)
2014	NRH Model P208RD Flexi Coil Furrow Press
	SKH 3m Crumbler
1996	Cousins V-Form 3.25m 5 leg Soil Loosener c/w packer roller. (Serial No 96 415)
2010	Opico Grassland WBG.3 Sward Lifter 3 leg grassland Subsoiler
	AS Trailers Model R30-10-5 3 gang flat Rolls
2014	NRH CRS C6E 6.3 metre horizontal hydraulic folding 3 gang Cambridge Rolls
	Parmiter hydraulic folding chain Harrows
	Parmiter chain Harrow
	Spring tine Cultivator
1998/9	Lely 4 metre Cultiterra c/w packer roller

### ITEMS INCLUDED BY KIND PERMISSION

Monosem 9 row Sugar Beet Drill Garford Victor trailed Sugar Beet Harvester

2008 Spreadable "Midi" Bale Spreader (for 8ft x 4ft x 3ft or round bales) c/w JCB Brackets, serial number 65728

Malgar Primex twin rotor round Bale Spreader c/w JCB Brackets Mounted Crop Sprayer c/w 3m booms (to fit a Quad Bike)

2003 Isuzu SWB Commercial Vehicle Approximately 156,873 miles MOT until November 2023 YW03 TVC

PZ Haybob 12 no 8ft wooden sheep Troughs

Kuhn Accord 4 metre Combination Power Harrow Drill c/w hydraulic markers, pre emergence markers, packer roller & wheel eradicators Edlington 7.1m Cambridge Rollers c/w 24" diameter rings

## **GENERAL FARM MACHINERY**

2007	Bargam mounted Sprayer c/w 12 metre hydraulic folding & height adjustable booms, 1000 litre tank, clean water tank & induction hopper	
2007	Kuhn Axis 30.1 twin disc Fertiliser Spreader c/w hydraulic & headland vanes shut off & 24m discs	
2014	Browns Post Knocker McConnel PA5860 flail Hedgecutter c/w power arm, 1.4 m header Tanco single axle 2500 gallon Slurry Tanker c/w 2017 Baltioni Pagani PTO driven pump	
2009	Lely Welger RP435 net wrap round Baler. (55,000 bales)	
2010	Lely Splendimo 240 Classic Mower Conditioner (Serial No 0003085366)	
2013	Kuhn GA 4321 GM Masterdrive Grass Rake	
	Marshall 85 8.5 cubic yard capacity Rotaspreader	
2010	Kuhn RW 1400 trailed round Bale Wrapper	
2002	Redrock Alligator Shear Grab (to fit a JCB Loadall)	
	Twin Bale Spike (to fit a JCB Loadall)	
	Multi Bale Spike (to fit a JCB Loadall)	
2001	Attachments Limited GP Scoop Grain Bucket (to fit a JCB Loadall)	
2010	Ritchie Elephant nose Bale Squeeze (Serial No 988785) (to fit a JCB Loadall)	
2004	Wright Rain GS Rainmaker 110/42 Irrigation Reel	
	Ritchie OxyGenerator	
	Logic Sprayer c/w hose & lance	
	Endura Spray Sprayer c/w 3m boom	
LIVESTOCK BEOLIICITES		
LIVESTOCK REQUISITES		

Cattle Crush

John Kerr trailed Y180 Standard Rollermill

2009 Teagle Tomahawk 8080 Bale Shredder. (Serial No 4542)

Rota Feed ATV c/w sheep feed Trailer

Quantity of sheep pens including 56 individual Pens, other large Pens, Racks, etc

Keenan Mech Fiber 320 feed Wagon. (Serial No MF32B144)

Port equip calf creep Feeder

IAE calf creep Feeder

Mueller Europa stainless steel bulk milk Tank

## LIVESTOCK REQUISITES (cont)

2021 DRT Cow Catcher c/w Matbro Brackets

Pallets of 144 no 38x87mmx3.6m wooden Rails

Quantity of wooden fencing Posts

Circular galvanised 2T feed Bin

2 no EB 5T feed Bins

Westfalia 6/6 herringbone Milking Parlour (to be safely removed)

Electric cattle turnover Crush

### **MISCELLANEOUS ITEMS**

Inverta Welder

Old grain Bucket

Old ex lorry Trailer

PZ Haybob (for spares)

Pasture Topper

Hispec Super 10 Mix Max Trailed Feeder

Mobile cattle handing Race

Primex Square Bale Spreader

3 point linkage weight Frame c/w 12 no Agco 55kgs wafer Weights

11 no Rolls Total Bale Plus Wrap

18 no Rolls Tama Net Edge to Edge 3800m bale Netting

2 no Rolls Visqueen clear silage Wrap

### **PRODUCE**

280 Square Quadrant Bales of Silage (Red clover & grass) & Haylage (grass) (262 bales from 2022 season)

## **UPCOMING FARM MACHINERY SALE**

On instructions from Ian Flack

FOX FARM, COALEY LANE, WENTWORTH, S62 7SQ 11.00 AM WEDNESDAY 23 NOVEMBER 2022

## 2 TRACTORS AND RANGE OF GRASSLAND EQUIPMENT

For further information please contact Tom Cooper of JH Pickup & Co (01302) 714399 or 07917 732218



















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 <u>contact us</u> 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 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 5.00 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 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.
- 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 Receivering 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 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.
- 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.

