

On instructions from Holton Farms Ltd

Auction of

Modern Farm Machinery and Equipment

at

Barkworth Farm, Gate House Road, Holton le Moor, Market Rasen, Lincolnshire, LN7 6HN

on

Wednesday 3rd June 2009

commencing at 10.30am prompt

Viewing: Tuesday 2nd June 2009 (10am – 4pm) and the morning of the sale only

Auctioneers' Office

BROWN & CO

10 Market Place, Brigg

North Lincolnshire, DN20 8ES

General Enquiries – 01652 654833

Fax – 01652 650249

Viewing Day and Sale Day Enquiries - Ken Pritchard – 07768 465760

Daniel Jobe – 07813 646619

Specific Enquiries – Mr Jonathan Gibbons – 07831 615426

Email – daniel.jobe@brown-co.com

brown-co.com

PURCHASERS PLEASE NOTE

LOCATION – The village of Holton le Moor is situated on the B1434 Brigg to Market Rasen Road. Turn east in the village, signposted to Nettleton and the sale field will be found on your left hand side as you leave the village. 'To the Sale' signs will be displayed on sale day.

PAYMENT - All lots become the sole risk of the purchaser at the fall of the hammer. The property in a lot purchased shall not pass to the purchaser or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for on the day of the sale.

Purchasers unknown to the auctioneers wishing to pay by cheque must be accompanied by written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale, date and the amount up to which their cheque will be honoured.

REMOVAL OF LOTS - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by Friday 12th June 2009.

LOADING FACILITIES - Loading facilities will be available on sale day until 4pm only. Loading outside these times will be strictly by arrangement with the Vendors. Any lots remaining after Friday 12th June 2009 will be re-sold (see section 11 of the Conditions of Sale). The Joint Auctioneers and Vendor will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all purchasers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

BUYER'S FACILITIES - All potential purchasers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

BUYER'S PREMIUM - A Buyer's premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 15%

VAT - VAT will be payable on all lots in addition to the hammer price at the standard rate. The vendors VAT number is 214 6489 59

CONDITIONS - The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective purchasers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

REFRESHMENTS – A caterer will be available on the sale day.

COMMISSIONS - The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

ENGINE HOURS - Neither the vendors nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

FORTHCOMING SALES - If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

CATALOGUE ENTRIES - Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING – Tuesday 2nd May 2009 (10am-4pm) and on the morning of the sale.

EXPORT OF GOODS - All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated August 2006– Exports and removals of goods from the United Kingdom.
 - b) VAT Notice 725 dated October 2002– The Single Market.
 - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
 - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
 - c) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

Unless and until the above requirements are fulfilled Buyers will be charged VAT at the United Kingdom standard rate (currently 15%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

General Equipment

Lot

- 1-50 Quantity of spare parts and equipment
- 51 **Lister Petter** single cylinder diesel engine
- 52 Steel feed hopper to fit pallet forks
- 53 Pair of **Superking** 16/70/20 wheels and tyres
- 54 **Kleber** Super 50 rowcrops to fit Ford 6610
- 55 Belt driven saw bench on heavy duty cast iron frame
- 56 **Lingarden** drain jetter
- 57 3ph Cyclone type fan
- 58 Quantity of GI grain laterals
- 59 Quantity of GI grain laterals
- 60 'A' shaped steel grain tunnel
- 61 3pt linkage timber lift
- 62 **Wytrac** 3ph elevator and hopper
- 63 **Parmiter** elevator and hopper
- 64 **Fyson** 3ph elevator
- 65 Quantity of 4" irrigation pipes
- 66 Quantity of 4" irrigation pipes
- 67 Quantity of 5" irrigation pipes
- 68 Quantity of 5" irrigation pipes
- 69 - 75 Spare Lots

Implements

- 76 3pt Linkage transport box
- 77 **Slewtec** mounted telescopic bale spike
- 78 6' Mounted flail toppler
- 79 **PZ** Zweeger 300 tedder
- 80 **Farm Force** 4m drill mate, FDM 4000, SN: 488 08
- 81 **Lynx** 4m hydraulic folding front press c/w leading tines, SN: L4045 TF
- 82 2004 **KRM** R600 6m pneumatic drill c/w following tines, SN: 04/6R09101
- 83 **Bomford** 4.5m hydraulic folding pigtail drag
- 84 **Claas** WM185 twin drum mower, SN: 335-1715
- 85 **Carrier** 3m TD 0160 Terra disc c/w crumbler roller
- 86 **Hestair Farm Equipment Ltd** 10 row sugar beet drill with **Horstine Farmery** applicators c/w low loader trailer
- 87 **Simba** Top Tilt II TTW/3.5/P c/w packer roller, SN: 86389068
- 88 c.18' **WJ Cooper** pigtail drag, hydraulic folding model No: 28012
- 89 6' Mounted onion toppler
- 90 **Claas** Rollant 46 round baler c/w net wrap
- 91 6m triple gang hydraulic folding rolls
- 92 **Peter Allen Rotafeeder** 4T trailed pig feed dispenser model no: 4TFD
- 93-98 Spare Lots

Potato Equipment

- 99 **Tong** 1T potato skip
- 100 **Cousins** ridger
- 101 **Rumpstad** bedformer model 3FZ, type no 869/9
- 102 **Hoekstra** ASA lift windrower
- 103 **Key Ag** 2 row potato planter, model VL18BP
- 104 1989 **Grimme** Mustang de-stoner
- 105 **Haith** 1.5t bag hopper
- 106 1997 **Grimme** DL1700 Variant potato harvester SN: 46001080
- 107 Onion kit to fit above
- 108 **Tong** Caretaker mobile grader, 3ph, c.6' picking table, hopper, coils and star cleaners
- 109 **Tickhill** oversize grader
- 110 **Kaskad** irrigator reel, 350m x 90mm, turntable c/w gun
- 111 Inter row dam dyker
- 112 Spare Lot

Trailers

- 113 2 wheel car trailer, wooden sided 7.5/16 wheels and tyres
- 114 5th wheel bogey
- 115 2 wheel tipping trailer as found
- 116 c. 15' 4 wheel bale trailer
- 117 c. 22' 4 wheel bale trailer
- 118 c. 27' 4 wheel bale trailer
- 119 8t twin axle grain trailer
- 120 **Marston** 8t grain trailer
- 121 **Michael Brunton** twin axle 8t grain trailer
- 122 **Michael Brunton** twin axle 8t grain trailer
- 123 **Glendale Engineering** livestock trailer, c. 6' x 17', hydraulic lift

Combine

129 2001 **New Holland** TX 68 Plus
2,276 Engine hours, 1,956 drum hours
24' cut, yield meter
Straw chopper
Chaff spreader
Mekanag header trailer
Goodyear 800/65R R32 fronts
600/40 /22.5 rears
First registered: 08/08/01

Reg No: Y802 KBL

**Included by kind permission on behalf of the Exors of Mr G A Smith Dec of
Stainton House, Waddingham**

130-199 Spare Lots
200 Quantity of pig troughs
201 Quantity of pig troughs
202 Finger bar mower
203 Finger bar mower
204 **Howard** rotovator
205 Spring tine drag
206 Spring tine drag
207 Chain harrow
208 **Vicon** Acrobat
209 **Ferguson** single furrow plough
210 **Ferguson** 3 furrow plough
211 **Ferguson** 3 furrow plough
212 **Ferguson** beet lifter
213 **International** 440 conventional baler
214 Bale trailer
215 Bale trailer
216 Bale trailer
217 Bale trailer
218 Bale trailer
219 Bale trailer
220 1995 Grey **Ferguson** TEF 20 Diesel 2wd
SN: TEF444034

Reg No OYG 285

221 1954 Grey **Ferguson** TEF 20 Diesel 2wd
SN: TEF368239

Reg No WFO 430

222 **Massey Ferguson** 135 2wd,

1,450 recorded hours
Pick-up hitch
Duncan Cab
First Registered 06/02/74

Reg No PBE 556M

Further entries on behalf of other local vendors

- 223 Kawasaki KVF 360 quad bike **(This entry has been withdrawn)**
224 Shelbourne Reynolds pick up header

2 No Galvinised steel gates
Twin axle stock trailer
Pair row crop wheels and tyres 9.5 / R44
KRM Opti press

Coventry Climax Forklift
Grain bucket
Pallet forks
Not registered

1955 **Fordson** Major 2wd
C/w fore end loader

Reg No: MFU 327

1986 **Ford** 7910 4wd

Reg No: C345 DAG

2000 **Valmet** 6800 4wd
7800 recorded hours
Front Linkage & PTO
Air conditioning

Reg No: W942 KFW

Additional Entries Likely

CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION
(with buyer's premium)

1 DEFINITIONS

In these conditions the following terms have the following meanings unless inconsistent with the context:

"Auctioneers" means Brown & Co – Property and Business Consultants LLP ('Brown & Co')

"Buyers Premium" means the premium charged to buyers on purchase of Lots

"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

"Sale ground" 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 Vendor at which any Lot is to be sold at the sale
Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes 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 Sale ground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Sale ground 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 Sale ground.

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 or 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 18.

7 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.

8 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.

9 BIDDING

(i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.

(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 bidding 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 20).

(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.

10 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 Auctioneer's 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.

11 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 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 and shall be dealt with as in Clause 19.

(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 10 and 11 (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.

12 RESPONSIBILITY FOR LOTS

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

13 BUYER'S PREMIUM

The Auctioneers will charge purchasers a Buyers Premium of 5% (plus VAT) on the hammer price of each and every Lot purchased

14 VALUE ADDED TAX ON PURCHASE PRICE

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

15 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 rely on their own judgement 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 same 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.

16 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 authorization necessary before such vehicle or trailer can be used on the road.

17 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.

18 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 Sale ground 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 may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

19 RESALE DUE TO FAILURE OF COMPLIANCE

(i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

(iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.

20 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 of Lots.

21 REMOVAL OF LOTS FROM SALE GROUND

(i) All Lots whether sold or unsold may not be removed from the Sale ground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' Offices. All Lots must be checked out by a Representative of the Auctioneers.

(ii) All Lots purchased must be cleared from the Sale ground within nine days of the date of the Sale in which they were purchased.

(iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Sale ground for longer than the times specified in clause 21 (ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Sale ground.

22 APPLICABLE LAW

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

Golden Oldies beat the Credit Crunch

A large crowd of eager buyers arrived at Brown & Co's recent machinery auction at Old River Farm, Tilney All Saints, King's Lynn to witness a classic sale of low-houred and well-maintained equipment.

The sale, which featured over 250 lots, came about due a change in mechanisation policy on the farm, resulting in a sale of surplus equipment including five Massey Ferguson tractors and two Caterpillar crawlers.

Bidding was fierce for the 1980 Massey Ferguson 590 4wd which topped out at £7,200 while the smaller 1984 Massey Ferguson 250's, with a mere 3,128 and 2,266 hours, realised £4,600 and £5,450 respectively. The star lot for the day proved to be the Caterpillar D6D VHP crawler with the hammer falling at £16,200 while its smaller counterpart the Caterpillar D4E VHP also performed well at £9,800.

An unexpected surprise within the sale was the 1972 Dodge commercial lorry which found a new home for £3,400, a restoration project in the making!

"An extremely successful sale of classic equipment," commented Brown & Co auctioneer Chris Purlant. "Look after your equipment and it will repay you well in the future whether modern or classic."

Brown & Co's next farm machinery auction is at Beck Bank, Gosberton Clough, Spalding on 21st March 2009. For further information visit www.brown-co.com.