

On instructions from Messrs Peacock & Binnington and other vendors

Brigg Collective Auction of Modern Farm Machinery

at

The Old Foundry, Bridge Street, Brigg, North Lincolnshire, DN20 8NR.

on

Friday 4th December 2009
commencing at 10.30am prompt

Viewing: Thursday 3rd December 2009 (10am-4pm) and 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 Daniel Jobe – 07813 646619

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www.brown-co.com

PURCHASERS PLEASE NOTE

LOCATION – The Old Foundry is situated in Brigg some five miles from Junction 4 of the M180 Motorway which links to the M18 and M62 Motorways. See plan in catalogue. “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 11th December 2009. Lots will not be able to be removed from the salefield on Saturday after 12pm.

LOADING FACILITIES - Loading facilities will be available on sale day until 4.30pm only. Loading outside these times will be strictly by arrangement with the Auctioneers. Any lots remaining after Friday 11th December 2009 will be re-sold (see section 11 of the Conditions of Sale). The Auctioneers and Vendors 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 – The Auctioneers will charge a **Buyers Premium** of 5% (plus VAT) of the hammer price

VAT - VAT will be payable on all lots in addition to the hammer price at the standard rate unless otherwise stated.

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.

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.

REFRESHMENTS – A caterer will be in attendance on sale day.

FORTHCOMING SALES - If you wish to receive catalogues of future sales, please leave your name and full address and preferably email 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.

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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.

**Please note this catalogue is prepared with entry forms received by
09/11/09 - Further quality entries are therefore expected.**

Tractors

2006 **Massey Ferguson** 7480-VT 4wd

3522 recorded hours

Cab suspension

3 spool valves

540/65 R28 fronts

650/65R38 rears

Reg No: FX06 HCF

2002 **Massey Ferguson** 8220 Power Control 4wd

6167 recorded hours

Front axle suspension

Power control

420/ R42 fronts

20.8/ R42 rears

Reg No: FY02 MHF

1997 **John Deere** 6800 4wd

9000 recorded hours

Air conditioning

Front linkage

540/R28 fronts

650/R38 rears

Reg No: R269 UCH

1992 **Massey Ferguson** 3115 Datatronic 4wd

c.7000 recorded hours

3 spool valves

Pick up hitch

Reg No: K682 STL

Yanmar 1601 compact tractor

861 recorded hours

Not registered

Kubota B6000 compact tractor 4wd

Not registered

1975 **Ford** 2000 2wd

2573 recorded hours

Reg No: LVL 443P

1973 **Same** Saturno 80 4wd

Reg No: NVN 854N

Nuffield 460 2wd
Live Drive

Reg No: TJL 667

Loaders

1998 **JCB** 530/70 Farm Special Turbo
10382 recorded hours
Pick-up hitch
17.4L/24 tyres

Reg No: R434 LFW

1996 **Sanderson** T26 Teleporter

Reg No: P170 TTL

1988 **Sanderson** T2 1130
9247 recorded hours

Not registered

Bonser commercial forklift
Diesel

Not registered

Vehicle

1993 7.5T **Man** horse lorry, day living accommodation

Trailers

3T tipping trailer
10T twin axle grain trailer
Ifor Williams 3.5T plant trailer
High lift trailer
Ferguson 3T trailer
Double horse box
c.12T **Cravens Homalloy** grain trailer, aluminium body, easy sheet

Sprayers

1996 **Househam** Sprint 24m self propelled sprayer
4100 recorded hours
2000ltr tank
Induction hopper
Row crop & flotation wheels and tyres

Reg No:XXXXX

1998 **Chafer** Mirage 24m self propelled sprayer
2500ltr stainless steel tank
Induction hopper
Twin line
Triple nozzles & fertiliser nozzles included
Delta 3 rape governor
Row crop & flotation wheels and tyres

Reg No: S528 BFW

1998 **Hardi** 24m trailed sprayer, 2400ltr tank, multi tracking, rinse tank, induction tank, single line triplex nozzles, 270/95 R44 tyres

Cleanacres Airtec Sprayer, 2000ltr tank, tracking drawbar, 11.2/R44 & 16.9/R24 tyres

Chafer 18/20m mounted sprayer

Potato Equipment

Reekie RHT 1705 bed tiller

Reekie bed tiller

Wytrac potato elevator

Reekie potato ridger

5kg/14lb **Novotechnics** Ltd double potato weigher

Implements

2004 12T **Bunning** Lowlander muck spreader

Vallely 3000 gal Vacuum tanker c/w 3 point linkage for injector

Vicon Round baler

Stanhay bean drill & front hopper

3 Leg heavy duty subsoiler c/w flexicoil packer

Howard 4 leg paraplough

Teagle Superted 2.2m swath conditioner

Farm Force 1.5m Ring Press

2000 **Greenland** Rotaflow RS-XL fertiliser spreader

Kuhn 1141 fertiliser spreader c/w telemat

4m **Cousins** harrow

6m **Massey Ferguson** spring tine harrow

Sitrex FS fertiliser spreader

KRM 40' fertiliser spreader with tank extensions

Kuhn TBE211 mower

3m **Lely** Roterra 33 Series power harrow and combi pneumatic drill

Landmec 390 Haybob

Krone 7.78 Tedder

2004 **Maschio** 4m DM power harrow

Lemken EurOpal 8 7furrow plough, slatted mouldboards

Ransomes 3F plough

1.5m flexicoil furrow press

Lemken hydraulic press arm

6m **Edlington** hydraulic folding Cambridge rolls

Bomford chistel drag

Sabre chistel drag

Farm Force 4m drill mate c/w rubber tyre packer

Wessex Carroy flail mower

D.W. Tomlin Turf mole drainer

4.5m **Petit** Discs, rear draw bar, hydraulic folding

4m **Dowdeswell** power harrow c/w packer roller

Amazone Jet 1504 18m boom fertiliser spreader

3m **Ransomes** Discs

Simba tool carrier

Hydro Cut Giraffe hedge cutter c/w saw blades and flail

2008 **Dragon** flail deck to fit front/rear linkage

Spearhead 2.5m pasture topper
Kongskilde spring tine drag
Webb 6 row sugar beet hoe
Spring tine sugar beet hoe
PTO driven road brush

General

CTM Super 120 cleaner loader
Fendt Grain bucket
JCB grain pusher
McConnel speedy toetip grain bucket
Blair self loading feeder/root cutter
Cleanacres 2000 ltr chemical mixer tank
Titan 2500 ltr bunded fuel tank
Poluson 2T big bag handler to fit **Caterpillar** Telescopic
2002 **Pegson** VS100 4" water pump c/w Deutz diesel engine, silent pack
Hydraulic ram log splitter
Bom 2T front linkage to fit **Massey Ferguson** 8220
TA40 Heater
29KW Axial flow fan
2 No **Carrier** drier fan units
3m crumbler roller
Wragg post knocker c/w rock spike
PTO drive compressor
Gain blower fans
Qty grain augers
600 gal diesel tank

**FURTHER ENTRIES OF QUALITY FARM MACHINERY ARE
EXPECTED AND INVITED SEE OUR WEBSITE AT:**

www.brown-co.com

FOR UPTO DATE CATALOGUE

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.

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 seven 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.

FORTHCOMING MACHINERY AUCTIONS

11th March 2010 Dispersal Sale by Auction of Combine Harvester, Tractors, Farm Machinery
& Equipment – Manor Farm, Binham, Fakenham, Norfolk, NR21 0DE

Contact: Simon Wearmouth on 01603 598251 simon.wearmouth@brown-co.com

