

By Direction of S L Rushbrook & Sons with Included Lots

FARM MACHINERY DISPERSAL SALE BY AUCTION

A farm dispersal sale of machinery and equipment to include:-

MF 375, MF 165 c/w loader, Claas Dominator 85 Combine,
Cultivation Equipment, Trailers and
Various Tools, Equipment & Spares etc.



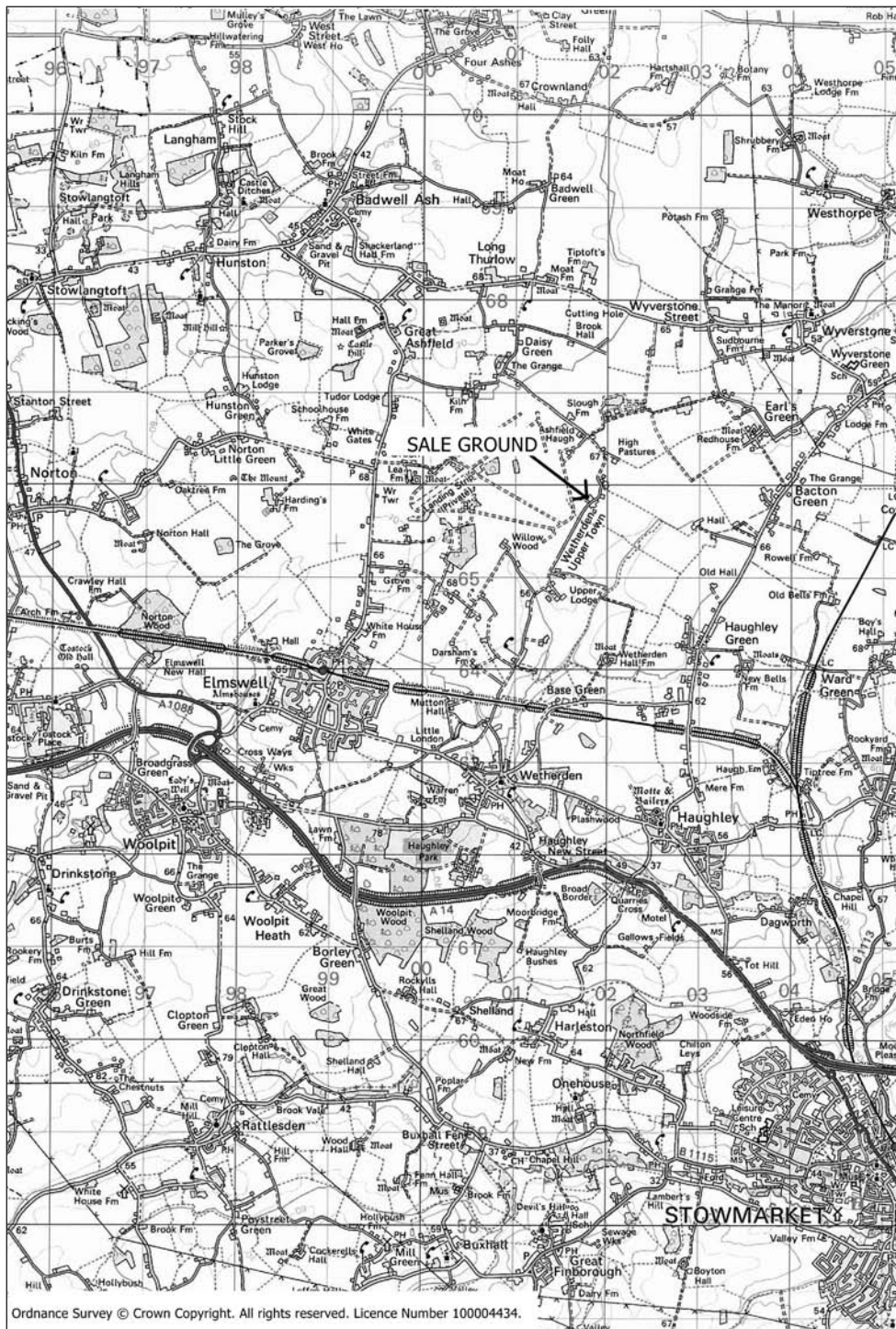
UPPER TOWN FARM
WETHERDEN, STOWMARKET
SUFFOLK IP14 3NG

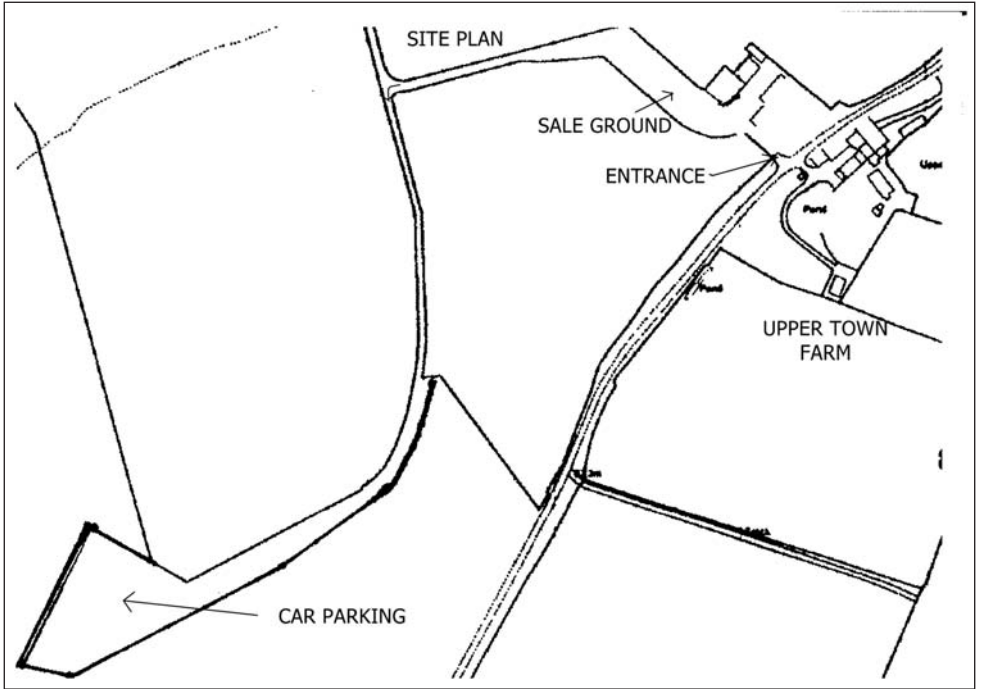
SATURDAY 27th MARCH 2010 AT 10.30 AM

Viewing Friday 26th March 2010 9 a.m. to 4 p.m. and morning of sale.

MARKET PLACE, STOWMARKET, SUFFOLK, IP14 1DN

TEL. 01449 612384 FAX. 01449 677185 EMAIL PSCARFF@LSK.CO.UK





Situation

Upper Town Farm is situated about 4 miles to the north of Stowmarket between Wetherden and Wyverstone.

Turn off the A14 at the Elmswell junction and proceed through the village of Elmswell entering into Wetherden. Upon entering Wetherden turn left at the junction before the Maypole Public House continue past the Church and take the road straight ahead signposted Wetherden Upper Town. Continue along this road for about 2 miles and Upper Town Farm will be found on the left hand side of the road.

Parking arrangements will be signposted on the sale day. "To the Sale" and "Car Park" signs will be erected on the day.

Viewing

Friday 26th March 2010 from 9 am to 4 pm and day of sale.

Order of Sale

The sale will commence at 10.30 am and will proceed in Lot number order unless otherwise specified on the day.

VAT

VAT will be added to the purchase price of all lots unless otherwise announced during the course of the sale.

Removal of Items

All lots must be removed from the sale ground within three working days and are at the risk of the purchaser. A pass must be obtained to remove an item from the sale ground. There will be a loading facility on the sale day and by prior appointment only on the following Monday. The purchaser will be given four weeks from the sale date to remove any fixed equipment. The auctioneers would be pleased to give purchasers contact details for a local haulier who could assist in the removal of items.

Commission Bids

The auctioneer will be pleased to execute written commission bids on behalf of persons unable to attend the sale.

Payment

At the fall of the hammer all lots shall be the sole risk of the purchaser. Persons who are unknown to the auctioneer and wishing to pay by cheque should bring to the sale an appropriate letter of credit from their bank. Alternatively they may instruct their bank to write or fax the auctioneers at the Stowmarket office (01449 677185) confirming that the cheques will be honoured to a predetermined figure. Unless this procedure is followed items may not be removed until cheques are cleared.

Please note that the Auctioneers cannot accept payment by credit/debit card at the sale ground

Buyers Numbers

All potential purchasers are required to register prior to the sale. They will then be allocated a buyers number for the sale.

Refreshments

Light refreshments will be available on the sale day.

SALE DAY TELEPHONE NUMBER 07801 188214

MISCELLEANOUS & SPARES

- 1 Quantity of scrap
- 2 Vicon Power Harrow for scrap
- 3 Circular pig troughs
- 4 Circular pig troughs
- 5 Circular pig troughs
- 6 Stainless steel pig feeder
- 7 Stainless steel pig feeder
- 8 Stainless steel pig feeder
- 9 Pig weigher
- 10 Poultry hut on four wheel frame
- 11 Quantity of hessian sacks
- 12 Quantity of hessian sacks
- 13 Bomford Mill
- 14 Anderson shelter

- 17 About 180 bricks to include some Woolpit Red bricks
- 18 Galvanised water tank circa 40" x 48" x 72"
- 19 Marstig spring tine harrow spares
- 20 Quantity of Ransome plough spares
- 21 Quantity of Ransome plough spares
- 22 Quantity of power harrow tines for Vicon
- 23 Sack lifter
- 24 Mig welder
- 25 Ford PTO pulley
- 26 E27N vintage screw jack
- 27 Vintage screw jack
- 28 Gas welding gauges and bottle trolley
- 29 4hp single phase electric motor
- 30 1.25 hp electric motor
- 31 2 grain cooling spears
- 32 6 grain cooling pedestals
- 33 3 grain ventilation single phase electric fans
- 34 Martin Lechman grain thermometer
- 35 Augerveyor 4" screw auger 27'on tripod wheeled frame
- 36 3½ " screw auger 21'
- 37 3½ " screw auger 21'
- 38 3½ " sieve auger 16'
- 39 3½ " sieve auger 16'
- 40 15' auger

- 42 PTO driven tractor mounted cement mixer
- 43 Kongskilde pre cleaner

- 49 Stihl farm boss D38 AVS chainsaw
- 50 Tanton tornado gas banger
- 51 Rabewerk press arm and furrow carrier brackets
- 52 Galvanised cattle weigher
- 53 Stihl D11 AV chainsaw
- 54 McCormick Filters
- 55 Clarke compressor
- 56 Fiat air breather filters
- 57 Galvanised water tank
- 58 New Simba DD 700 rings
- 59 Cat III top link
- 60 Pallet of tillage parts
- 61 Pallet of tillage parts
- 62 Dowdeswell press arm
- 63 Take put ram
- 64 Misc. filters

AGRICULTURAL IMPLEMENTS & MACHINERY

- 65 Cousins single leg sub soiler
- 66 Ransomes TS102 two furrow reversible plough 14" UCN mechanical
- 67 Ransomes TS103 three furrow reversible plough 13" UCN hydraulic
- 68 Ransomes TS300 series three furrow reversible plough 14" UCN hydraulic
- 69 Ransomes FR59 four furrow YL183 with spare leg
- 70 Set of Cambridge triple rolls
- 71 Set of Cambridge triple rolls
- 72 16' Marstig spring tine harrow manual folding
- 73 Vicon 15' reciprocating power harrow
- 74 Ransomes 10' two row 13 tine cultivator
- 75 Set of Ransomes discs 10'
- 76 Set of Parmiter discs 10'
- 77 SKH 3.5m rotary power harrow with packer
- 78 MF 30 3m corn drill with tramline kit
- 79 Alman 12m tractor mounted 1,000l sprayer with manual folding booms
- 80 McConnell tractor mounted ditcher complete with 48" bucket
- 81 5½ " ditching bucket

- 82 11" ditching bucket
- 83 28" ditching bucket
- 84 Ugerlose tractor mounted straw chopper
- 85 Vicon acrobat
- 86 Allis Chalmers 200 vintage bailer

- 88 MF 5' finger mower
- 89 Flat eight bale accumulator
- 90 Cousins 14' levelling harrow
- 91 Browns single leg sub soiler
- 92 Hyd cement mixer
- 93 Fyson Elevator single phase
- 94 Massey Ferguson 4m 30 drill with transport trailer
- 95 12 row Webb beet drill with transport trailer
- 96 Box of combine spares Class
- 97 Broomwade compressor with Fordson Major engine
- 98 Webb 6 row drill for spares
- 99 Farmhand 4m seed drill
- 100 12m sprayer Allman 950 + 550l front tank

WHEELS & TYRES

- 115 Pair of spade lug wheels
- 116 Pair of 12 x 36 stock dual wheels
- 117 Pair of 12 x 36 stock dual wheels
- 118 Pair of 11.5 x 15" flotation wheels and tyres
- 119 6.00 x 16 wheels and tyres on axle
- 120 Pair of 7.00 x 20 wheels and tyres
- 121 Pair of 6.00 x 36" Rowcrop wheels and tyres

- 124 Drill flotation wheels
- 125 Pair 8.3/46 row crop wheels
- 126 Pair 66/43/24 terra tyres
- 127 Pair 9.5/48 row crops
- 128 Pair 7.50/20 front tyres
- 129 Pair 16.9/24 tyres

TRAILERS

- 130** Massey Ferguson 6.5 ton steel drop sided single axle grain trailer
- 131** 1951 Robert Keen 3 ton trailer manual tipping complete with ladders
- 132** 1984 Brian Legg 8.5 ton steel monocoque tandem axle grain trailer

- 140** 6 ton Pettit trailer
- 141** Fuel bowser 250 gallon with 12v pump
- 142** Western 10 tonne dump trailer

TRACTORS & HARVESTERS

- 145** MF 375 four wheel drive tractor. Registration K937 FEW. 5,890 recorded hours. Owned from new.
- 146** MF 165 2 wheel drive tractor with flexicab, spool valves, new 11 x 32 tyres, horndraulic power loader, c/w muck form. 9,800 hours. One previous owner. Reg URT 473M.
- 147** Beet bucket for horndraulic loader
- 148** Dirt bucket for horndraulic loader
- 149** Horndraulic grain bucket circa 5' wide
- 155** Claas Senator 85 combine harvester with 14' header. Benz engine. Registration OGV 188P.

STANDARD TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1 In these conditions the following terms name the following meanings:

"Auctioneers" means Lacy Scott & Knight of 10 Risbygate Street, Bury St. Edmunds, Suffolk IP33 3AA and Market Place, Stowmarket IP14 1DN
"Commission" means the commission charged on the sale of lots in accordance with clause 2 below.
"Conditions" means the standard terms and conditions of business set out in this document.
"Lot" or "Lots" means all machinery and all other items sold or intended to be sold in accordance with these conditions.
"Purchaser" means a person, firm or company who purchases lots.
"Vendor" means any person, firm or company who puts forward lots intended to be sold at the Sale.
"Sale" means the sale of the lots by auction from time to time organised by the Auctioneers.
"Sale Day" means the day fixed by the Auctioneers for an auction referred to on the cover of the catalogue and where the context so requires means the day fixed for the auction in which a particular lot is entered.
"Saleground" means the venue referred to on the cover of the catalogue
"Reserve Price" means the minimum price fixed by either the Auctioneers or the Vendor at which Lots are to be sold at the Sale.

- 1.2 Except where the context otherwise requires words denoting the singular include the plural and vice versa. Words denoting one gender include all genders. Words denoting persons include corporations and vice versa.

2. COMMISSION

- 2.1 The Vendor shall pay commission together with entry fees at the rate previously agreed:
2.2 VAT at the standard rate will be charged on all commissions.
2.3 Commission at the rate specified in Clause 2.1 above together with entry fees will be payable by the Vendor on all lots sold privately at the saleground.
2.4 The Auctioneers reserve the right to charge an unsold fee of 1% (plus VAT) of the reserve price for any unsold lot.

3. REPLACEMENT LOTS

- 3.1 Any Lot in the Sale marked with a lot number followed by an X denotes that the description of that particular Lot is different from the original Lot as shown in the catalogue. This Lot may be a replacement of the original as catalogued or there may be an alteration of its description. Therefore, any items marked with a Lot number followed by an X must not be connected with the original Lot number in the catalogue and its description will be absolutely as given out by the Auctioneer at the time of sale. The addition of an X to a Lot will cancel the original entry as shown in the catalogue.

4. ENTRY OF LOTS FOR SALE

- 4.1 All Lots must be delivered to the Saleground in accordance with the terms of the Schedule set out on the Auctioneers entry form, copies of which are available from the Auctioneers.
4.2 Unless otherwise agreed by the Auctioneers no entries can be accepted on the day of the Sale.
4.3 All Reserve Prices must be set out in writing and submitted to the Auctioneers otherwise no responsibility can be accepted by the Auctioneers for errors in respect of a Reserve Price.
4.4 If a Lot remains unsold following the sale for which it has been entered and remains on the Saleground the Auctioneers reserve the right to sell such Lot at the reserve price without any further consultation with the Vendor.
4.5 All Lots brought into the Saleground must be offered for Sale by auction and must not be sold privately before the Sale. In the event that any private transactions take place following a Sale whilst the lots remain in the Saleground they must be notified to the Auctioneers. Such transactions will be treated as a sale of the lots by the Auctioneers.
4.6 Following the sale of any tractors, vehicles and other self-propelled machines the Auctioneers shall not pay over the purchase price to the Vendor until such time as the Vendor has given to the Auctioneers the registration book or certificate of non registration of such tractors, vehicles or other self-propelled machines. Application forms for certificates of non-registration can be obtained from the Auctioneers.
4.7 The Auctioneers reserve the right to annul and cancel any sale where the Vendor has stated on the entry form that the V5 registration document is supplied and whereupon the said document is not delivered to the Auctioneers within fourteen days of the Sale Day. The Auctioneers also reserve the right to apply for a duplicate V5 registration Document and charge the Vendor the DVLA fee for such a duplicate together with an administration fee equivalent to 30% plus VAT of the DVLA charge. Where the Vendor does not show the V5 Registration Document being supplied, these charges will not apply. In the event the sale is rescinded, the Vendor will be responsible for any cost of transport incurred in the Lot(s) being transferred to or from the Saleground or any other agreed location.

5. VALUE ADDED TAX ON PURCHASE PRICE

- 5.1 VAT at the standard rate will be added to the purchase price of all lots marked unless otherwise stated. The only exceptions to this will be in the case of zero rate or exempt lots. The Auctioneers will state at the time of sale any lots which fall into these exceptions. Items not subject to VAT are marked # in the catalogue.
5.2 In the case of overseas Purchasers from EC countries, they will be required to supply the Auctioneers with their VAT/FISCAL NUMBER AND OTHER RELEVANT INFORMATION AS REQUESTED in order that the items may be invoiced at zero rate for VAT purposes. Where THIS INFORMATION IS NOT MADE available or where the Purchaser is not VAT registered, VAT at the standard UK rate will be charged in addition to the purchase price of all relevant lots. THIS AMOUNT WILL NOT BE RECOVERABLE. It is the responsibility of overseas Purchasers from EC countries to ensure that they or their haulier complete and sign a COLLECTION CERTIFICATE at the Auctioneers office on collection of goods purchased. Failure to do so will result in VAT becoming payable at the standard UK rate and this VAT will NOT BE RECOVERABLE.
5.3 In the case of overseas Purchasers from Non EC Countries they will be required to pay a VAT deposit equivalent to the standard UK rate of VAT. Such amount will be refunded to the Overseas Purchaser if the Auctioneers receive within three months of "the time of supply" a satisfactory Bill of Lading or Certificate of Shipment as proof of shipment of the lots outside the EC, failing which the VAT deposit will be paid over to Customs & Excise as VAT.

6. RESERVE PRICE AND BIDDING

- 6.1 The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot.
6.2 The Vendor may bid for any lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any lot at any time before the sale of such lot.
6.3 The Auctioneers may without giving any reason refuse to accept the bidding of any person. In the case of a dispute as to any bid the Auctioneers may determine the dispute or put up the lot again at the last undisputed bid or withdraw the lots.
6.4 No person may advance less at a bid than the sum to be named from time to time by the Auctioneers, nor be allowed to retract a bid.
6.5 The highest bidder for each lot shall be the Purchaser of that Lot, subject to any Reserve Price.
6.6 The Auctioneers may accept written instructions to bid on behalf of any person unable to attend the Sale, but any instructions accepted shall be at the sole risk of the prospective Purchaser who will be deemed to have inspected the Lot(s). The Auctioneers accept no responsibility in connection with the commissioning of their staff to bid on the Lot(s) or for the failure of any telecommunications relating to the bids made.

7. AUCTIONEERS AS AGENT FOR VENDOR

- 7.1 The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
7.2 In the event that a Purchaser fails to pay the purchase price for the lot in accordance with these conditions and the Auctioneers have previously advanced to the Vendor of such lot an amount representing such purchase price the Vendor shall forthwith at the request of the Auctioneers assign all and any rights against the Purchaser in respect of the unpaid purchase price to the Auctioneers and shall execute such documents as may be required by the Auctioneers to give effect to such assignment and further, shall give reasonable co-operation to the Auctioneers in any action, claim or proceeding brought or threatened by the Auctioneers against the Purchaser.
7.3 The Auctioneers do not warrant the Vendor's title to any lot and the latter will be sold with such title as the Vendor has. The Vendor warrants that either all items sold are not subject to any form of Hire Purchase or Lease or that he has obtained written permission to sell such items and in the event of such permission not being obtained he will return to the Purchaser the bid price in full.

- 8. RISK**
8.1 All lots remain at the Vendor's risk until sold and following such sale be at the Purchaser's risk.
- 9. REMOVAL OF LOTS FROM THE SALEGROUND**
9.1 All lots whether sold or unsold may not be removed from the Saleground without a pass for the removal of the lots. Passes can be obtained from the Auctioneers office.
9.2 All lots purchased must be cleared from the Saleground within four days of the Sale Day unless otherwise stated at the time of the Sale.
9.3 The Purchaser is on risk once the hammer falls and is strongly advised to effect insurance at once. Upon the fall of the hammer the Purchaser shall assume all risks in and relating to such lots. The Purchaser is advised to effect in respect of all such risks arising thereafter any insurance it may consider necessary. The duty of the Auctioneer and/or the Vendor to deliver lots shall be deemed performed upon the fall of the hammer even if a lot is subsequently and/or part thereof has been lost.
9.4 All lots remaining unsold must be cleared from the Saleground within seven days otherwise will be deemed to be abandoned and the Auctioneers will be entitled to dispose of such abandoned Lots at their unfettered discretion. For the avoidance of doubt, any monies arising from such disposal(s) will be paid to and retained by the Auctioneers.
- 10. DETAILS OF PURCHASERS**
10.1 All potential purchasers are required to registered prior to the Sale to obtained a buyers number. Those with permanent numbers are required to sign in prior to the Sale.
- 11. EXCLUSION OF LIABILITY**
11.1 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss or damage whatsoever to any property whenever incurred before during or after the Sale.
11.2 The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of personal injury or death of any person ensuing 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.
- 12. PAYMENT**
12.1 All lots must be paid for on the Sale Day by the Purchaser. The Auctioneers reserve the right to charge the Purchaser interest at 8% above the prevailing base rate set at that time by the Bank of England for any unpaid account. If an account remains unpaid and legal action is taken the auctioneers reserve the right to demand in full from the purchaser all legal and professional fees owing from such auction.
12.2 In order to comply with the Money Laundering Regulations 2003 the Auctioneers are no longer able to accept cash payment for sums in excess of £10,000. This includes single payments and multiple payments amounting to this sum.
12.3 Unpresented cheques £10 or under will be transferred after six months to the Auctioneer's charity account and distributed at their discretion. Larger sums will be similarly transferred but retained for six years before distribution.
12.4 All monies taken at the Sale will be treated as client's money and banked in the Auctioneer's RICS approved client account held with Lloyds TSB, Bury St Edmunds. This is a non interest bearing account.
- 13. INSPECTION OF GOODS**
13.3 Unless a warranty is specifically given for a particular lot at the time of sale all lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to the sale of the lot as to the condition of each lot and should exercise and rely on their own judgement as to whether the lots accord with the 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.
13.4 The Auctioneers may at their discretion or upon the instruction of the Vendor alter or withdraw all or any lots referred to in the auction catalogue up to the moment at which the hammer falls in relation to such lot(s).
13.5 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 sold with the 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.
- 14. RESERVATION OF TITLE**
14.1 If the Auctioneers allow the Purchaser to remove the lot from the Saleground before the Purchaser has made full payment for the lot then title to the lot shall remain vested in the Vendor.
14.2 If the Auctioneers pay the Vendor the price of the lot before the Purchaser has paid the price to the Auctioneers title to the lot shall pass from the Vendor to the Auctioneers and shall remain with the Auctioneers until full payment has been made by the Purchaser to the Auctioneers, when title shall pass to the Purchaser.
14.3 Notwithstanding that the title has not passed to the Purchaser all risk of damage to the lot shall pass to the Purchaser immediately upon sale (the fall of the hammer).
14.4 The Purchaser shall until payment has been made in full keep the lot in good marketable condition and readily identified and shall indemnify the Vendor or the Auctioneers as the case may be for any damage.
14.5 In the event of any sale by the Purchaser of a lot before full payment has been made the Purchaser shall hold the proceeds of such sale on trust for the Vendor or the Auctioneer (as the case may be) and shall pay such proceeds into a separate identifiable bank account.
14.6 At any time before the title to the lot has passed to the Purchaser, the Vendor or the Auctioneers (as the case may be) including the Auctioneers acting as agents for the Vendor, shall have the right to enter upon the Purchasers property for the purposes of recovering the lot.
- 15. ELECTRICAL GOODS**
15.1 No electrical goods have been tested and may only be bought by trade Purchasers.
- 16. NOTIFICATION OF DEFECTIVE LOTS**
16.1 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 noon on the Friday following the Sale at which the lot was purchased.
16.2 The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their firm or any person in their employ whose decision shall be final and binding on the Vendor and Purchaser.
- 17. COMPLIANCE WITH ROAD TRAFFIC ACT**
17.1 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 authorisations necessary before such vehicle or trailer can be used on the road.
- 18. AUCTIONEERS RIGHT TO ANNUAL SALE**
18.1 In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser the Auctioneers may at their discretion, annul and cancel the sale of such lot or lots.
- 19. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY**
19.1 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.
- 20. TRADE DESCRIPTIONS ACT 1968**
20.1 The Vendor is reminded that under the Terms of the Trade Descriptions Act 1968 the Vendor of any lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

NOTES

