



**MAXEY  
GROUNDS**

## **SALE BY AUCTION**

**WEDNESDAY 1<sup>st</sup> MARCH 2023 at 11:00 hrs**

**AT  
QUAKER FARM  
HIGH ROAD  
TILNEY CUM ISLINGTON  
KING'S LYNN  
NORFOLK  
PE34 3BL**

What3words ///pranced.bravest.vaulting



**Viewing: TUESDAY 28<sup>th</sup> FEBRUARY 2023  
12:00-16:00 hrs  
and from 09:00 hrs on morning of the Sale only**

Refreshments available on Sale Day

**March Professional Office**

22-24 Market Place, March,  
Cambridgeshire PE15 9JH  
01354 602030

**Wisbech Professional Office**

1-3 South Brink, Wisbech,  
Cambridgeshire PE13 1JA  
01945 428830

Chartered Surveyors, Auctioneers,  
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Since 1792

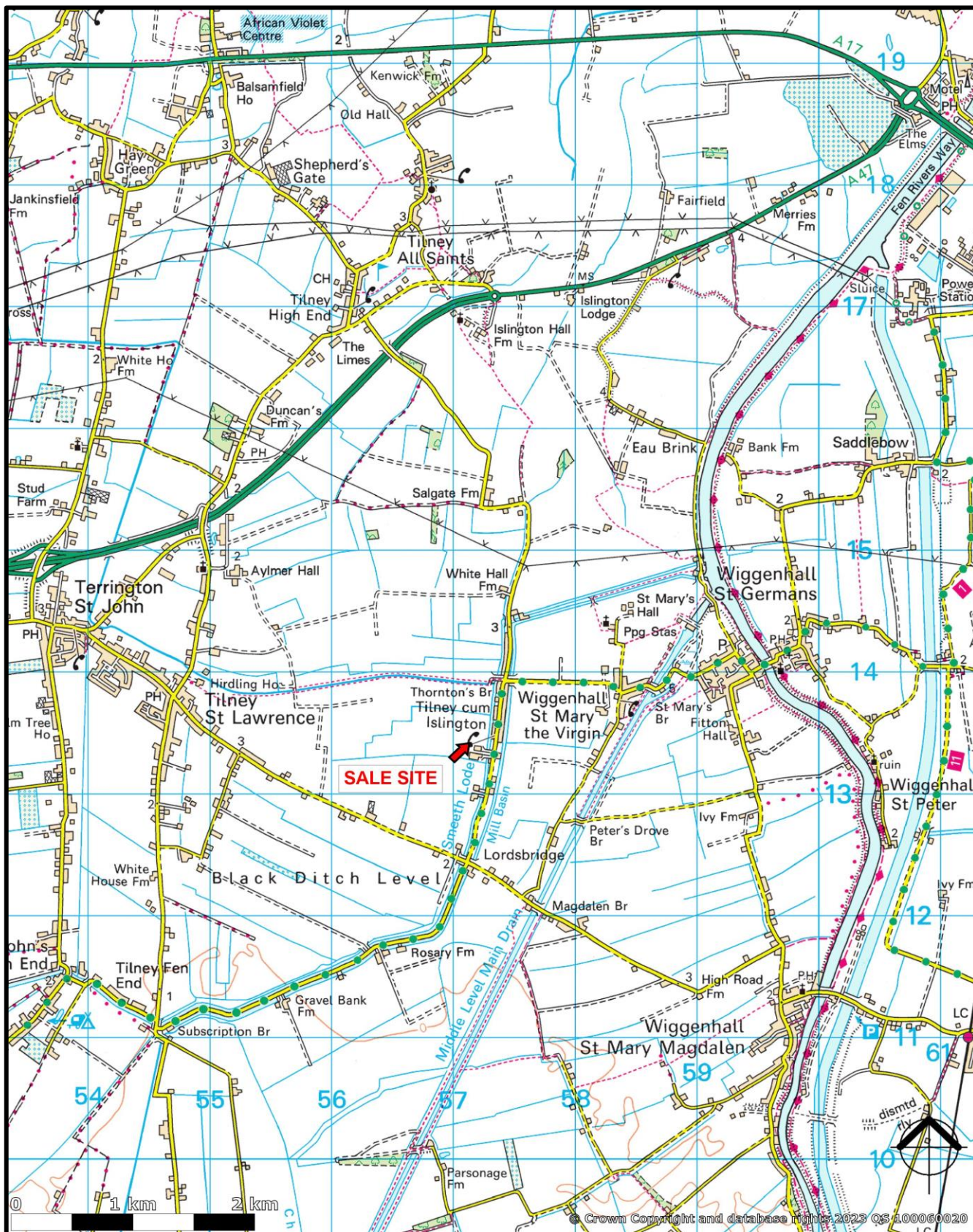
[auctions@maxeygrounds.co.uk](mailto:auctions@maxeygrounds.co.uk)

**MAXEY GROUNDS**  
are favoured with instructions from  
**HE Kitchen & Sons**  
Due to a change in farming policy





## LOCATION AND DIRECTIONS



At The Buck Inn at Tilney St Lawrence turn onto Magdalen Road. After approximately 1  $\frac{3}{4}$  miles turn left onto High Road and the site is approximately  $\frac{1}{2}$  a mile on the left hand side.

What3words: ///pranced.bravest.vaulting

## **HEALTH & SAFETY – PUBLIC NOTICE**

We welcome you to the site and want your visit to be a safe one. Please observe the following whilst on site:

- Please keep your driving speed to a minimum, and in all cases below 5mph, if driving onto the sale ground.
- Parking is only permitted in the designated area(s).
- No vehicles will be permitted onto the sale ground during the sale.
- Do not smoke on site due to the potential fire risk.
- Children must be under adult supervision at all times.
- On site, there are items and areas which are trip hazards or may be slippery. Please take care when moving around the site.
- Please keep clear of vehicles, particularly those that are moving around or working. The operator may not have full vision.
- Please be aware that there may be moving overhead loads and you may be requested to wear a safety hat.
- Please do not enter any area which is fenced or taped off for safety purposes or when requested not to do so by the Auctioneers or their employees.
- Please be aware of any overhead powerlines which may be on site while loading or moving items.

## **COVID-19 GUIDELINES**

**If you are displaying any COVID-19 symptoms or have been in contact with anyone who has displayed any symptoms in the past fourteen days prior to visiting the sale site, you must not enter the viewing or sale day on site.**

**Maxey Grounds continues to monitor any government guidance and regulations in place and will act accordingly in adherence to these. Should you have any queries about the protocols or the above advice, please contact the Auctioneers.**

## **SPECIAL NOTES**

All prospective Buyers are required to register before bidding for any lots. The Pay Office will be open from 09:00 on Sale Day.

Upon the fall of the hammer, the Buyer will show their REGISTRATION NUMBER to the Auctioneer. REGISTRATION NUMBERS can only be obtained from the Pay Office prior to bidding for any Lots, unless bidding online.

**The Auctioneers will not recognise the transfer of any Lot or Lots by the Buyer, nor alter the sale book in such a respect.**

## **REMOVAL OF LOTS**

No Lots may be removed from the sale ground unless accompanied by a receipted invoice. All purchases not removed by Wednesday 15<sup>th</sup> March 2023 will be disposed of.

Persons attending the sale do so entirely at their own risk.

## **ONLINE BIDDING**

Live streaming with online bidding will be available at this sale via our dedicated web page at <https://maxeygrounds.auctionmarts.com>

Please note that a 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through auctionmarts.com

We strongly recommend that registration for online bidding is made before the day of the sale. We will be unable to answer queries or process registrations for online bidding after 17:00 hrs on the day before the sale.

Maxey Grounds accepts no liability whatsoever for any loss of connectivity or the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

## **METHODS OF PAYMENT**

All lots must be paid for on the day of the Sale and payments will only be accepted by the following methods:

Cash up to a maximum amount of £7,500.

Bankers Draft

Bank Transfer

Cheques up to the limit of a current cheque guarantee card.

Cheques above the amount of any guarantee card must use one of the following arrangements:

1. Ask your Bank Manager to inform us by telephone and/or in writing, at least 48 hours prior to the Sale, that it will be in order to accept your cheque up to a maximum specified amount at the Sale and on the date of the Sale.
2. Provide a letter from your bank, stating that it will be in order to accept your cheque up to a specific amount, at the place and date of the Sale. Email copies or photocopies will not be accepted.

3. Arrange with your bank to issue to you a guaranteed cheque made payable to Maxey Grounds & Co LLP prior to the Sale, which you can then use for payment.

If there are any cheques presented that do not follow the above methods, there will be a charge of £25 plus VAT levied upon you to cover the cost of the special clearing of the cheque through our bank.

Any items paid for by bank transfer or cheque cannot be removed from the Sale until the funds clear. The Lot or Lots remain at the Buyer's risk during this time.

Where network coverage permits, we shall endeavour to provide the facility to pay by Debit Card. If you wish to rely upon this service, please check with the Auctioneers that it is available prior to bidding.

For those bidding online, payment can be made using the online facility.

**We do not accept payment by Credit Card.**

### **CONDITIONS**

The sale will be conducted under our standard Conditions of Sale reproduced at the back of this catalogue. All prospective Buyers 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 accept written commission bids in advance of the sale. Forms to register such commission bids are available upon request.

### **ENGINE HOURS**

Neither the Seller nor the Auctioneers make any warranty regarding engine hours or vehicle mileages.

### **INSPECTION OF EQUIPMENT**

No powered machinery or equipment may be started without the prior approval of a representative of Maxey Grounds.

### **CATALOGUE ENTRIES**

Whilst every effort is made to ensure the accuracy of the descriptions, 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 any specific Lot has been delivered to the sale ground, particularly if travelling a long distance.

### **EXPORT OF GOODS**

Specific provisions apply to goods that are to be exported or removed from the United Kingdom. Any potential Buyer who is likely to make use of these provisions is required to advise the Auctioneers prior to bidding. In the absence of such express notification VAT at the standard rate will be added to all purchases.







**All Lots are subject to VAT in addition to Hammer Price unless otherwise specified**

- 1 Two **Marconi** Moisture Meters and Grain Hygrometer
- 2 Quantity of Bearings etc
- 3 Four 56lb Weights
- 4 **Ransomes** Points
- 5 **Ransomes** Points
- 6 **Ransomes** Points
- 7 **Gregoire Besson** Plough Parts
- 8 Fuel Pump and **Fordson** Radiator
- 9 Quantity of Spray Nozzles
- 10 Quantity of Chafer Dribble Bars
- 11 Quantity of Triple Nozzle Bodies
- 12 Gas Bottle Trolley
- 13 Dolly
- 14 Five Oscillating Beacons
- 15 Quantity of CB Radios
- 16 Quantity of CB Radios
- 17 Quantity of Aerials
- 18 Pillar Drill Parts
- 19 Hydraulic Log Splitter
- 20 Pulley and Chain
- 21 Pulley and Chain
- 22 Pulley and Chain
- 23 Pulley and Chain
- 24 Felco Pulley and Chain
- 25 Rope and Pulleys
- 26 Two Petrol Engines
- 27 Quantity of Shackles
- 28 **Kongsilde** Germinator Parts
- 29 **Dowdeswell** Plough Wheel Brackets
- 30 Reel of Wire
- 31 Quantity of **ESAB** Arc Welding Rods



- 32 Hydraulic Ram
- 33 Two Irrigation Heads
- 34 Hand Oil Pump
- 35 Quantity of **Falcon** Hankmo Tines
- 36 Quantity of **Falcon** Hankmo Tines
- 37 Quantity of **Falcon** Hankmo Tines
- 38 Quantity of **Falcon** Hankmo Tines
- 39 Quantity of **Falcon** Hankmo Tines
- 40 Quantity of **Falcon** Hankmo Tines
- 41 Quantity of **Falcon** Hankmo Spares
- 42 Quantity of **Falcon** Hankmo Spares
- 43 Quantity of Cultivator Points
- 44 Quantity of Cultivator Points
- 45 Quantity of New Discs for Cultivator
- 46 Quantity of Dutch Harrow Points
- 47 Quantity of **Vicon** Acrobat Tines
- 48 Quantity of **Lely** Roterra Tines
- 49 **Lely** Roterra Parts
- 50 **Howard** Rotavator Parts
- 51 Quantity of Tines
- 52 Quantity of Catches
- 53 **Vaderstad** Drill Parts
- 54 Two Metal Stands
- 55 Quantity of Pins
- 56 Bottle Jack
- 57 Track Bucket
- 58 Two Flame Guns
- 59 Paint Sprayer
- 60 Two Exhaust Silencers
- 61 Two Exhaust Silencers
- 62 Quantity of Hand Pumps
- 63 Landing Light – for spares

- 64 Vintage Fire Extinguishers
- 65 Quantity of Ball Hitches
- 66 Quantity of Pulleys
- 67 Vice and Parts
- 68 PTO Driven Compressor
- 69 Spider Wheel
- 70 **Karcher** HDS580 Pressure Washer – for spares
- 71 3-Phase Steam Cleaner
- 72 Quantity of Cable
- 73 Ball of Twine
- 74 **Andrews** Gas Heater – for spares
- 75 Dog Guard for **Citroen** Berlingo Van
- 76 Two Rolls of Plastic
- 77 Quantity of Sheets
- 78 Trolley Jack
- 79 Trolley Jack
- 80 Grease Drum and Air Powered Applicator
- 81 Gear Oil Dispenser
- 82 Gear Oil Dispenser
- 83 Inverter – Single Phase to 3-Phase
- 84 **Comet** MK IV Heater – for spares
- 85 Industrial Vacuum Cleaner – for spares
- 86 **Billy Goat** 8hp Industrial Vacuum Cleaner
- 87 Mobile Fan Unit
- 88 **Stothert & Pitt** Vibroll 28W Vibrating Roll
- 89 **Aveling Barford** GA2322 Ride-on Roller
- 90 **Coventry** Climax Industrial Forklift Truck. 2.0t Capacity– no brakes
- 91 Pallet of 25kg Paper Sacks
- 92 100 Chitting Trays
- 93 100 Chitting Trays
- 94 100 Chitting Trays



- 95 Spare Lot
- 96 Spare Lot
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- 114 Spare Lot
- 115 Spare Lot
- 116 Spare Lot
- 117 Spare Lot
- 118 Spare Lot
- 119 Spare Lot
- 120 Quantity of Steel Uprights and Stanchions
- 121 Quantity of Electrical Motors – for spares
- 122 Quantity of Electrical Motors – for spares
- 123 Quantity of Electrical Motors – for spares
- 124 Quantity of Used Vehicle Batteries
- 125 **Amac** E2 Harvester – for spares
- 126 **Standen** Statesman Harvester – for spares (1993)

- 127 12.5m long Elevator – for spares
- 128 **Massey Ferguson** 6290 Engine – for spares
- 129 **Landrover** Discovery TDV6 Engine – for spares
- 130 Claas Lexion 480 Output Gearbox
- 131 2.5m long Conveyor
- 132 Ventilation Fan – for spares
- 133 Two Ventilation Fans – for spares
- 134 Fan on Trolley
- 135 Rekord 10hp Fan
- 136 Massey Ferguson Front Mudguards and Brackets
- 137 Workshop Manufactured Wheel Lifter and Tine Covers
- 138 **Cousins** Cultivator Depth Wheels and Brackets
- 139 **Caterpillar** Dozer Side Plates and Drawbar
- 140 Three-wheeled Trolley
- 141 Quantity of Wire Ducts
- 142 Two IBCs
- 143 Two IBCs
- 144 Two IBCs
- 145 Two IBCs
- 146 Various Small Wheels and Tyres
- 147 **Lemken** Press Arm
- 148 **Lemken** Press Arm
- 149 Six **Massey Ferguson** Wheel Centres
- 150 Quantity **Massey Ferguson** Wheel Centres
- 151 **Massey Ferguson** PAVT Wheel Weight with Clamps
- 152 Quantity of Front Weights
- 153 Six Wheel Weights
- 154 Six Oil Drums
- 155 Six Oil Drums
- 156 Five Oil Drums
- 157 PTO Driven Generator
- 158 Quantity of Metal Ducts



- 159 Quantity of Metal Ducts
- 160 **Coventry** Climax Forklift Ballast Weight
- 161 Quantity of **Claas** Challenger 95E Rear Weights
- 162 **Claas** Challenger 95E Drawbar
- 163 Workshop Manufactured Personnel Cage
- 164 Ten **Massey Ferguson** Front Weights on Frame
- 165 Three 700x12 Implement Wheels and Tyres
- 166 2.75m wide **Major** Topper
- 167 40cm wide Trenching Bucket
- 168 30cm wide Trenching Bucket
- 169 Quantity of Sugar Beet Sheets
- 170 Quantity of Sugar Beet Sheets
- 171 Petrol Driven **Liner** Cement Mixer
- 172 **Stocks** Fanjet 28 Slug Pellet Applicator
- 173 Quantity of Wire Ropes
- 174 Quantity of Wire Ropes
- 175 Quantity of **Massey Ferguson** PTO Guards
- 176 Quantity of **Massey Ferguson** Pick-up Hitch Parts
- 177 **Massey Ferguson** Stabiliser Bars etc
- 178 Quantity of Drawbars
- 179 **Massey Ferguson** Stabiliser Brackets
- 180 Quantity of **Massey Ferguson** Top Link and Drawbar Parts
- 181 Quantity of **Massey Ferguson** Pick-up Hitch Parts
- 182 Two **Massey Ferguson** 300 Series Mudguard Extensions
- 183 **Massey Ferguson** Front Axle and Weight Frame
- 184 **Massey Ferguson** Front Wheels with Weights and Front Rims
- 185 **Massey Ferguson** 135 Axle, Link Arms and Steering Wheel
- 186 **Massey Ferguson** 135 Mud Guards
- 187 Spare Lot
- 188 Spare Lot
- 189 Spare Lot
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- 195 Spare Lot
- 196 Spare Lot
- 197 Spare Lot
- 198 Spare Lot
- 199 Spare Lot
- 200 Quantity of Alloy Wheels and Tyres
- 201 Quantity of Car Wheels and Tyres
- 202 Set of Four 195/65 R15 Alloy Wheels and Tyres
- 203 Seven Wheels and Tyres
- 204 Quantity of Wheel Rims
- 205 Four **Landrover** Alloy Wheels
- 206 Quantity of **Ford** Transit Wheels and Tyres
- 207 Quantity of **Ford** Transit Wheels and Tyres
- 208 **Isuzu** Trooper Wheels, Tyres and Rims
- 209 Quantity of Small Implement Wheels and Tyres
- 210 Two **Dunlop** 22x6.75-11 Tyres
- 211 Three Forklift Wheels with 700x12 Tyres
- 212 Two 600x16 Wheels and Tyres
- 213 One Super Single Wheel and Tyre
- 214 Standen Harvester Wheel and 16.0/70-20 Tyre
- 215 Quantity of Wheels and Tyres
- 216 Quantity of Used Lorry Wheels and Tyres
- 217 750x16 **Pettit** Trailer Wheels and Tyres
- 218 **Massey Ferguson** 7.50-16 Wheels and Tyres
- 219 Three Wheel Rims
- 220 Four 6.00-36 Narrow Wheels and Tyres for **Massey Ferguson**
- 221 Pair of 9.5 R32 Tyres
- 222 Pair of 8.3/8-36 Narrow Wheels and Tyres



- 223 Pair of 8.3-44 Narrow Wheels and Tyres for **Massey Ferguson**
- 224 Pair of 9.5 R44 Row Crop Wheels and Tyres for **Massey Ferguson**
- 225 16.9 R38 Tractor Tyre
- 226 20.8 R38 Tractor Tyre and Tube
- 227 12.4-32 Tyre and Rim
- 228 Pair of 14.9 R28 Tyres and Tubes
- 229 8.3/8-32 Row Crop Tyre
- 230 13.6 R28 Tyre and Tube
- 231 600/65 R28 Tyre
- 232 12.4 R32 Wheels and Tyres for **Houseman** AR3000 Sprayer
- 233 Pair of 20.8 R42 Tractor Tyres
- 234 Pair of **Stocks** 42" Dual Wheel Rims with Clamps
- 235 Pair of 14.9 R28 Front Dual Wheels and Tyres with Clamps
- 236 Pair of 18.4 R38 Rear Dual Wheels and Tyres with Clamps
- 237 Pair of Stocks 16.9 R30 Front Dual Wheels and Tyres with Clamps
- 238 Pair of 20.8 R38 Dual Wheels and Tyres and Clamps
- 239 Pair of 600/55-26.5 Front Wheels and Flotation Tyres for **Massey Ferguson**
- 240 Pair of 480/65 R24 Front Wheels and Flotation Tyres for **Massey Ferguson**
- 241 Pair of 540/65 R24 Front Wheels and Flotation Tyres for **Massey Ferguson**
- 242 Pair of 66x43.00-25 Wheels and Flotation Tyres for **Massey Ferguson**
- 243 Pair of 71x47.00-25 Wheels and Flotation Tyres for **Massey Ferguson**
- 244 Pair of 66x43.00-25 Wheels and Flotation Tyres for **Massey Ferguson**
- 245 Tank on Chassis
- 246 5 Furrow Plough
- 247 **Flexi-Coil** Furrow Press 2.6m wide
- 248 **Dowdeswell** Furrow Press 2.6m wide
- 249 **Cousins** Furrow Press 2.2m wide
- 250 **Vicon** Acrobat Hay Turner
- 251 Cambridge Roll 3.7m wide

- 252 **Maschio** Power Harrow 3.0m wide – for spares
- 253 **Lely** Roterra with Flexi Coil Roller 4.0m wide
- 254 **Cousins** Heavy Cultivator with Crumbler 3.8m wide
- 255 Two Row Ridger
- 256 Single Leg Mole Plough
- 257 **Bomford** Brigand Flail Mower
- 258 **Herder** Rapier ZBK Flail Mower
- 259 **Kleine** Unicorn 6 Row Precision Drill
- 260 **Falcon** Hankmo Cultivator 4.6m wide
- 261 **Ransomes** Heavy Disc Cultivator 4.5m wide
- 262 **Pettit** 77 Series Disc Harrow
- 263 Disc Harrow
- 264 **Massey Ferguson** Disc Harrow 3.5m wide
- 265 **Falcon** Hankmo Cultivator 4.6m wide
- 266 **Twose** Folding Rolls with Breaker Rings 6.3m wide
- 267 **Falcon** Hankmo Cultivator 4.6m wide
- 268 **Kongskilde** Germinator SP6000 Cultivator 6.0m wide
- 269 **Gregoire Besson** SPEL B9 9 Furrow Reversible Wagon Plough (1998)
- 270 5<sup>th</sup> Wheel Bogie
- 271 Fuel Bowser on Wheels
- 272 **Pettit 3t** Trailer with Wooden Floor
- 273 **Pettit 5t** High Tip Trailer with Wooden Floor
- 274 Water Bowser
- 275 **Welger** Buncher
- 276 4-Wheel Trailer
- 277 4-Wheel Trailer
- 278 **Reekie** Front Mounted Bed Tiller (1996)
- 279 **Standen Pearson** Powavator with Ridger Bodies and Spare Blades (2009)
- 280 **Pearson** Jumbo Ridger (2001)
- 281 **Pearson** Megastar Declodder (1994)
- 282 Spare Lot

- 283 Spare Lot
- 284 Spare Lot
- 285 Spare Lot
- 286 Spare Lot
- 287 Spare Lot
- 288 Spare Lot
- 289 Spare Lot
- 290 **Ford** Ranger 2.5TDCi Pickup Truck Manual. 50,514 Miles. Registration PF08HLK. MOT to June 2023 (2008) **No VAT**
- 291 **Ford** Transit 190 LWB Crew Bus Manual. 42,961 Miles. Registration S901BAN No MOT (1998)
- 292 **Landrover** Freelander 2.0 XE Di Station Wagon Diesel Manual. Registration R626AKY. No MOT (1998)
- 293 **Landrover** Freelander TD4 SE Station Wagon Diesel Automatic. 96,422 Miles. Registration AO55BVG. MOT to 31.01.2024 (2005) **No VAT**
- 294 **Toyota** Hilux D4D VX Double Cab Pickup Truck. 115,895 Miles. Registration YT03ZFU. No MOT – for spares (2003)
- 295 **Bonser** 4RT25 4WD Rough Terrain Forklift Truck. 2.5t Capacity. Registration B398AHK. With Bucket and Tines. (1985)
- 296 **Massey Ferguson** 6170 Dynashift 4WD Tractor. 4,815 Hours. Registration N773GCL (1995)
- 297 **Massey Ferguson** 8150 Dynashift 4WD Tractor. 8,141 Hours. Registration N374KRT (1996)
- 298 **Caterpillar** 931 Drot
- 299 **Ferguson** TE20 Tractor. Registration Q506HVF **No VAT**
- 300 Quantity of **Ferguson** Spares **No VAT**
- 301 **Petter** 8hp Petrol Engine **No VAT**
- 302 **GEM** Selftrack 2200 Trailed Sprayer 20m Booms with 3 Sets of Wheels
- 303 **Standen** 2 Row Front Mounted Potato Topper – Rear Conveyor Missing
- 304 **Ransomes Faun** 4 Row Potato Planter
- 305 **Kongsilde** Germinator Cultivator 5.0m wide (1997)
- 306 **Opico** He-Va Front Mounted Hydraulic Folding Levelling Boards



5.0m wide (2005)

- 307 Flat Wooden Floored Lorry Trailer 12.1m long with Bogie
- 308 **Lemken** Smaragd 9-300 Cultivator 3.0m wide
- 309 Four 12.5x80-15.3 Wheels and Tyres
- 310 Suffolk 60 Topper 1.8m wide (2004)
- 311 4-Wheel Trailer
- 312 Wooden 4.0t Tipping Trailer
- 313 **Bomford** Superflow Cultivator 2.4m wide
- 314 **Overum** Trailed Disc Cultivator 3.5m wide
- 315 Sugar Beet Bucket
- 316 Two **John Deere** 2650 10.00-16 Front Wheels and Tyres
- 317 5 Star 13.6-38 Dual Wheels and Tyres
- 318 **Cousins** Pressure Harrow 6.0m wide
- 319 **Horstine Farmery** Avadex Applicator 12.0m wide
- 320 **Baselier** Rotary Cultivator With 4 Row Ridge Forming Hood
- 321 4-Wheel Flat Trailer
- 322 4-Wheel Flat Trailer
- 323 Low Loader Trailer
- 324 **Einbock** Chopstar Front Mounted 12 Row Sugar Beet Hoe 6.0m wide
- 325 Grain Sweep Auger
- 326 **Perry** Grain Cup Elevator 2.5m long
- 327 Hydraulic Seed Grain Auger
- 328 Quantity of Front Weights
- 329 Side Weights for **Caterpillar** 765 Crawler
- 330 Side Weights for **Caterpillar** 765 Crawler
- 331 Quantity of **Case** Wafer Weights
- 332 Front Weight Block
- 333 Weight Block with Front Mounted **Team** Spray Tank
- 334 **Agri-Weld** 2.0t Front Weight Block
- 335 **Kongsilde** KA70 Space Heater
- 336 3-Phase Workshop Air Compressor
- 337 **Ingersoll Rand** Diesel Towable Compressor

- 338 Twenty 1.0t Capacity Wooden Boxes
- 339 **Stanhay** Webb 5 6-Row Precision Drill
- 340 **Cunnington** Swift Lift Elevator
- 341 Three Oil Tanks
- 342 Box of **Claas** Combine Spares
- 343 Irrigation Wheel
- 344 Two **Goodyear** 420/85 R28 tyres
- 345 Two **Goodyear** 20.8 R38 Tyres
- 346 Two **Goodyear** 20.8 R38 Tyres
- 347 **Reekie** 170-S Rota Spike Bed Tiller with Ridging Bodies (2000)
- 348 **Reekie** 170-S Rota Spike Bed Tiller with Ridging Bodies and **Horstine Farmery** Applicators
- 349 **Reekie** 170-S Rota Spike Front Mounted Bed Tiller (1996)
- 350 **Bailey** 14.0t Root Trailer Hydraulic Tail Door with Grain Hatch, Side and Front Window 500-60 R22.5 Tyres (2004)
- 351 **ACE Marston** 10.0t Grain Trailer Manual Tail Door with Grain Hatch 420/55-17 Tyres (1984)
- 352 **Miedema** Structural PM20 Belt 2-Row Potato Planter with Computer Controller (2010)
- 353 **Baselier** LKB190 Front or Rear Mount Potato Topper 1.9m wide (2008)
- 354 Two **Continental** 320/90 R32 Tyres
- 355 Two **Taurus** 340/85 R38 Tyres
- 356 Two **Taurus** 12.4 R32 Tyres
- 357 Two **Taurus** 12.4 R46 Tyres
- 358 Two **Stocks** 18.4 R38 Dual Wheels and Tyres
- 359 **Dowdeswell** DP2D 5 Furrow Reversible Plough
- 360 **Cousins** Packer Roller 4.0m wide
- 361 **Cousins** Disc Packer 4.0m wide
- 362 **Sulky** Combi Air Drill with **Maschio** Power Harrow 4.0m wide
- 363 5<sup>th</sup> Wheel Bogie

The following Lots, listed above, have been included by kind permission:

71, 290, 293, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362 and 363



## CONDITIONS OF SALE

### 1. DEFINITIONS

- (i) In these Conditions the following terms have the following meanings unless inconsistent with the context:

“Auctioneers” means Maxey Grounds & Co LLP Registration Number OC367348 whose registered office is 22-24 Market Place, March, Cambridgeshire PE15 9JH;

“Buyers Premium” means the premium charged to the Buyer on purchase 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;

“Buyer” means a person, firm or company who purchases any Lot;

“Seller” 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 organised by the Auctioneers;

“Saleground” 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 Buyer; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Seller at which any Lot is to be sold at the sale.

- (ii) 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

- (i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions

- (ii) These Conditions may be supplemented or superseded by special conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

- (iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Buyer is acting wholly or mainly within the Buyer's trade, business, craft or profession. The Buyer should immediately notify the Auctioneers if this is not correct.

### 3. HEALTH AND SAFETY

- (i) All persons entering the Saleground do so at their own risk and with notice of the condition of the premises and contents.

- (ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment.

- (iii) Caution should be exercised at all times and children must be fully supervised at all times.

- (iv) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneers in charge.

- (v) Any accidents or incidents that occur on the Saleground must be immediately reported to the Auctioneers and details recorded in the accident book.

- (vi) No powered machinery or equipment should be started without the prior approval of the Auctioneers.

- (vii) No vehicles are permitted on the Saleground during the sale.

- (viii) Any vehicles brought onto the Saleground to collect Lots should be operated with extreme caution and within a 5mph speed limit.

- (ix) The Auctioneers shall have the right at their discretion to refuse admission to the premises or attendance at their auctions by any person or entry of any lot onto the Saleground.

#### 4. AUCTIONEERS STATUS

- (i) The Auctioneers sell as agents for the Seller except where they are stated to own, wholly or partly, any Lot as principal.
- (ii) The parties to the contract of sale are the Seller and the Buyer. The Auctioneers are not responsible for any default by Seller or Buyer
- (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. LIMITATION OF LIABILITY

- (i) This Clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:
  - (a) Any breach of these Conditions however arising;
  - (b) Any use made of resale of the lots by the Buyer; and
  - (c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
- (ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:
  - (a) Death or personal injury resulting from negligence;
  - (b) Fraud or fraudulent misrepresentation; or
  - (c) Any other liability which cannot be excluded or limited by applicable law.
- (iii) Without prejudice to Clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for any breach of statutory duty or misrepresentation, or otherwise, for any:
  - (a) Loss of profit;
  - (b) Loss of goodwill;
  - (c) Loss of business;
  - (d) Loss of business opportunity
  - (e) Loss of anticipated saving; or
  - (f) Special, indirect or consequential damage,Suffered by any other party that arises under or in connection with these Conditions
- (iv) Without prejudice to Clause 5(ii) or Clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.
- (v) The Buyer acknowledges that the Seller has given the Buyer a reasonable opportunity to inspect the Lots, and the Buyer has satisfied itself as to the quality and condition of the Lots.

#### 6. DISPUTE DECISIONS

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be binding on all parties save as provided for in Clause 17(iv).

#### 7. RESERVATIONS

- (i) The Auctioneers sell as agent for the Seller and as such are not responsible for any default by the Seller or Buyer.
- (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. RESERVE PRICE AND BIDDING

- (i) The Buyer 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 Buyer, 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 a bid less than a sum to be named from time to time by the Auctioneer.
- (iv) All lots must be inspected by the Buyer. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (v) The Auctioneers may accept written or verbal instructions to bid on behalf of prospective Buyers but any instructions accepted shall be at the risk of the prospective Buyers, 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.
- (vii) The Auctioneers and/or the Seller reserve the right to fix a Reserve Price for any Lot. The Seller may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Seller thinks fit and may withdraw any Lot at any time before the sale of such Lot.

#### 10. PAYMENT

- (i) All Buyers must declare their names and addresses (and produce proof of identity if required by the Auctioneers) and, if required, pay to the Auctioneers the amount of the purchase money and, if appropriate, VAT and any Buyer's Premium charged (together with VAT thereon) in cash or other acceptable form of payment immediately on the fall of the hammer, in default of which the Lot or Lots shall be offered again and re-sold at the Auctioneers discretion.
- (ii) Lots must be paid for on the day of the 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.
- (iii) In compliance with the Money Laundering Regulations 2017, the Auctioneers will not accept payment in cash of values in excess of 10,000 Euros.

#### 11. RESPONSIBILITY FOR LOTS

At the fall of the hammer all risk and duty in the Lots shall pass to the Buyer.

#### 12. RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
- (ii) Title to Lots shall not pass to the Buyer until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Buyer, the Buyer shall:
  - a) Store those Lots separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
  - b) Not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
  - c) Maintain those Lots in a good and marketable condition and keep them insured on the Seller's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Seller.
- (iv) Subject to Clause 12(v), the Buyer may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Buyer resells the Lots before that time it does so as principal and not as agent).
- (v) If, before title to Lots passes to the Buyer, the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts or is deemed by the Auctioneers to be unable to pay its debts then, without limiting any other right or remedy the Seller may have:
  - a) The Buyer's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
  - b) The Seller may at any time require the Buyer to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.



- (vi) In the event of sale by a Buyer before payment has been made in full, the Buyer shall hold the proceeds of such sale on trust for the Auctioneers (as agent of the Seller).
- (vii) In the event of breach of Clause 10 or Clause 12 the Auctioneers reserve the right to enter onto the property of the Buyer, or others, to reclaim possession of any Lot.

### 13. BUYER'S PREMIUM

- (i) A Buyer's Premium will be levied upon all Lots in addition to the Hammer Price (plus such VAT as is due on the Lots) at the rate of 5% of the Hammer Price. This Buyer's Premium will be subject to VAT at the standard rate in addition.
- (ii) For all Lots purchased online an additional surcharge at the rate of 2% of the Hammer Price will also be levied. This surcharge will also be subject to VAT at the standard rate in addition.

### 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. Buyers should satisfy themselves prior to the sale 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 Seller to any Buyer 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 for a period of seven days commencing at 12 Noon on the sale day subject always to Clause 15(v) to Clause 15(vii) inclusive set out below.
- (iii) Any Lot described by the Seller as "just overhauled", "straight from work", "worked up to date of sale" or "as new" or any other similar description will be deemed to have been sold with a warranty that such Lot is in "working order".
- (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 Buyer to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers shall have no responsibility for the safe use of the item.
- (v) The Buyer 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.
- (vi) The Buyer will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.
- (vii) The Buyer will provide, if requested by the Auctioneer acting as agent on behalf of the Seller, a written undertaking pursuant to Section 6(8) of the Health & Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Buyer at the fall of the hammer.

### 16. COMPLIANCE WITH ROAD SAFETY ACTS

The Buyer 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 authorisation necessary before such vehicle or trailer can be used on the road.

## 17. ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Buyer fails to give notice of rejection in accordance with this Clause, it shall be deemed to have accepted the Lots.
- (ii) Any Buyer disputing the accuracy of any description or alleging any breach of warranty of a Lot purchased shall:
  - a) In the case of a defect that is apparent on normal visual inspection, no later than 12 Noon on the third working day following the sale date; and
  - b) In the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent
  - c) Return the Lot to the Saleground (or such location as notified to the Buyer by the Auctioneers) within seven days of the Buyer's notice; and
  - d) Within seven days of the Auctioneers' request, provide a competent engineer's report setting out full details of the alleged defect.
- (iii) The Buyer's rights under Clause 18 shall not apply if:
  - a) The Buyer makes any further use of those Lots after giving notice or discovering the defect;
  - b) The defect arises because the Buyer failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
  - c) The Buyer alters or repairs those Lots;
  - d) The defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
  - e) The Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (iv) The Auctioneers may appoint as arbitrator any person including but without limitation any Partners of their own firm or any person in their employ whose decision shall be final and binding on the Seller and the Buyer.

## 18. 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 resale, which shall remain the property of the Auctioneers.
- (iii) Expenses shall be deemed to include the usual Auctioneers' commission on the resale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

## 19. AUCTIONEERS' RIGHT TO ANNUL SALES

- (i) In the event of any dispute or refusal to pay or of non-payment on the part of the Buyer, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot or Lots.
- (ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially the Auctioneers' staff, will not be tolerated.

## 20. REMOVAL OF LOTS FROM SALEGROUND

- (i) All Lots whether sold or unsold may not be removed from the Saleground 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 Saleground 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 Saleground for longer than the times specified in Clause 20(ii) above, unless they have received and

accepted in their sole opinion a satisfactory explanation in writing from the Buyer or Seller as to why the Lot remains in the Saleground.

#### 21. THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

#### 22. ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

#### 23. SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### 24. 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.

# Have You Thought About Selling Your Property by Public Auction?

## Our Auction Success

- We have over 200 years of auctioneering experience
- Over the last 2 years, we have successfully sold 83% of public auction lots
- On average, we have achieved 53% over Guide Price

## Why Sell by Public Auction?

There are many advantages to selling your property by public auction:

- Properties are sold “unconditionally” at the fall of the hammer, contracts are exchanged creating a legally binding agreement
- Sale is within a set timescale, on your terms, with your interests protected by a Reserve Price
- Relatively quick sale process, compared with sales by private treaty which can often be slowed down by conveyancing complications
- All interested parties are brought together within a competitive environment with funding already in place
- All legal paperwork, including title documents, Special Conditions of Sale and searches, is prepared prior to the auction
- Three opportunities to sell your property: prior to the auction, at the auction, post-auction

## Public Auction Suits a Variety of Property Types:

- Properties requiring complete or substantial refurbishment
- Unusual properties
- Development Land and Plots
- Amenity Land
- Farmland
- Investment Property

## Timescales

Instruct Maxey Grounds to sell your property by public auction

8 weeks prior to auction: instruct your solicitor to prepare a legal pack

6 – 8 weeks prior to auction: Maxey Grounds prepare sales particulars

6 weeks prior to auction: your property is fully marketed

2 weeks prior to auction: legal pack is ready and available to distribute to prospective purchasers

Week of auction: agree a Reserve Price

At the auction: if your property sells, contracts unconditionally exchange

Within 28 days of auction: sale completes

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