

The logo for Roger Parry & Partners, featuring the company name in white serif font on a blue background with a yellow and white geometric design on the right side.

# Roger Parry & Partners

## Farm Dispersal Sale of Tractors, Modern Farm Implements, Tools and Vintage Machinery.

by auction  
on behalf of Mr J. H. Fildes

Saturday 10<sup>th</sup> October 2009  
Commencing at 11am prompt  
at New Leasowes Farm,  
Ratlinghope,  
Shrewsbury,  
SY5 0SW

Auctioneers:

Roger Parry & Partners LLP  
Hogstow Hall, Minsterley, Shrewsbury,  
SY5 0HZ  
01743 791336  
[www.rogerparry.net](http://www.rogerparry.net)



NO VAT OR BUYERS COMMISSION WILL BE CHARGED

## **Introduction**

Roger Parry & Partners LLP have been favoured with kind instructions to hold a highly important dispersal sale on behalf of Mr J. H. Fildes, due to his retirement. The sale includes the tractors, modern farm implements and machinery, vintage machinery and a large collection of small tools.

All items are worthy of further inspection and recommended by the auctioneers, particularly the Zetor 7245 (complete with Quicke 3260 Loader), the David Brown 880 2wd Tractor, and the Wessex SM 2.2 metre flail mower.

## **Sale details**

Lots will be available for viewing on the morning of the sale or prior to the sale day by appointment with the auctioneers.

The auctioneer's sale office will be located in the main farmyard. The auctioneers can be contacted prior to the day of the sale on 01743 791 336 or on the morning of the sale on the following numbers:

Tudor Watkins	07710522558
James Ruggeri	07817709169

Your attention is drawn to the sale details and conditions of sale set out at the rear of this catalogue.

## **Location**

**From Shrewsbury:** Travelling along the Shrewsbury bypass, take the A5112 towards Shrewsbury town centre from Esso Service Station. Approach the next roundabout in the left hand lane. Continue along the road and remain in the left hand lane. Take the second exit, over a bridge, and continue along this road for  $\frac{3}{4}$  of a mile. At the next roundabout, take the first exit. Continue along this road, passing through the villages of Hook a Gate, Annscroft, Longden and Pulverbatch. On leaving the village of Pulverbatch after approximately 3 miles, the property is situated on the right hand side.

**From the South/A49:** After passing through the village of Dorrington, turn left, signposted Stapleton. Continue along this road, passing through Exfords Green and upon reaching a junction with a main road, turn left signposted Longden. Continue along this main road, passing through the villages of Longden and Pulverbatch. On leaving the village of Pulverbatch after approximately 3 miles, the property is situated on the right hand side.

## **Registration**

Buyer number system will be in operation; please register on arrival. A registration card is in the back of this catalogue and it would be helpful if new buyers could complete this prior to registering.

## **Order of Sale (commencing at 11am)**

1. **Small items of equipment**
2. **Implements**
3. **Machinery**
4. **Additional Small items**

<b>Lot</b>	<b>Description</b>
1-60	Miscellaneous Items including Small Tools and Accessories
61	Quantity of Building Stone
62	Pallet of Old Building Bricks
63	16' length of Golden Oak plastic Facia Board
64	Plastic Troughing
65	Plastic Troughing
66	7' 4" x 6' 6" up and over Garage Door
67	Concrete Mixer to fit on 3 point linkage
68	Forte 20inc. Bandsaw
69	CYTRINGAN BANTAM electric Arc Welder
70	10' 3" x 11' Roller Shutter Door
71	Two Belfast Sinks
72	Quantity of 3' 4" RSJ's 5" x 3"
73	Quantity of Steel Pipe
74	Quantity of Steel Box Section
75	Quantity of Steel Bar and Piping
76	Quantity of Steel Box Section
77	Quantity of Timber
78	Two Wooden Doors 6' 6" x 3' 3"
79	Quantity of Board 7' long
80	Quantity of 6' Beams 4" x 3"
81	Quantity of 4" x 3" Beams
82	(5x) 12' long Beams 7" x 2"
83	(5x) 12' long Pine Beams 5" x 3"
84	Two 8' Oak Beams
85	Two 8' Oak Beams
86	Two 8' Oak Beams
87	Two 10' 5" Oak Beams 5" x 4"
88	Quantity of 6' x 2' Galvanised Corrugated Sheets

89	Quantity of 8' x 2' Galvanised Corrugated Sheets
90	Quantity of 8' x 4' Galvanised Corrugated Sheets
91	Six 6' long 6.25" x 2.5" Galvanised Stansions
92	18' RSJ 3" x 1.5"
93	(7x) 8' long C Section Galvanised 4" x 2"
94	(2x) 9' long C Section 5" x 2.5"
95	(2x) 10' RSJ and C Section
96	14' RSJ 5" x 3"
97	10' RSJ 5" x 6"
98	16' and 9' Galvanised RSJ's 4" x 4"
99	(2x) 19' C Sections 6" x 3"
100	10' Wooden Ladder
101	12' Single Aluminium Ladder
102	(2x) 15' Aluminium Extending Ladders
103	Quantity of Fencing Materials
104	Approximately 200 Hedging Stakes
105	2 Steel Gates 12' and 9' 6"
106	(2x) 16' x 4' Welded Mesh Panels
107	(2x) 16' x 4' Welded Mesh Panels
108	(3x) Iron Horse Traces
109	(2x) Cast Iron Tool Boxes and Seat
110	Cast Iron Pig Trough and two Cast Iron Hay Racks
111	Bartlet & Son Cast Iron Bag Scales
112	Cast Iron Fire Surround
113	Cast Iron Bread Oven Door
114	Follows & Bate Ltd Grind Stone
115	Vintage Ransom Trailer Plough (2 furrows)
116	Vintage ransom Trailer Plough (2 furrows)
117	Vintage Blackstone Potato Diggers
118	Transport Box to fit 3 point linkage
119	Working Platform to fit Quickie Loader

120	ALLMAN & Co 60 Sprayer complete with Hand Boom
121	Steel Fabricated Back Actor to fit 3 point linkage
122	Set of fold in Parmiter Chain Harrows 16'
123	Hydraulic Tipping Trailer (10')
124	Wessex 5m Series 2.2 Metre Flail Topper. 3 point linkage. 3 yr old. (good condition)
125	David Brown 880 (2wd) 6500 hours CUJ 914C (currently SORN 3016110)
126	Zetor 1984 7245 with Quicke loader 3260 B226 CEP 5500 hrs (4wd) Pick Up Hitch. Good Rear Tyres. (Taxed 12 months)
127	6' 6" Bucket for Quickie Loader
128	Quickie Load Brackets Hydraulic Grab
129	40' Aluminium Shipping Container
130	4 x Wooden Dining Chairs
131	Wooden Butter Churn
133	Brass Fender and Coal Bucket
134	Bedroom Veneered Suite
135	Wooden Cupboard
136	Wooden Cupboard
137	Wooden Work Bench
138	Quantity of MDF and Plyboard
139	Quantity of Plyboard
140	Quantity of Plyboard
141	Fibre Glass Rowing Boats
142	Quantity of Garden Pots etc
143	Quantity of Garden Pots etc
144	Quantity of Garden Pots etc
145	Quantity of Garden Pots etc
146	Quantity of Tree Guards
146-161	15 Items of Husehold accessories
162	2000 Gallon Diesel Tank
163	Diesel Tank (300 gallons), ¼ full of Red Diesel

## Notes

## **Sale details**

### **Bidders**

You may bid *only after you have registered* with the auctioneers. On completion of the registration form each buyer will receive a 'bidding number' under which he/she purchases.

### **Payment terms**

Cash (maximum £10,000), telegraphic transfer, banker's draft, building society cheque. Telegraphic transfer account details can be obtained from the auctioneers (Roger Parry & Partners LLP tel: 01938 554499).

Lots will only be released upon receipt of cleared funds. Cash payments in excess of £10,000 cannot be accepted in accordance with the Money Laundering Regulations 2003.

The auctioneers reserve the right to request the payment of a deposit, in accordance with the conditions of sale.

Buyers seeking to finance their purchase through a finance company should make such arrangements well in advance of the sale day to ensure that they can make payment in accordance with the conditions of sale.

### **VAT**

Purchasers will NOT be charged VAT at the prevailing rate on the sale figure for all goods, unless otherwise stated.

### **Caution**

The vehicles and equipment in this catalogue may not in every case comprise a complete equipment of the type described. Prospective purchasers must satisfy themselves as to the extent to which any lot is deficient of component parts, see conditions of sale.

### **Clearance of goods and insurance**

All lots must be cleared from the sale venue on the sale day, subject to clearance of payment, otherwise items may be left by appointment with the auctioneers until no later than 24<sup>th</sup> October 2009. The purchaser is responsible for the insurance of any item purchased upon the fall of the hammer and buyers are strongly advised to effect cover immediately.

### **Instructions to bid**

The auctioneers will be pleased to accept instructions to bid on behalf of buyers unable to attend the sale. Instructions to bid must be by written authority. Please contact the auctioneers for details, (Roger Parry & Partners LLP Tel: 01743 791336 or on 07817 708 169 or 07710 522558 on the day of sale.

The auctioneer will only accept payment from and permit removal of lots purchased by the purchaser successfully bidding at the sale.

### **Refreshments**

Refreshments will be available on the sale day

### **Loading**

It is unlikely that there will be equipment available to assist with the loading of items for purchasers. Purchasers should therefore make their own arrangements.

#### **Health and Safety at Work Act 1974**

The goods are not sold as articles for use at work; they are sold on the understanding that the Vendor does not represent them as being in a condition that makes them suitable for use at work. The Purchaser is reminded that if, nevertheless, any of the goods or articles purchased are intended by him to be supplied in due course for use at work, the Purchaser should, before supplying them for such use, take all such steps as are necessary to ensure, so far as is reasonably practicable, that such goods or articles will be safe and without risks to health when properly used and should carry out or arrange for the carrying out of such testing and examinations as may be necessary to enable him to carry out the obligations imposed by the Health and Safety at Work Act 1974.

## **Conditions of Sale**

1. The highest bidder shall be the purchaser and if any dispute shall arise between two or more bidders, the lot in dispute is to be put up again at the sum last bid or the Auctioneers may declare the purchaser.
2. The bidding is to be ruled by the auctioneers who may without giving any reason refuse to accept the bid of any person.
3. No person shall retract a bid without permission of the Auctioneers, who reserves the right to himself of refusing a bid, and also the right of withdrawing any lot or lots from the sale.
4. No bidder may advance less at a bid than the sum named from time to time by the Auctioneers.
5. The Purchaser must declare their name and address and if required to, pay the Auctioneers or his clerk the amount of purchase money immediately on the fall of the hammer. In default of which the lot or lots shall be offered again and resold, and under no circumstances must any lot be removed without first obtaining a pass from the clerk.
6. Title to each asset sold will only pass on payment in full by the Purchaser. Purchasers' attention is drawn to the Retention of Title clause 20.7 on the Conditions of Sale recommended for use in livestock auction markets by the Livestock Auctioneers Association as displayed in the sale office.
7. The Auctioneers reserve the right of deviating from the catalogue either by amalgamation or dividing the lots, as circumstances may require, and also by deviating from the order of sale.
8. The lots are to be under the immediate care of the Purchasers who must take the same with all faults, imperfections and errors of description (if any) and remove lots from the premises until the whole of the purchase money is paid.
9. All statements contained in this catalogue as to the authenticity, genuineness, date, age, condition, or quality of any lot are statements of opinion and are not taken as to implying, statements or representations of the fact.
10. Intending Purchasers must satisfy themselves by inspection as to all such matters as to the physical description of any lot.
11. Neither the Vendor(s) of any lot nor the Auctioneers make or give any representation or warranty as to fitness for purpose or the quality of lots sold.
12. If any lots are described at the time of sale as in 'working order' such lots shall have no defect that renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work.
13. The Purchaser is to make good any damage done to the premises by the removal or otherwise of any lot or lots.
14. The Purchaser shall not be entitled to any right of "Set Off" against the Vendor or the Auctioneer.
15. In the case of lots upon which this is a reserve, the Auctioneers shall have the right to bid on behalf of the seller.
16. Upon failure to comply with the above conditions, the uncleared lots will be re-sold either or by public or private sale and the deficiency (if any) and all expenses attendant thereon, shall be made good by the defaulters at this auction, who shall have no claim for any surplus that may arise.
17. The Auctioneers may rescind any sale within 3 hours of the final lot being sold if the lot has been sold under reserve. In the event of such rescission the purchase price or any part already paid by the Buyer shall be repaid but the parties and the Auctioneers shall be under no further liability to each other.

18. LIVESTOCK. ALL LIVESTOCK ARE SOLD WITH THE WARRANTIES AND RESPONSIBILITIES AS LISTED IN THE CONDITIONS OF SALE FOR CATTLE, CALVES, SHEEP AND PIGS AT LIVESTOCK AUCTION MARKETS RECOMMENDED FOR USE BY THE LIVESTOCK AUCTIONEERS ASSOCIATION WHICH ARE DISPLAYED IN THE AUCTIONEER'S OFFICE AT THIS SALE.

19. 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 authorisations necessary before such vehicle or trailer can be used on the road.

20. HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO FARM SAFETY

The Purchaser of any lots 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.

21. TRADE DESCRIPTIONS ACT 1968

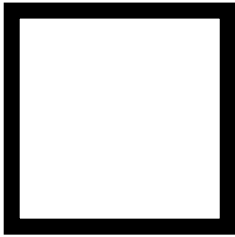
The Vendor is reminded that under the terms of the Traders Description Act 1968 the Vendor of any lots to which a false description is applied may be guilty of a criminal offence punishable by fine or imprisonment.

**MEMBER'S ACCOUNTS REGULATIONS 1993**  
**NOTICE REQUIRED UNDER REGULATION 2a**

This sale is not required to comply with the requirements of the Member's Accounts Regulations of the Royal Institution of Chartered Surveyors. No monies paid are covered by any scheme for protection of clients' monies operated by the Royal Institution of Chartered Surveyors. This notice is published in accordance with the requirements of the Royal Institution of Chartered Surveyors from whom a more detailed explanation can be obtained by writing to:

The Compliance Section  
The Royal Institution of Chartered Surveyors  
Surveyor Court  
Westwood Way, Coventry  
CV4 8JE

- Prospective purchasers are requested not to start or move any self propelled vehicles without the presence of either the Vendor or an Employee of the Vendor, or the Auctioneer or an Employee of the Auctioneer being present.
- This condition is designed to ensure the safety of all persons on the premises and must be strictly observed.
- Roger Parry & Partners LLP will not be liable for any injury loss or damage of any description sustained by any person as a result of failure to observe these requirements.



**BLOCK CAPITALS PLEASE**

Name/Trading name

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Address

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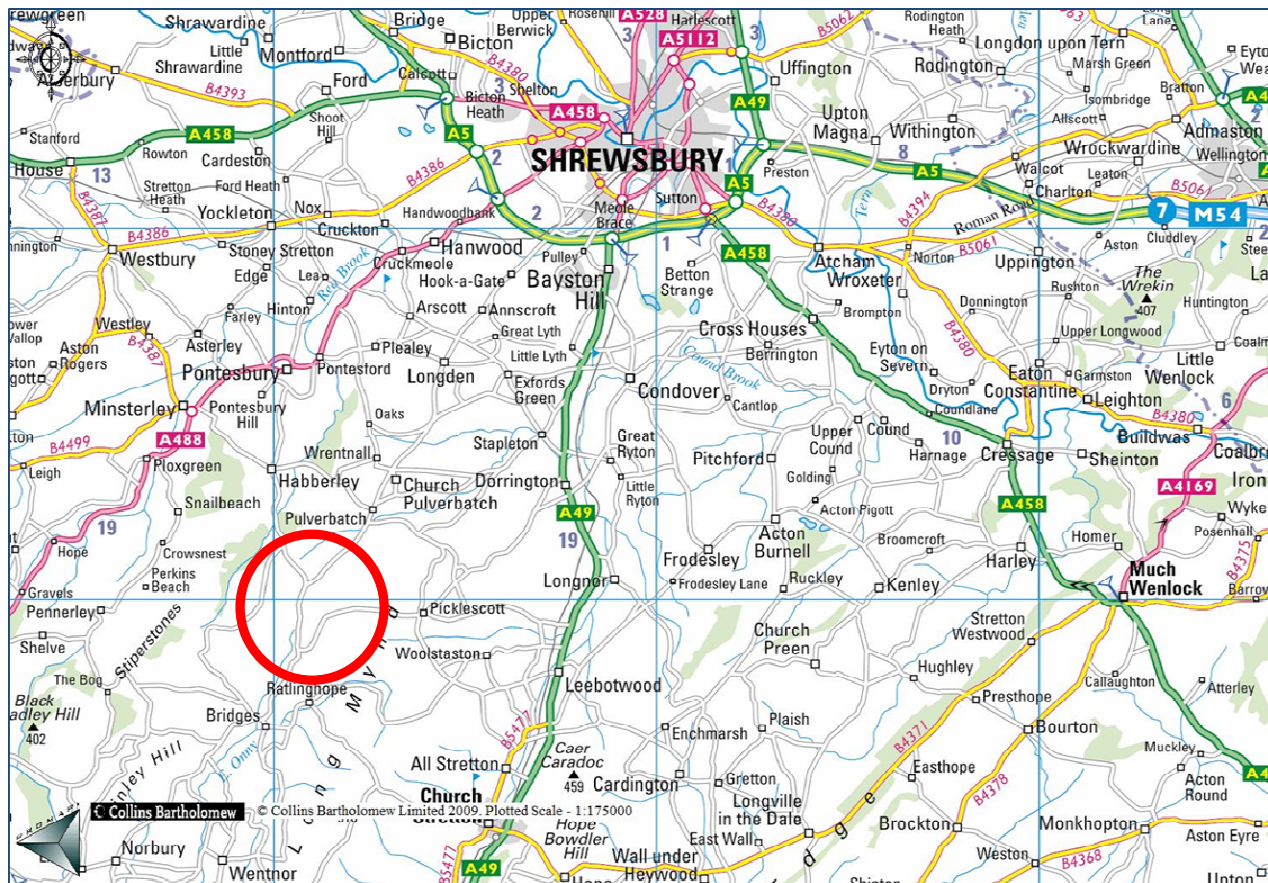
Postcode

.....

Telephone No

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## Location plan



### **SAFETY WARNING**

1. For the sake of your own safety and that of others please note:
2. Only park vehicles in the designated parking area(s). All vehicles parked at the owners risk.
3. It is preferable if dogs are not brought to the sale but if so please keep dogs under control at all times
4. A responsible adult must accompany persons under 18 years at all times
5. Do not enter areas that are fenced or taped off
6. There may be uneven ground, trip hazards and slippery surfaces around the sale venue. Take care when moving around the site and wear appropriate footwear.
7. Take care when inspecting items for sale. Items may move. Vehicles and machinery may only be operated with the authorisation of the auctioneers. No persons under 16 will be permitted on any vehicle or machine.
8. Purchasers and their agents are under a duty of care to others when removing items from the sale venue and should use appropriate protective equipment or clothing. All transport and lifting equipment must conform to current Health and Safety Executive and Road Traffic Act requirements.
9. In case of emergency all visitors should assemble in the visitors car parking area.

## FOR PROFESSIONAL ADVICE CONTACT US WITHOUT OBLIGATION

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