



**On The Instruction Of Ms Janice Brodie
SALE BY TIMED ONLINE AUCTION
Of Tractors, Trailer, Range of Implements,
Small Requisites Etc**



Viewing: Saturday 20th April 2024
10am to 4pm

At: Upper Auchechoch Farm, Maud, AB42 4QY



**Timed Online Bidding Opens from 6pm on
Friday 19th April 2024 and Starts Closing from
12noon on Tuesday 23rd April 2024**

For Further Details Please Visit www.tsaauctions.co.uk

**Thainstone Specialist Auctions (T.S.A)
Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ
T: 01467 623770 E: tsa@anmgroup.co.uk W: www.tsaauctions.co.uk**



**THAINSTONE SPECIALIST AUCTIONS (T.S.A.)
NOTICE TO PURCHASERS**

1. This notice is to be read in conjunction with the T.S.A. General Conditions of Sale.
2. A **Buyers Premium/Online Fee** of 5% with a maximum of £250 per lot will be added to the bid price of each lot sold without exception.
3. **Viewing at:** Upper Auchechoch Far, Maud, AB42 4QY on Saturday 20th April 2024, 10am to 4pm
4. **Timed Online Bidding:** Opens from 6pm Friday 19th April 2024 and Starts Closing from Tuesday 23rd April 2024, From 12noon
5. **Value Added Tax:** The equipment will be sold subject to VAT which will be added to the bid price at the standard rate of 20%.. VAT will also apply to Buyers Premium and Online Charges.
6. **Collection of Purchases** is subject to payment being made in a manner satisfactory to the auctioneers (condition 14). Collection on **Wednesday 24th and Thursday 25th April, 9am to 4pm**
7. **Payment:** Full Payment (Cleared Funds) to be received prior to removal of purchased lots.
8. Attention is drawn to clause 6(a) of General Conditions referring to accuracy of description.
9. **Removal of Purchases:** All items must be removed in a safe manner and without damage to any of the interior or exterior fabric of the premises.

For further information please ask a representative of the auctioneers who is onsite at viewing.

THAINSTONE SPECIALIST AUCTIONS
GENERAL CONDITIONS OF SALE
A Member of ANM Group Ltd
Thainstone Centre, Inverurie, Aberdeenshire, AB51 5XZ

1. These conditions together with those set out in the Notice to Purchasers either displayed at the sale or appearing in the Sale Catalogue are the terms and conditions on which Thainstone Specialist Auctions (the Auctioneer) will as agents for the Seller sell goods to a purchaser (the Buyer). The terms and conditions are binding and buyers and sellers should read them carefully.
2. (a) The parties to the contract are the Vendor and the Buyer, the Auctioneer acting only as agents for the Vendor.
(b) The parties will be responsible for, indemnify and hold harmless the Auctioneer, its officers and employees for any loss or damage of any kind and including personal injury fatal injury or disease occasioned to or suffered by any person arising out of or in connection with the performance of the contract between the Vendor and the Buyer.
3. (a) Prior to commencement of the sale intending buyers should register their interest with and obtain a bidding number from the Auctioneer;
(b) Immediately following the fall of the hammer the Buyer will if required to do so by the Auctioneer, pay to the Auctioneer in cash or otherwise as the Auctioneer may agree the price of each lot which the Buyer has purchased or such deposit as the Auctioneer may require and will supply the Auctioneer with whatever information the latter may require concerning the identity and address of the Buyer;
(c) Any balance of the price due by the Buyer will be paid to the Auctioneer within 2 working days of the date of sale or on or before the date specified in any applicable Notice to Purchasers whichever is the earlier;
(d) It is an essential condition that all lots are removed by the Buyer from the premises at which they are sold (subject to the conditions set out in Para 15) within 4 days of the date of the sale or not later than the time and date specified in any applicable Notice to Purchasers whichever is the earlier;
(e) If the Buyer fails to comply with any condition in Para 3, the Auctioneer will use his best endeavours to resell the lot or lots and the Buyer will be liable to the Vendor for any loss incurred by the Vendor (including costs and charges necessarily and reasonably incurred by the Vendor's agents) in connection with such resale and the Buyer's breach of contract Any deposit or other sum paid by the Buyer may be retained and applied towards that loss.
(f) Without prejudice to any claims that the Auctioneer and/or the Vendor may have against the Buyer for breach of contract or otherwise, the Buyer will be liable from the expiry of the time referred to in Para 4(d) hereof for all expenses incurred in storing and re-selling an/or otherwise disposing of the said lot or lots.
4. At the discretion of the Auctioneer, the Auctioneer may at the request of a buyer bid on behalf of that buyer. Such a bid shall be referred to as a commission bid. Any buyer wishing a commission bid must complete a purchaser buying order which must be deposited with the Auctioneer no later than one hour before the sale starts. Where a commission bid is accepted by the Auctioneer the Auctioneer shall have no responsibility whatsoever to the Buyer in respect of any failure on the part of the Auctioneer to (1) bid on the Buyer's behalf, unless said failure to bid is unreasonable; or (2) to secure the goods in question.
5. (a) Although the Auctioneer has used its best endeavours to ensure that the description of each lot appearing in any Sale Catalogue is accurate, the Buyer is advised to inspect any lot for which he intends to bid to satisfy himself as to the accuracy of any such description. Unless stated otherwise in the Sale Catalogue any description is for guidance only. The Auctioneer, as agent for the Vendor, will only be liable to the Buyer where the Auctioneer has wilfully or negligently mis-described a lot in any material or fundamental way.
(b) The Auctioneer as agent for the Vendor and on behalf of the Vendor excludes liability for any loss, damage or injury sustained by the Buyer as a result of or in connection with any defect in any lot purchased or any failure in the lot to fulfil any intended use. The Auctioneer will not be liable for any damage or loss sustained to any lot whilst in the Auctioneer's premises unless said damage or loss arises solely as a result of fault or negligence on the part of Auctioneer.
(c) The Auctioneer does not warrant the Vendor title to any lot and all lots are sold with only such title as the Vendor may have.
6. Subject to Para 6(a) and (b) the Buyer will by bidding for any lot be deemed
 - (a) to be satisfied as to its authenticity and condition and
 - (b) to purchase with note of all (if any) defects with no right to reject the goods after purchase because of any defect or failure in description or condition.
7. The Auctioneer may at its discretion or on the instructions of the Vendor
 - (a) alter or withdraw any lot up to the fall of the hammer relative to the lot;
 - (b) withdraw any lot if the highest price bid shall fail to reach the reserve price placed on that lot and
 - (c) where two or more consecutive lots are similar in quantity and description, offer the second and/or subsequent such lots (or any of them) to the bidder purchasing the first at the same price.
8. Bidding shall be regulated by the Auctioneer in such manner as it may reasonably think fit. This means that the Auctioneer may reasonably refuse any bid or may itself bid for the lot in question on behalf of any third party.
9. Subject always to any reserve price each lot shall be sold to the highest bidder and if any dispute arises it shall be dealt with in such manner as the Auctioneer may in its reasonable discretion determine.

10. The Buyer will pay to the Auctioneer a premium on the hammer price at a rate as displayed in the Notice to Purchasers and to which will be added Value Added Tax at the current rate. The Buyer agrees that the Auctioneer, when acting as agent for the Vendor, may also receive commission from the Vendor.
11. The agreement between Vendor and Buyer becomes binding upon fall of the hammer. Ownership of any lot purchased will not pass to the buyer until the Auctioneer has received the purchase price of that lot in cleared funds. Risk of damage to or destruction of any lot will pass to the Buyer at the time that ownership of that lot passes to the Buyer or at the time that the Buyer takes possession of the lot, whichever is the earlier. The Auctioneer will only be responsible for damage to or destruction of any lot where that damage or destruction arises as a result of fault or negligence on the part of the Auctioneer.
12. Unless a sale is notified as Value Added Tax inclusive the price at which the Buyer purchases each lot will be exclusive of Value Added Tax which will, when due, be added to the price at the appropriate rate.
13. The Vendor or any agent acting on its behalf may bid for any lot or lots offered for sale at the Auction, in which case the premium referred to in condition 11 hereof will be applied.
14. (a) The Buyer will not be permitted to remove any lot from the sale premises until all purchase monies have been paid;
(b) Subject to 15 (a) hereof the Buyer will only be permitted to remove lots from the sale premises with proof of purchase.
(c) If any party claims ownership of any lot or part of any lot prior to its removal from the sale premises, the Auctioneer reserves the right to either rescind the sale or permit removal from the premises subject to such conditions as it may reasonably decide and
(d) The entry of the Auctioneer in the sale roll will (except for manifest error or omission) be evidence of the identity of the Buyer and the price of any lot.
15. The Buyer will be responsible for all damage that it, its carriers or its agents may do to the property of any third party (and in particular to the sale premises where sold) in removing the lot(s) purchased. If, in the Auctioneer's opinion, removal of any lot or part may occasion damage to the sale premises, or any other damage which the Buyer does not agree to make good, the Auctioneer may by notice to the Buyer rescind the sale of such lot. Alternatively the Auctioneer may require the Buyer to deposit such sum of money with the Auctioneer as it may decide by way of caution for the cost of making good any such damage.
16. The Buyer will only be able to take delivery of any lot during normal working hours and only after the Auctioneer has received payment for that lot in cleared funds. Delivery must be taken within a reasonable time after the Auctioneer has received payment.
17. Where any goods purchased by the Buyer can be used in a working environment it will be the responsibility of the Buyer to ensure that the use of such goods does not contravene the statutory provisions governing such use and by taking delivery the Buyer will free and relieve the Auctioneer and the Vendor of all liability in respect of such use.

LOT	QTY	DESCRIPTION
1	3 No.	Crowbars
2	1 No.	Sledge Hammer, 1 No. Pick and 1 No. Pinch Bar
3	1 No.	Pheasant Feeder
4	1 No.	Various Lengths of Wood, Bannister Etc
5	1 No.	Tractor Exhaust
6	1 No.	Echo SRM-4000 Petrol Strimmer c/w Harness
7	1 No.	Youngman 100 7.14m Extending Ladder
8	1 No.	Garden Burner/Incinerator
9	2 No.	Sets of Jump Leads
10	1 No.	Atco Cylinder Mower
11	1 No.	Plastic Box and Pails
12	1 No.	Quantity of Masonary Tools
13	1 No.	Plastic Parts Bin
14	1 No.	Stacking Storage Box and Bins
15	1 No.	Quantity of Hammers
16	1 No.	Quantity of Screwdrivers
17	1 No.	Quantity of Adjustable Spanners Etc
18	1 No.	Quantity of Spanners
19	1 No.	Quantity of Drill Bits
20	1 No.	Blue Tarpaulin
21	1 No.	Part 3/4" Socket Set and Quantity 1/2" Sockets
22	1 No.	Pair Steel Framed Car Ramps
23	2 No.	Trays of Bolts, Screws, Fixings Etc
24	1 No.	Roll Silage Sheet - 8m x 25m and Part Roll Clear Sheeting
25	3 No.	Trays of Nails, Screws, Fixings Etc
26	8 No.	Part Drums of Lubricants
27	1 No.	Pallet Containing Anvil. Shoe Last, Old Scales, Cauldron Pots, Etc Etc
28	1 No.	Quantity of Part Rolls of Electrical Wiring
29	1 No.	Singer Sewing Machine Frame
30	1 No.	Pair of Turned Pedestals
31	1 No.	Engineers Vice
32	1 No.	Quantity of Drain Rods and Sweep Brush
33	1 No.	Various Hand Saws, Levels Etc
34	1 No.	Tray c/w 2 No. Boring Braces Etc
35	1 No.	Tray of Chisels, Wood Files Etc
36	2 No.	Trays of Hand Shears, Scissors and Chisels
37	1 No.	Tray of Pliers
38	3 No.	500ml Tubs Fernox F1 Central Heating Protector
39	2 No.	Trays of Stanley Knives and Allen Keys
40	1 No.	Glass Butter Churn

LOT	QTY	DESCRIPTION
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41	1 No.	Solo 475 Knapsprayer
42	1 No.	Echo CS-4000 Petrol Chainsaw
43	1 No.	Echo HCA-2400 Petrol High Reach Hedge Trimmer
44	1 No.	Partner K650 Petrol Cut-Off Saw
45	1 No.	JCB 3 Tonne Hydraulic Trolley Jack
46	1 No.	Sash Clamp
47	1 No.	Micron Microfit Herbi Spot Sprayer
48	1 No.	Tractor Toplink
49	9 No.	Various Imperial Weights
50	1 No.	Part Roll Baler Twine
51	1 No.	Various Implement and Tractor Pins
52	1 No.	Grain Sampling Spear
53	1 No.	Fuel Tank Level Indicator Pipe
54	1 No.	Various Fencing Tools
55	4 No.	BMW Alloy Wheels c/w 225/60 R17 99H Tyres
56	1 No.	Wellie Stand/Boot Scraper
57	1 No.	Set of Sleigh Rails
58	1 No.	Set of Garden Bench Ends
59	1 No.	Various Cement Blocks, Bricks and Decorative Stone
60	2 No.	Fuel Tanks
61	1 No.	Basket of Slaters Tools
62	1 No.	Part Roll of Felt, Gutter Hangers, Paint Etc
63	1 No.	Wooden Yoke
64	1 No.	Wooden Sack Barrow
65	1 No.	Bench Vice
66	1 No.	PTO Cover
67	1 No.	Tractor Drawbar
68	2 No.	Tractor Tool Boxes
69	4 No.	Flue Clamps
70	1 No.	Powder Fire Extinguisher
71	1 No.	Drag Chains and Wire Rope
72	1 No.	Earthenware Salt Crocks
73	1 No.	Belle 240V Cement Mixer c/w Stand
74	1 No.	Grain Bucket
75	1 No.	Three Point Linkage Pallet Forks
76	1 No.	Lawn Rake c/w Lawn Slitter Attachment
77	1 No.	Quantity Drainage Downpipe and Fittings
78	1 No.	Woodworking Bench c/w Stand
79	1 No.	Tripod Light c/w Portable Light
80	4 No.	Metal Clothes Poles

LOT	QTY	DESCRIPTION
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81	1 No.	Various Lengths of Wood
82	1 No.	Reillo Diesel Burner Unit - 240V
83	1 No.	Approximately 60kg Sulphate of Iron Plant Food
84	8 No.	Bags of Soft Sand
85	1 No.	Quantity of Square Fence Posts
86	1 No.	Quantity of Tree Stakes
87	1 No.	Various Sleepers and Wood
88	1 No.	Various Lengths of Wood
89	1 No.	Various Lengths of Tongue and Groove Wood
90	1 No.	Various Sheets of Plywood Offcuts
91	4 No.	Sacks of Coal
92	1 No.	Pallet of Old Tooling, Hinges Etc Etc
93	1 No.	Quantity of Firewood Etc
94	1 No.	Various Lengths of Tongue and Groove Timber
95	1 No.	Pallet of Fire Bricks
96	3 No.	Shovels
97	1 No.	Graip, 1 No. Hay Fork and 1 No. Hoe
98	1 No.	Harlequin 1400 Litre Fuel Station - 240V
99	3 No.	Bays of Light Duty Shelving (Contents Not Included)

LOT	QTY	DESCRIPTION
121	1 No.	Quantity of Clay Drain Pipes
122	1 No.	Pallet of Scrap Metal Etc
123	2 No.	H-Beams
124	1 No.	Quantity of Round Fence Stakes
125	1 No.	Ridgers
126	1 No.	Buckrake
127	1 No.	Cultivator
128	1 No.	Lister Nuffler
129	1 No.	Various Timbers
130	1 No.	Blench Dutch Harrow
131	1 No.	Quantity of Various Timbers
132	1 No.	Quantity of Paving Slabs
133	1 No.	Granite Roller c/w Frame and Split Roller
134	1 No.	Granite Garden Roller
135	1 No.	Granite Cheese Press
136	1 No.	Quantity of Fence Posts
137	1 No.	Bags of Cut Wood
138	1 No.	Stillage of Roofing Slates
139	1 No.	Quantity of Paving Slabs
140	1 No.	Assorted Fence Wire
141	1 No.	Stone Planter
142	2 No.	Pallets of Used Tree Stakes
143	1 No.	Quantity of Unused Tree Stakes
144	24 No.	Bags of Soft Sand
145	1 No.	Square Bale Transporter
146	1 No.	Foster TL6 Offset PTO Topper
147	1 No.	Massey Ferguson 15 Disc Grain and Fert Drill
148	1 No.	Set of Row Crop Wheels - 8.3 R44 - 8 Stud
149	1 No.	Vaderstad Roller RX620 Cambridge Rollers
149A	1 No.	Amazone ZA-X902 Fertiliser Spreader
150	1 No.	New Holland Super Hayliner 276 Conventional Square Baler
151	1 No.	International 440 Conventional Square Baler
152	1 No.	Marshall 4 Ton Dropside Grain Trailer
153	1 No.	OSR 348M - Leyland 270 Two Wheel Drive Tractor - Displaying 7260 Hours
154	1 No.	SV06 BEY - New Holland TD80D Two Wheel Drive Tractor - Displaying 2681 Hours



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