



**BEAULIEU ROAD SALE
NEW FOREST, HANTS SO42 7YQ**

3 miles from Lyndhurst on the B3056 Beaulieu Road and adjoining Beaulieu Road Station

Sale by Auction of

**92
NEW FOREST PONIES
and other breeds of
horses, ponies and donkeys**

under the auspices of the
NEW FOREST LIVESTOCK SOCIETY

THURSDAY 28th NOVEMBER 2013

Commencing at 10.30 am

Tel 01722 321215
Fax 01722 421553

www.salisburyauctioncentre.co.uk

£1.50

SPECIAL CONDITIONS OF SALE

1. **CONDITIONS OF SALE** The sale will be held under the General Conditions of Sale as printed at the back of the Catalogue and also under the Conditions of Sale applicable to Southern Counties Auctioneers Horse Sales, a full copy of which is available in the Auctioneers Office. **It is the duty of all Purchasers and Vendors to acquaint themselves with the Conditions of Sale.** In the case of variance, the Horse Sales Conditions will take precedence.
 2. **PAYMENT All lots must be paid for on the day of sale and within one hour of the end of the sale by cash or debit/credit card there will be a 2% charge on a credit card, cheques will not be accepted unless prior arrangements have been made.** Prospective buyers wishing to pay by cheque must be prepared to produce a Bankers Reference or Cheque Guarantee Card for a sum to cover their purchases.
 3. **WARRANTIES** the only warranties at the Sales are -
 - Quiet to Ride** which shall imply that the animal may be ridden by a reasonably experienced person, on its own, in company and in traffic and is sound in wind, eyes, heart and action.
 - Good Hunter** which shall imply that the animal is 'quiet to ride' (as above) has been hunted and is capable of being hunted.
 - Quiet to Drive** which shall imply that the animal is quiet and capable of being driven in single harness, in and out of traffic and is capable of doing a reasonable days work and is sound in wind, heart and action.

It is a condition of warranty that all such warranted animals shall be free from any disease either infectious or contagious, that they shall be free of vice(s) such as crib biting, wind sucking, weaving etc (unless expressly declared) and that such animals have not been tubed, fired, un-nerved or operated upon for unsoundness of any kind (unless expressly declared).
 4. **UNLESS SO STATED IN THE CATALOGUE OR AT THE TIME OF SALE, UNBROKEN PONIES CARRY NO WARRANTY.**
 5. **UNWARRANTED ANIMALS** are sold as seen and are taken with all faults and vices whether described or not and cannot be returned under any circumstances.
 6. **COMPLAINT PROCEDURE** Purchasers are reminded that they have until **MIDDAY ON THE SATURDAY FOLLOWING THE SALE** to satisfy themselves that any such warranted animal fulfils its warranty. There can be **NO CLAIM** under the warranties unless the Auctioneers have been notified prior to the above time. There similarly will be no claim if the payment in full has not been received by the Auctioneers.
 7. **INJURY** The Auctioneers accept **NO** responsibility for injury to or accident to either the Vendors or their lots, purchasers or people attending the sales from any cause whatsoever, during the time they are in the Sale Yard or In transit to or from the Sales. People attend the Sales at their own risk.
 8. **DESCRIPTION** The descriptions in the catalogue are those furnished by the Vendors and the Auctioneers are not to be held liable for any mis-description, heights and ages are not guaranteed and Purchasers must satisfy themselves as to these matters. Any claim by purchasers under the Trades Description, Misrepresentation or Sale of Goods Act must be made directly by the Purchaser against the Vendor. Vendors must notify the Auctioneers at once of any mis-statements as to their entries otherwise the description as printed in the catalogue will be deemed correct, furthermore, any verbal statement made by the Vendor and entered on the Auctioneers Sale Sheet will be deemed binding on the Vendor in so far as any dispute between Vendor and Purchaser may be actionable at Law.
 9. **ALL LOTS** at the fall of the hammer become the property of the Purchaser.
 10. **VENDORS MUST ASCERTAIN THAT THEIR LOTS ARE SOLD BEFORE LEAVING THE SALE YARD** Failure to do so may result in a further charge.
 11. **ANY DECISION** made by the Society or the Auctioneers as to the conduct at these Sales shall be final and binding at all times.
 12. **VALUE ADDED TAX** all lots are subject to VAT at the standard rate unless otherwise stated.
 13. Late entries. Uncatalogued entries will be subject to a £10 offering fee (non-refundable)
 14. Individual pens may be available at a charge of £5 per pen payable on entry to the sale yard.
 15. There will be a minimum bid of 10 guineas in sections 1, 2 and 3.
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PASSPORTS

ALL PURCHASERS SHOULD SATISFY THEMSELVES THAT THEY HAVE RECEIVED THE CORRECT PASSPORTS OR PASSPORT APPLICATION CONFIRMATIONS BEFORE THEY LEAVE THE SALES OFFICE.

SUBJECT TO CONDITION 8 OF THE SPECIAL CONDITIONS OF SALE ANY COMPLAINT REGARDING THE DESCRIPTION OR DETAILS IN THE PASSPORT MUST BE RAISED BEFORE REMOVING THE PONY IN QUESTION FROM THE SALE YARD.

VENDORS ARE REQUESTED TO PRESENT THEIR PONIES FOR LOTTING AS EARLY AS POSSIBLE AND IN ANY
CASE NOT LATER THAN 11.30 am (SEE NOTE BELOW)
NO DOGS TO BE TAKEN INTO THE SALE YARD.
LAIRAGE CAN BE PROVIDED AT OWNERS RISK BY PRIOR ARRANGEMENT.
SELLING WILL BE GUINEAS.

ALL PONIES MUST BE UNLOADED & LOADED IN THE SALE YARD ONLY.
VETERINARY SURGEONS Veterinary Surgeons on behalf of the Society will be in attendance until 11.30 am to
inspect animals entering the Sale Yard. IT IS THEREFORE MOST ESSENTIAL THAT ALL LOTS ARE BROUGHT
FORWARD FOR LOTTING BY THIS TIME. LATE ARRIVALS WILL BE REFUSED BY THE STEWARDS. A Veterinary
Surgeon will be on call after 11.30 am but the cost of same must be paid by the owner of the pony at this time,
ownership after the fall of the hammer being the Purchaser.

PURCHASERS INTENDING TO BUY SEVERAL PONIES SHOULD REQUEST A SEPARATE BUYERS PEN PRIOR TO THE
COMMENCEMENT OF THE SALE. ON COLLECTING YOUR TICKET PLEASE ENSURE THAT ALL YOUR PONIES ARE
GATHERED TOGETHER BEFORE YOU PARK ON THE LOADING RAMP. ONLY THE APPOINTED HANDLERS, OR
OWNERS WITH PERMISSION FROM THE STEWARDS ARE ALLOWED TO DRAW PONIES AFTER THE SALE.

REGISTRATION SEARCH FEE PURCHASERS REQUIRING THE AUCTIONEERS TO SUPPLY DETAILS OF LOTS
BOUGHT 6 MONTHS AFTER THE ORIGINAL SALE DATE WILL NOW BE CHARGED A FEE OF £17.63 (£15 PLUS
VAT) PER LOT.

GENERAL NOTES

VERY IMPORTANT

The Welfare of Animals (Transport) (England) Order 2006.

All purchasers and haulage contractors must comply with the provisions of the above Order.
*Is an offence to transport any animal in a way which causes, or is likely to cause injury or
unnecessary suffering to that animal.*

NO MORE THAN 4 UNBROKEN HORSES MAY BE TRANSPORTED IN ANY ONE PARTITION.

Anyone transporting horses from this sale, other than an individual horse, on a journey in
excess of 65km (approx 40 miles)

1. Must hold a relevant transporters authorisation.
2. Must complete and keep for 6 months an Animal Transport Certificate.
3. Must hold a relevant Certificate of Competence.

Vehicles must be escape-proof, trailers must have rear top doors or a bar to prevent ponies
escaping. Horses of different sizes or ages must be in separate partitions. Unbroken horses
may not be transported on journeys in excess of 8 hours.

IMPORTANT NOTE - NEW FOREST BYE-LAWS

Forestry Commission Keepers in uniform are present at the Sales and are responsible for the enforcement of the
following New Forest Bye-Laws. -

8. No person shall erect, place, fix or display any placard, bill, notice or board anywhere in the New Forest.
10. No person shall camp in the Forest, or erect, place or leave therein any tent, caravan, booth, swing, pole,
clothes line or other erection of whatever kind.
14. No person shall deposit or leave in the Forest (except in receptacles provided for the purpose by the
Forestry Commissioners or by a local Authority) or in any lake, pond, water tank, drain or watercourse
therein, any dead animals, litter, rubbish, filth or refuse of whatever kind.
26. No person shall erect, sell, hawk or distribute in the Forest any food, beverage, literature or any other
kind of goods of any sort whatsoever.

A copy of the New Forest Bye-Laws is exhibited opposite the New Forest Hotel, Beaulieu Road.

The Forestry Commission, mindful of the Conditions under which this sale is granted a Licence to operate, has
become increasingly concerned over the private trading in the Lorry park and illegal parking within the sale
curtilage. In consequence only transport with stock to sell and bona fide Purchasers will be admitted to the sale
site and a one way circulatory system will be brought into operation for loading and unloading. Hampshire
Constabulary will be present to ensure that the above conditions are complied with. All private cars will be
directed to park in the Public Car Park beyond the Beaulieu Road Hotel on the opposite side to the sale site.

IMPORTANT NOTICE TO ALL PROSPECTIVE

**PURCHASERS AT THIS AUCTION
PURCHASER IDENTIFICATION NUMBERS**

EVERY PROSPECTIVE PURCHASER MUST CALL AT THE SALES OFFICE ON THE
SALE SITE TO REGISTER THEIR NAME & ADDRESS AND COLLECT THEIR
PURCHASER IDENTIFICATION NUMBER

MICROCHIPPING SERVICE

**Foals entered by venders who have paid a marking fee for the
dam will be microchipped free of charge by the New Forest
Livestock Society through the Verderers scheme.**

CATALOGUE

SALE COMMENCES at 10.30 am PROMPT

in catalogue order

IMPORTANT NOTICE

THIS CATALOGUE IS COMPILED FROM THE ENTRIES RECEIVED BY THE AUCTIONEERS.
HOWEVER, THE AUCTIONEERS CANNOT ACCEPT ANY RESPONSIBILITY FOR PONIES NOT
BROUGHT FORWARD ON THE DAY OF SALE.

ENTRIES INTO THIS SALE ARE ONLY ACCEPTABLE FROM CURRENT MEMBERS OF EITHER
THE NEW FOREST PONY BREED SOCIETY OR THE COMMONERS DEFENCE ASSOCIATION.
IF YOU ARE NOT A MEMBER OF EITHER OF THESE BODIES DO NOT BRING ANY PONIES TO
THE SALE YARD AS THEY WILL NOT BE ACCEPTED.

DESCRIPTION OF AGE

Horses and ponies are deemed to reach their 1st birthday on the 1st January of the year
following their birth and therefore any animal born in 2012 will be a yearling, any animal
born in 2011 will be a 2 year old and any animal born in 2010 will be a 3 year old etc,
irrespective of their exact date of birth. No foal under 4 months of age will be accepted for
sale.

SECTIONS 1 and 2

PONIES REGISTERED IN THE NEW FOREST PONY STUDBOOK

THERE WILL BE A PASSPORT TRANSFER FEE

ALL PONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 10 GUINEAS

ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED

**** PLEASE NOTE****

**IN ACCORDANCE WITH CONDITION 11 OF THE CONDITIONS OF SALE ENTRY,
VENDORS OF PONIES UNSOLD DUE TO RESERVE OR BOUGHT IN WILL BE CHARGED AN
OFFERING FEE OF £5 PER HEAD TO BE PAID BEFORE THE PONIES ARE REMOVED FROM
THE SALE YARD.**

P S BUTLER ESO

1-2 **DETAILS AT TIME OF SALE**

MRS W SCOTT

3 **DARK BAY COLT RISING 2YO NFM540/329 DOORAGE BE WITCHED
SIRE: DORRIDGE TOM BOY
DAM: BUTTS LAWN BONNIE
M/C98610000000013**

- 4 **MRS A BURGESS**
IRON GREY COLT 2YO
- 5 **HEATHER DUNNING**
ROAN GELDING 6YO 13.2HH PIGBUSH LIBERTY
- 6-8 **MRS SUE DUELL**
GELDING
- 9-10 **W G FROMM**
GELDING 3YO
- 11 **MASTER M NAPHTHINE**
MARE 4YO DOORAGE PERFECTION
SIRE: VERNONS TOYBOY
DAM: ASHLEY ATTRACTION
- 12 **R G MANSBRIDGE ESQ**
FILLY FOAL
- 13-14 **C MOORE**
FOAL
- 15-22 **MR RH BENNETT**
FOAL
- 23 **MRS T BICK**
CHESTNUT ROAN COLT FOAL
- 24 **MR & MRS N ADAMS**
BLACK FOAL 4/5 MO
SIRE: BROOKSHILL MUSTANG
DAM: NFM
- 25 **BROWN FOAL 4/5 MO**
SIRE: BROOKSHILL MUSTANG
DAM: NFM
- 26 **R C WHITE ESQ**
DARK BAY COLT FOAL
SIRE: MEADOWSWEET MAJOR
DAM: PONDHEAD BABYCHAM II
- 27 **BAY COLT FOAL**
SIRE: MEADOWSWEET MAJOR
DAM: MEADOWSWEET MARGARET
- 28 **MRS M A TILLYER**
CHESTNUT COLT FOAL SPRATTSDOWN CIRBUS
SIRE: PORTMORE THUNDERCLOUD
DAM: SPRATTSDOWN CINCINATTI
DAMS SIRE: MONKSHORN SNIPER
WEANED, WORMED, WELL HANDLED, FRIENDLY & QUIET NATURED

- MRS E LOVELL**
29 CHESTNUT FILLY FOAL TO MAKE 14-14.2HH NFM55/061 ROWDOWN EMELI
SIRE: BAKEBURN BENNY
DAM: MAGGIE MAY IV
STUD BRED, WELL GROWN FILLY
- 30 DARK BAY COLT FOAL TO MAKE 14.2HH NFM55/093 ROWDOWN LITTLE BASIL
SIRE: LOVELYHILL HENDRIX
DAM: YEWTREEE LITTLE SORREL
STUD BRED, WELL GROWN
M/C4326146
- 31 COLT FOAL ROWDOWN RED LIGHT
SIRE: OKE DENE RED ALERT
DAM: MOCKBEGGER WALK ON
FOREST BRED
- MRS A BURGESS**
32 IRON GREY COLT FOAL 6MO
- F J HOLLISTER ESQ**
33 BAY COLT FOAL 6MO Y55/076 PILLEY HILL HENREY
FOREST BRED
- 34 DARK BAY COLT FOAL 7MO PILLEY HILL FARMERS LAD
SIRE: PALACE FARMER - STUD STALLION
- MASTER WILLIAM GERRELLI**
35 GREY COLT FOAL
36 BROWN COLT FOAL
- P S BUTLER ESQ**
37 BLACK FILLY FOAL TO MAKE 14.2HH BACKLEY SAVANNA
SIRE: BACKLEY GRENADIER
DAM: BACKLEY BONNIE
- 38 CHESTNUT FILLY FOAL TO MAKE 14.0HH AVON TYRRELL RED CARA
SIRE: ASHLEY SENSATION
DAM: PAMELA II
- 39 CHESTNUT COLT FOAL TO MAKE 14.2HH BACKLEY VIVALDI
SIRE: BACKLEY GRENADIER
DAM: SILVERDEER DODO
- MASTER JULIAN POTHECARY**
40 BAY COLT FOAL IPLEY CLOUD BURST
SIRE: RUSHMOOR PLAYWRIGHT
DAM: TWIGGS LANE FOGGY
- JH & TS YOUNG & NINEHAM**
41 BLACK FILLY FOAL NFM55/037 BROCK KRANBERRY
SIRE: LOVELYHILL HILL CRANBORNE HEIGHTS
DAM: BROCK BLACKBERRY
FOREST BRED, WEANED, WORMED & HALTER BROKEN. QUIET & EASY TO
HANDLE, CLOSELY RELATED TO PROLIFIC SHOW WINNERS BROCK
HALLOWEEN & BROCK BOUDICCA
- MR JAMES GERRELLI**
42 GREY COLT FOAL BLAKESWATER MATADOR
SIRE: LUCKY LANE ROLLO
DAM: HOLMSLEY LIGHTFOOT
- 43 BAY COLT FOAL

GELDED FOALS

A NEW INITIATIVE TO ENCOURAGE BUYERS OF NEW FOREST FOALS

- 50 **MRS D VAN HENNIK**
DARK BAY GELDED FOAL TO MAKE 14.2HH NFG55/007
BUCKLAND BONNIE LAD
SIRE: BUCKLAND DAZZLER NFS48/211
G SIRE: BURLEY GOLD BLEND NFS36/157
G DAM: BUCKLAND ROXY NFM36/263
DAM: BUCKLAND BONNIE II NFM46/578
G SIRE: FARRIERS RAMBLER NFS39/035
G DAM: KATANGA NFM32/240
- 51 **R MATON ESQ**
BAY GELDED FOAL TO MAKE APPROX 13.3HH NFY55/106
MALLARDS WOOD JACK DANIELS
SIRE: MOORTOWN NOBBY - SUPREME CHAMPION STALLION
DAM: MALLARDS WOOD RUM'N'BLACK - 14.1HH QUALITY MARE & SUPER
UNDER SADDLE.
TRUE TO TYPE, WILL MAKE A SUPER RIDDEN GELDING, SUPER TEMPERAMENT
- 52 **MRS E LOVELL**
BLACK GELDED FOAL TOMAKE 14.2HH NFY55/095
ROWDOWN PRINCE GEORGE
SIRE: LOVELYHILL HENDRIX
DAM: ROWDOWN RAMBLER
QUIET & HALTER BROKEN, CHUNKY, WELL GROWN, STUD BRED FOAL
M/C9810000043444440
- 53 **DARK BAY GELDED FOAL TO MAKE 14.2HH NFY55/090**
ROWDOWN BRIDGETOWN
SIRE: LOVELYHILL HENDRIX
DAM: YEWTREE SOLDIERS GIRL
WELL GROWN, STUD BRED FOAL, QUIET & HALTER BROKEN
M/C981000004332440
- 54 **MS J TILLYER**
BLACK GELDED FOAL NFG55/005
BLACKWELL NIGHT WATCHMAN
SIRE: BLACKWELL FLASHMAN
DAM: SPRATTSDOWN DENA (GRADED)
WELL HANDLED, WEANED & WORMED, BOTH PARENTS LOVELY RIDING
PONIES, EXCELLENT TEMPERAMENT. M/C
- 55 **MR & MRS S YOUNG**
BAY GELDED FOAL NFG55/008
BROCK BOOGALOO
SIRE: LOVELYHILL GRANBORNE HEIGHTS
DAM: BROCK RHYTHM
BOTH HIS SIRE & DAM ARE BREED SOCIETY GRADED. HE COMES FROM A LONG
LINE OF TOP CLASS PERFORMANCE PONIES INCLUDING OLYMPIA BEST OF
BREED, DRESSAGE AND WORKING HUNTER CHAMPIONS.
HE IS WORMED AND CORRECTLY WEANED AND VERY QUIET TO HANDLE. M/C

SECTION 3

FOR FIRST CROSS OR PART BRED NEW FOREST PONIES

That are either registered or are eligible for registration in the First Cross or the Part Bred Record.

ALL PONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 10 GUINEAS
ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED

60 **MRS T BICK**
CHESTNUT YEARLING COLT NFPB2098
BY WELSH SEC 'D' STALLION
OUT OF FOREST MARE
M/C98610000016531

61-62 **P S BUTLER ESQ**
DETAILS AT TIME OF SALE

63 **MRS SUE DUELL**
GELDING

64 **R G MANSBRIDGE ESQ**
FOAL

65-66 **C MOORE**
FOAL

67-68 **MR RH BENNETT**
FOAL

69 **MISS W PEARCE**
LIGHT CHESTNUT COLT FOAL

70-71 **K RICKMAN ESQ**
BAY COLT FOAL
SIRE: LOVELYHILL CRANBORNE HEIGHTS

72 **MAST WILLIAM GERRELLI**
GREY COLT FOAL

73 **MISS Z POTHECARY**
PALOMINO COLT FOAL

SECTION 4

OTHER HORSES AND PONIES

ALL PONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 10 GUINEAS
ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED

80 **F J HOLLISTER ESQ**
ROAN FILLY MINIATURE SHETLAND FOAL 7MO PILLEY HILL BARLEY TWIST
M/C986100000195136

81-82 **M GERRELLI ESQ**
SHETLAND FOAL

- MR JAMES GERRELLI**
83 MINIATURE SHETLAND COLT FOAL
84 DARK MINIATURE SHETLAND FILLY FOAL
85 CHESTNUT MINIATURE SHETLAND FILLY FOAL
- R MATON ESQ**
90 GREY JACK FOAL
- MRS W SCOTT**
95 DARY BAY COLT RISING 2YO 10HH+ NFEQ04581
SIRE: BLAGDON COB 13.2HH
DAM: SEC 'A' 11.2HH
M/C98610000018325
- MRS SUE DUELL**
96 GELDING
- V JOHNSON**
97 GREY MARE 7YO 14HH BEEN RUNNING WITH PALOMINO STALLION
- M DENNESS ESQ**
98 HACKNEY X MARE BEEN RUNNING BACK WITH HACKNEY STALLION
M/C
- V JOHNSON**
99 COLOURED FILLY
100 GREY COLT
- M DENNESS ESQ**
101-103 HACKNEY FOAL M/C
- MRS T JONES**
104 ROAN & WHITE FILLY 4YO 14.1HH
OUT OF FOREST MARE, BY WARMBLOOD
RUN FOREST TO DATE
- MR H PENN**
105 PALOMINO REGISTERED SEC 'D' FILLY 3 1/2 YO 14.1HH
WELL HANDLED
- MISS S ENGLAND**
106 TREKENNA X COLT FOAL
107-116 WARMBLOOD X FOAL

**FURTHER ENTRIES ACCEPTED FROM MEMBERS OF THE NEW FOREST PONY
BREEDING AND CATTLE SOCIETY OR THE COMMONERS DEFENCE ASSOCIATION**

FIXTURE LIST

Saturday 23rd November	Netherhampton Salerooms Sporting Sale
Thursday 28th November	Beaulieu Road Pony Sale
Friday 29th November	Netherhampton Salerooms Sale of Every Day Wines & Spirits
Monday 2nd December	'Gilten' Market
Tuesday 3rd December	Salisbury Market Sale of Pigs Christmas Show
Friday 6th December	Netherhampton Salerooms Sale of Antiques and Collectables
Wednesday 11th December	Netherhampton Salerooms Sale of Carpets, Rugs and Textiles
Saturday 14th December	Salisbury Market Sale of Rare & Traditional Breeds of Poultry etc Also Christmas Poultry
Tuesday 17th December	Salisbury Market Sale of Pigs Sale of Christmas Poultry
Thursday 19th December	Shaftesbury Market Sale of Christmas Poultry
Friday 20th December	Netherhampton Salerooms Sale of General Household Furniture & Effects



**SALISBURY CHRISTMAS PRIZE
SHOW & SALE 2013**

ON TUESDAY 3rd DECEMBER 2013

**Classes for Handled & Unhandled Cattle,
Sheep and Pigs**

Entries close Tuesday 26th November

All welcome to view on the day

Conditions of Sale

1. The highest bidder for any lot shall be the Purchaser and if any dispute should arise between 2 or more bidders the lot may be put up again at the highest undisputed bidding and resold or the Auctioneers may determine the dispute at their election and their decision shall be final and conclusive.
2. No person at any bidding shall advance less than the sum stated by the Auctioneers at the time of selling nor shall any bidding be retracted.
3. Each Purchaser shall give his or her name and place of abode in writing (if required) and pay the full purchase money at the close of the Sale, or if required, the whole or a portion of the purchase money as the Auctioneers may determine during the course of the Sale.
4. The Auctioneers have described the lots to the best of their ability and belief from the information furnished by the Vendor. The Vendor who supplies such statements is alone responsible for any error or mis-statement which there may be.
5. No lot/s shall be removed from the premises until paid for, but each and every lot shall immediately at the fall of the hammer be considered as, and be and remain in every respect at the absolute risk of the respective Purchaser/s thereof, and shall be removed from the Sale at the Purchasers expense, save as may be provided for under the terms of clause 7 herein. All goods sold will remain the property of the Auctioneers until the purchase price has been paid in full. The purchaser will remain a bailee only until payment is made.
6. The lots are sold as seen with all faults, imperfections and errors of description, neither the Auctioneers nor the Vendor being responsible for the current description, genuineness or authenticity of any fault or defect in any lot, and giving no condition, warranty or undertaking in those regards whatever, whether by law, statute, custom trade usage or otherwise save where such undertaking is required by law to be given. The Purchaser/s hereby agree that they have by reason of his or their own inspection and investigation of the lot satisfied himself or themselves of the accuracy of any description or other statement whatsoever given or made in connection with the sale, and of the state, nature and condition of the said lot.
7. Notwithstanding the provisions of Condition 5, where the Purchaser/s contends after the fall of the hammer but prior to his or their making payment that the Vendor or the Auctioneer has mis-represented the mechanical condition or state or the accuracy of the description of the lot in such a way to have influenced the Purchaser/s in making his or their bid, the Auctioneer may at his sole and absolute discretion have the lot removed to the premises of an independent expert selected by him at his sole discretion for specialist examination which, if necessary or appropriate, may include the dismantling and reconstruction of the lot. If in the opinion of the expert the Purchaser/s claim is justified, then provided there is no contention as to whether or not such a misrepresentation was made, the Vendor shall bear all costs incurred by the expert including those in respect of transport or delivery to his premises and any storage or charge for custody and the Purchaser/s may have the option of cancelling the sale or negotiating a lesser price with the Auctioneer. If in the opinion of the expert the claim of the Purchaser/s is not justified then the Purchaser/s shall bear all of the experts costs, including those of transport and delivery to his premises and any storage or charge for custody.
8. Inasmuch as the Auctioneers act only as Agents for the Vendor, they shall not be held personally liable for any default on the part of either Vendor or Purchaser.
9. No undertaking of the Auctioneers or their servants to take charge of any lots after the Sale, or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions.
10. Purchasers paying by cheque must be prepared, if required, to produce a letter of credit from their Banker.
11. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.
12. The Auctioneers reserve to themselves the right of refusing any bidding they may deem it advisable to decline, and of withdrawing any lot/s from the Sale and to sell in such order as they may think fit.
13. Purchasers or their Agents are requested to obtain accounts and delivery orders at the Auctioneers office before leaving the place of Sale, and carefully to examine same. The Auctioneers cannot hold themselves responsible for any errors in accounts or delivery orders unless they are notified of such errors on the day of the Sale.
14. VAT - The Auctioneers will offer the lots for Sale exclusive of Value Added Tax. VAT at Standard Rate will be added when the accounts are made up.
15. All private sales made on the day of sale must be booked through the Auctioneers.
16. On the fourteenth day after the Sale Vendors shall be entitled to receive the purchase price (less commission) of any lot/s provided that the Auctioneers shall have received same and that in the event of any acknowledged debt of the Vendor/s being owed to the Auctioneers the latter shall have the right to set off such debt against the proceeds of Sale.