



**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

**85
NEW FOREST PONIES
and other breeds of
horses, ponies and donkeys**

under the auspices of the
NEW FOREST LIVESTOCK SOCIETY

WEDNESDAY 25TH NOVEMBER 2015

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 20 guineas.**

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 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

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 2014 will be a yearling, any animal born
in 2013 will be a 2 year old and any animal born in 2012 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 20 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.**

T R ADAMS ESQ

1 CHESTNUT YEARLING COLT NFY56/188

SIRE: PORTMORE THUNDERCLOUD

HALTER BROKEN

2 BAY ROAN YEARLING COLT NFY56/191 HALTER BROKEN

P S BUTLER ESQ

3 BAY FILLY 3YO 14HH M54/327

SIRE: DORRIDGE TOM BOY

DAM: ASHLEY FINESSE

M/C986100000012966

4 BAY FILLY 3YO 14HH M54/328

SIRE: DORRIDGE TOM BOY

DAM: BUTTSLAWN SOPHIE

- 5 **P S BUTLER ESQ**
BAY YEARLING FILLY M56/156
SIRE: ASHLEY SENSATION
DAM: BACKLEY WATERLILY
- 6 **L STACE**
GREY GELDING 4YO 14.2HH NFG53/105
M/C981000004396198
- 7 **MRS T BICK**
BAY GELDING 4YO 13.2HH NFG53/047
SIRE: BUCKLAND DAZZLER
DAM: BUCKLAND RAVE-ON
M/C958000001785614
- 8 **MRS C BATES**
BLACK STALLION 3YO NFS54/145 KNAVESASH HARLEY
SIRE: LOVELYHILL HENDRIX
DAM: AMARILLO SODA
PROVEN 3YO BLACK STALLION WITH RARE BLOOD LINES, FOREST BRED,
QUIET EASY TO HANDLE
- 9 **BAY GELDING 3YO 13HHG54/143**
SIRE: APPLEWITCH PURE MAGIC
DAM: FOXHILLS BRONTE
FOREST RUN, HALTER BROKEN, GOOD WITH FARRIER
- 10 **BAY GELDING 3YO 13HH G54/098**
SIRE: LUCKY LANE PILADOR
DAM: LUCKY LANE DURIAN
FOREST RUN, HALTER BROKEN, GOOD WITH FARRIER
- 11 **MRS P DUNNING**
CHESTNUT GELDING 7YO 13.2HH PLUS NFG50/097 FOXHILLS FREEDOM
SIRE: BROOKSHILL MUSTANG
DAM: FIR TREE FANCY
FOREST RUN, HALTER BROKEN, HANDLED, SEEN FARRIER, READY TO MAKE
NICE RIDER
- 12 **P S BUTLER ESQ**
BAY YEARLING GELDING 12HH Y56/194
SIRE: ASHLEY SENSATION
DAM: PAMELA II
M/C98600000011441
- 13 **M LOVELL ESQ**
ROAN GELDING 4YO 14.1HH NFY53/127
SIRE: LOVELYHILL HENDRIX S46/067
DAM: ROWDOWN SONNY M47/401
M/C981000004352116
- 14 **MR A INGRAM**
ROAN FILLY 2YO WOODMOOR MYSTERIOUS MAY

P S BUTLER ESQ
15 IRON GREY FILLY 3YO 14HH M54/235
SIRE: BACKLEY MISTRAL
DAM: BACKLEY BREEZE
M/C9860000012360

16 GREY FILLY 3YO M54/310
SIRE: BACKLEY MISTRAL
DAM: BACKLEY JUST JANE

17 BAY FILLY 3YO M54/334
SIRE: DOORAGE PLAYMATE
DAM: DORRIDGE CINNAMON

MRS S WASHBOURN
18 CHESTNUT MARE 8YO 14.2HH NFM49/170
SIRE: FARRIERS PLAYBOY
DAM: SILVERLEA PRIMA DONNA
GOOD TO CATCH, TRAFFIC, FORWARD DRIVE

R RUSSELL
19 BAY MARE 6YO 14.2HH NFM51/164 WILLOWAY DESIGNER GOLD
SIRE: WOODROW PRINCE HARRY
DAM: WILLOWAY PURE GOLD
HAS HAD SADDLE & BRIDLE ON, LACK OF TIME & OVER STOCKED

B MANSBRIDGE ESQ
20 COLT FOAL

K G MANSBRIDGE ESQ
21-22 COLT FOAL

R G MANSBRIDGE ESQ
23-26 COLT FOAL

T R ADAMS ESQ
27-28 GREY COLT FOAL 6 MO
29-30 BAY/DARK BAY COLT FOAL 6 MO

J R GERRELLI ESQ
31-32 COLT FOAL FOREST BRED
33 ROAN COLT FOAL
SIRE: PORTMORE THUNDERCLOUD
DAM: CRABBSWOOD DAPHINE
WELL GROWN FOAL

MESR J & M GERRELLI
34 GREY FILLY FOAL 5 1/2 MO
SIRE: SWAY MISTER BLUE SKY
WELL HANDLED, FOREST BRED
35 BAY FILLY FOAL NICE FOREST BRED FOAL

J A STRIDE ESQ
36 CHESTNUT COLT FOAL 7MO NFY57/068
SIRE: STUARTMOOR TOPHAT

- 37 **J A STRIDE ESQ**
BLACK COLT FOAL 7MO Y570/063
SIRE: PORTMORE DOWN POUR
DAM: RIDLEY REDSTART
M/C98610000219811
- 38 **MR JAMES GERRELLI**
DARK BAY FILLY FOAL TO MAKE 14HH PLUS BLAKESWATER GRACE
SIRE: LUCKY LANE ROLLO
DAM: BURNTHOUSE VALERIE
A STRONG FILLY
- 39 **MRS E M GERRELLI**
CHESTNUT COLT FOAL
SIRE: HALESTORM BRANSTON PICKLE
DAM: LUCKY LANE MOLLY II NFM46/520
- 40 **MRS E M GERRELLI**
CHESTNUT COLT FOAL
SIRE: HALESTORM BRANSTON PICKLE
DAM: LUCKY LANE SPRINKLE NFM450/347
- 41-42 **M GERRELLI ESQ**
FILLY FOAL
- 43 **M & J NOBLE**
BAY COLT FOAL 6MO NFY57/086
SIRE: LUCKY LANE ROLLO
DAM: POPSOCK
- 44 **M & J NOBLE**
BAY FILLY FOAL 6MO NFM57/111
SIRE: LUCKY LANE ROLLO
DAM: MITZI
- 45 **MR & MRS M ADAMS**
GREY COLT FOAL
SIRE: SWAY MR BLUE SKY
DAM: YEWTREE ICEFLOW
- 46 **MR & MRS M ADAMS**
CHESTNUT COLT FOAL
SIRE: ASHDEAN RECORD
DAM: BUSKETTS FANCY
- 47 **MR & MRS M ADAMS**
COLT FOAL
SIRE: LUCKY LANE ROLLO
DAM: WOOTTON HEATH LEGAL JOLLY
- 48 **MR & MRS M ADAMS**
COLT FOAL
SIRE: LUCKY LANE ROLLO
DAM: WOOTTON HEATH CALYPSO
- 49 **M LOVELL ESQ**
BAY FILLY FOAL NFM57/053
SIRE: SKYWALKER S45/051
DAM: ROWDOWN RUM 'N' BLACK M55/059
- 50 **M LOVELL ESQ**
FILLY FOAL

51 **MRS E LOVELL**
BAY COLT FOAL 6MO MAKE 14.2HH CARTER STONE FLYPAST
SIRE: SKYWALKER
DAM: YEWTREE SOLDIERS GIRL

52 **BAY COLT FOAL 5MO MAKE 14HH+ CARTER STONE VICAR**
SIRE: SKYWALKER
DAM: LOVELYHILL LOVE 'N' HONOUR

53 **F J HOLLISTER ESQ**
BAY COLT FOAL 6MO FOREST BRED
SIRE: BAKEBURN BENNY
DAM: FERNYKNAP EBONY II
FOREST BRED

54 **D RANGECROFT ESQ**
DARK BROWN COLT FOAL
SIRE: STURTMOOR TOP HAT
DAM: MOCKBEGGAR STAR DUST

55 **COLT FOAL**

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

60 **K G MANSBRIDGE ESQ**
YEARLING COLT

61 **COLT FOAL**

62 **MRS E M GERRELLI**
CHESTNUT COLT FOAL
SIRE: HALESTORM BRANSTON PICKLE
DAM: LUCKY LANE ROSEHIP NFM430/450

63 **M GERRELLI ESQ**
COLT FOAL

64 **MR A INGRAM**
SKEWBALD COLT FOAL

65 **MS J TILLYER**
BAY FILLY FOAL TO MAKE OVER 15HH BLACKWELL NO LIMITS
SIRE: BLACKWELL JONATHAN NFS46/059
DAM: TAMMY 15.2 TB IRISH
HALTER BROKEN, WEANED, GOOD TO HANDLE, PERFORMANCE
GRADED SIRE

66 **L RICKMAN**
GREY COLT FOAL
SIRE: SWAY MR BLUE SKY

SECTION 4

OTHER HORSES AND PONIES

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

- 70 **P CULLEN ESQ**
PIEBALD SHETLAND MARE 5YO M/C981000004003316
- 71 **MR JAMES GERRELLI**
BLACK & WHITE SHETLAND FILLY FOAL
- 72 COLOURED SHETLAND FILLY FOAL
- 73-76 **M GERRELLI ESQ**
SHETLAND FOAL
- 80 **MRS L LANG**
COLOURED JACK DONKEY FOAL
- 81 BROWN JACK DONKEY FOAL
- 82 **D RANGECROFT ESQ**
BROWN JACK DONKEY FOAL
- 85 **K G MANSBRIDGE ESQ**
YEARLING COLT
- 86 **V JOHNSON**
BLACK FULLY REGISTERED DARTMOOR YEARLING FILLY
- 87 **MR A INGRAM**
SKEWBALD GELDING 2YO HALTER BROKEN
- 88 **J WINTER ESQ**
GREY FILLY 4YO 14.2HH HALTER BROKEN
- 89 **MR A INGRAM**
BAY NEW FOREST TYPE MARE 4YO HAS RUN ON THE FOREST
- 90 CHESTNUT MARE 6YO
- 91 PIEBALD COB MARE 10YO 15HH
- 92 **P S BUTLER ESQ**
BLACK WELSH SEC 'C' MARE 6YO 13HH 154/360
SIRE: MOORCROFT ROBERTO
DAM: SYNOD ROSA BLANCA
- 93 SKEWBALD MARE 6YO 14.2HH SIRE: SPOT
M/C826073008362014
- 94 **LISA KINGETT-RICQUIER**
BAY REGISTERED WELSH SECTION 'C' COLT FOAL 13.2HH
SIRE: PARC HEBOG
DAM: PWLLMELIN RUBY
M/C
- 95 **MRS T JONES**
CHESTNUT WELSH SECTION 'C' COLT FOAL 3 WHITE SOCKS & WHITE FACE

**96 K G MANSBRIDGE ESQ
COLT FOAL**

**97 D H PLASCOTT ESQ
PALOMINO PART BRED ARAB COLT FOAL
SIRE: SAME ON INDIAN SHADOW (PBAR)
DAM: COUNTESS ANASTASIA (ARAB X WELSH)**

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

FIXTURE LIST

Wednesday 25 th November	Beaulieu Road Pony Sale
Thursday 26 th November	Shaftesbury Market Organic Sale
Friday 27 th November	Netherhampton Salerooms Sale of Household Furniture & Effects
Monday 30 th November	'Gilten' Market, Isle of Wight
Tuesday 1 st December	Salisbury Market Salisbury Christmas Show Sale of Pigs
Friday 4 th December	Netherhampton Salerooms Sale of Antiques & Collectables
Wednesday 9 th December	Netherhampton Salerooms Sale of Carpets, Rugs and Textiles
Friday 11 th December	Netherhampton Salerooms Sale of Household furniture & effects
Saturday 12 th December	Salisbury Market Sale of Rare & Traditional Breeds of Poultry etc
Tuesday 15 th December	Salisbury Market Sale of Pigs Sale of Christmas Poultry

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.**
‘Veterinary involvement at the sale involves a welfare inspection only. A clinical examination is not carried out and no assurance or warranty regarding the presence or absence of defects or disease can be given’.
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.