

# THE MAY MONTHLY DAIRY YOUNGSTOCK SALE

10 Head Entered

On Monday 4th March 2024 Start Time 10:45am

MARKET DRAYTON MARKET TF9 3SW

Online bidding available

# DIRECTIONS

### Sat Nav TF9 3SW

Market Drayton Livestock Market, Adderley Road, Market Drayton, Shropshire.

The Livestock Market is situated on the outskirts of Market Drayton, just off the A53 / A529 roundabout.

# CONTACT NUMBERS

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Market Drayton Market Ltd

01630 652 926 Office: t/a Barbers Auctions Email:

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Jonty Cliffe: 07595 453 306

# CONDITIONS OF SALE

The sale will be conducted subject to the General Conditions of Sale which are either printed at the back of this catalogue and/or displayed in the sale office. The Auctioneers sell everything on offer as seen, and no warranty is given or implied. The Auctioneers act solely as Agents for the Vendor.

## AGENCY BIDDING

Any customer at the sale bidding as an Agent on behalf of a third party is deemed by the Auctioneers to be the Purchaser and subject to the Conditions of Sale, unless written authority from the person(s) on whose behalf they are bidding is presented to the Auctioneers before the sale commences.

# WELFARE OF ANIMALS

Both Vendors and Purchasers are reminded that livestock must be fit for sale and transportation under the following legislation - Council Regulation (EC) No1/2005, The Welfare of Animals (Transport) (England) Order 2006 (and parallel legislation in Scotland, Wales and Northern Ireland) and The Welfare of Animals at Markets Order 1990.

### REFRESHMENTS

The market café will be open.

# SALE ORDER

10:45am

# **INCALF HEIFERS**

Billington Dairy Farm Ltd, Eccelshall BVD & IBR Vaccinated Oct 23, Lepto, Vaccinated March and April 24 Husc Vac March & April 24

LOT 1130 UK165441/104654, born 16.09.22

**Due** 01.09.24 to Goldstone Popstar (AA)

LOT 1131 UK165441/04686, born 04.10.22

**Due** 06.09.24 to Goldstone Popstar (AA)

LOT 1132 UK165441/204669, born 26.09.22

**Due** 11.09.24 to Goldstone Popstar (AA)

LOT 1133 UK165441/104687, born 04.10.22

**Due** 16.09.24 to Goldstone Popstar (AA)

LOT 1134 UK165441/304649, born 13.09.22

**Due** 16.09.24 to Goldstone Popstar (AA)

LOT 1135 UK165441/204697, born 09.10.22

**Due** 165.09.24 to Goldstone Popstar (AA)

LOT 1136 UK165441/504665, born 23.09.22

**Due** 21.09.24 to Goldstone Popstar (AA)

LOT 1137 UK165441/404664, born 23.09.22

**Due** 26.09.24 to Goldstone Popstar (AA)

LOT 1138 UK165441/304635, born 09.09.22

**Due** 01.10.24 to Goldstone Popstar (AA)

LOT 1139 UK165441/604645, born 11.09.22

Due 25.10.24 to Alta Setup (AA)

### GENERAL CONDITIONS OF SALE

- Every Vendor, Bidder and Purchaser shall be deemed to have full knowledge of the Composite Conditions and to agree to
- All livestock is sold subject to these conditions, ("the Conditions"), the Livestock Auctioneers Association Conditions of Sale 111 (2017 edition) ("the LAA Conditions") and, in the case of any pedigree livestock, any special conditions expressly applicable (the Special Conditions") (all together "the Composite Conditions").

  If there is any conflict or inconsistency between the elements comprising the Composite Conditions the order of precedence
- 1.1.2 shall be first, the Special Conditions, secondly the Conditions and thirdly, the LAA Conditions.
- A copy of the LAA Conditions and any Special Conditions is available for inspection upon request
- 121 er lots are sold subject to these conditions, ("the Conditions"), and any special conditions expressly applicable ("the Special Conditions") (all together "the Composite Conditions").
- 122 If there is any conflict or inconsistency between the elements comprising the Composite Conditions the order of precedence shall be first, the Special Conditions and secondly, the Conditions.
- 1.2.3 A copy of any Special Conditions is available for inspection upon request.
- All lots are accepted for sale on the terms the Vendor warrants his right to sell the same and undertakes to indemnify the Auctioneers against all actions, proceedings, claims, costs, charges and expenses to which they may be exposed or they may incur by reason of any defect in the Vendor's title.
- 3 The Auctioneers act in all respects only as agents for the Vendor and it shall be deemed that no condition or warranty expressed or implied has in any circumstances been given by the Auctioneers or any servant of the Auctioneers, whe as to title, description, the quality of any lot sold or otherwise. The Auctioneers and their servants shall not incur any liability to the Purchaser in respect of any defect of title, error of description or imperfection or in respect of any announcement or statement relating to or affecting any lot offered for sale whether made orally or in writing and whether given before, during or after the auction, nor shall they incur any liability in relation to any dispute between any Purchaser and Vendor.
- The Auctioneers reserve the right to refuse to accept bids from a Purchaser and they reserve on behalf of themselves and of the Vendor(s) the following rights:
  - (a) to fix a reserve price:
  - (b) to bid on behalf of a Vendor;

  - (c) to re-arrange, consolidate or withdraw any lots or vary the order of sale; and
  - (d) without giving any reason therefore, to refuse to accept the bids of any person. The person making the highest accepted bid shall be the Purchaser.
- No bid shall be retracted.
- If a dispute arises as to any bidding, then at the discretion of the Auctioneers, either:
  - (a) the lot to which the disputed bid relates shall immediately be put up again; or
  - (b) the Auctioneers shall determine the dispute, and their decision shall be final and binding on all parties.
- The Purchaser shall, when requested, give his name and address to the Auctioneers and unless otherwise agreed by the Auctioneers and the Purchasers shall pay for the lot(s) he has purchased ON THE DAY OF SALE. All lots are sold on condition that the ownership of the same shall remain with the Vendor and no property in the lots whether legal or equitable shall pass to the Purchaser and no lot(s) shall be removed from the premises unless or until: (a) payment in full has been made in cash, or by bankers draft, or by cheque not exceeding the amount stated on an accompanying valid cheque guarantee card;
  - (b) the Purchaser has obtained a pass-out slip from the Auctioneers clerk.
- Notwithstanding Conditions 8 and 10 each lot shall be at the absolute risk and at the expense of its respective Purchaser at the fall of the hammer and subject to Conditions 8 and 10 shall be removed from the sale premises at the Purchaser's expense within the time stated by the Auctioneers at the commencement of the sale.
- If, notwithstanding Condition 8 above, the Auctioneer permits the Purchaser to remove his lot from the sale premises prior to payment in full having been received then: (a) Ownership of the same shall remain with the Vendor and no property in the lot whether legal or equitable shall pass
  - from the Vendor to the Purchaser until payment of the full price has been received in cleared funds by the Auctioneer or the Vendor (as the case may be). Payment shall, unless otherwise agreed, be made to the Auctioneers. (b) the Purchaser undertakes to house the lot on his premises separate from his own and those of any other person and in such manner as makes it readily identifiable as the Vendor's;
  - (c) the Purchaser's right to possession of the lot shall automatically cease immediately prior to his doing anything or failing to do anything which would entitle a Receiver to take possession of the lot(s) or which would entitle any person to present a petition for the winding up of the Purchaser;
  - (d) the Vendor or the Auctioneers may for the purpose of examination or recovery of any lot remaining unpaid enter upon any premises, where it is housed or where it is reasonably thought to be housed;
  - (e) if the Purchaser shall sell on the lot, then such part of the proceeds of such resale as equates to the full price of the lot remaining unpaid shall be held by the Purchaser in a separate bank account as trustee thereof on the Vendor's behalf.
- Without prejudice to any other right or remedy of the Vendor or the Auctioneers, if the Purchaser shall be in breach of any 11. other Composite Conditions, the Vendor or the Auctioneers shall have power to resell the lot(s) purchased by the Purchaser
- retaining any surplus and charging any deficiency or expense to the Purchaser.

  Neither the Vendor nor the Auctioneers will be responsible for any accidents or injury, not arising out of their negligence, 12 which happens to any person or property while on the sale premises. Vehicles are parked at their owner's risk.

### IMPORTANT NOTICE

You have received this catalogue because you have either purchased cattle / machinery at our sales during the course of the last three years or you have specifically requested it.

If you no longer wish to receive catalogues and be removed from our mailing lists, please contact the office.