Lyall & Co. Auctions

Upon Kind Instructions from
V. Mitchell on the closure of the Business

Unreserved Sale by Auction of the Assets of

Building Contractor

Including

Plant and Equipment, Materials Etc.

Upon the Premises and by kind permission of
SLEAFORD CONSTRUCTION AT
VINE STREET, BILLINGBOROUGH
At 12 Noon on

Wednesday 22nd April 1987

VIEWING: 9.30 a.m. to 12 Noon Sale Day Only

TERMS: CASH - CHEQUES BY PRIOR ARRANGEMENT ONLY

Conditions of Sale

LYALL & CO. (who in these conditions are called 'The Auctioneers') act in every respect relating to goods and the sale thereof, as agents only of the person or persons (herein called 'the Vendor') sending to or leaving such goods with the Auctioneers with a view to the sale thereof.

APPLYING TO ALL

THIRD PARTY LIABILITY

The Auctioneers will not be responsible for any loss, damage or injury occasioned to or sustained by any person during the period of public viewing and the auction sale howsoever the same may arise, unless arising from the negligence of any employee of the Auctioneers.

APPLYING TO PURCHASERS

DESCRIPTIONS

Every effort is made to ensure the accuracy of the description of each lot but these whether made orally or in the catalogue are expressions of opinion and not representations of fact. No employee of the Auctioneers has any authority to make any representation of fact and the Auctioneers disclaim on behalf of the Vendor and themselves responsibility for authenticity, age, origin and condition and for accuracy of measurement or weight of any lot or lots.

MISREPRESENTATION

If within fourteen days after the sale the Auctioneers receive from the Purchaser notice in writing that in his view the lot is a deliberate forgery, and within seven days after such notification the Purchaser returns the lots to the Auctioneers in the same condition as prevailed at the time of sale and satisfies the Auctioneers that (having regard to the entry in the catalogue) the same is a deliberate forgery, then the Auctioneers shall be entitled to rescind the sale and to refund to the purchaser the purchase price of that lot. In deciding whether or not the lot is a deliberate forgery the Auctioneers shall be entitled at their discretion and at the cost of the Vendor to seek the views of any expert or other authority.

BIDDING

1. PURCHASERS ARE DEEMED TO HAVE SATISFIED THEMSELVES AS TO THE CONDITION OF ANY LOTS BEFORE BIDDING.
2. No bid may be withdrawn and the Auctioneers may refuse any bidding.
3. The Auctioneers may divide, combine, add to or withdraw any lots and shall determine the advance of each bid and may bid on behalf of the vendor on lots on which there is a reserve price.
4. The highest bidder shall be the buyer. If a dispute arises the Auctioneers have discretion to settle the dispute or to re-offer the lots. At the fall of the hammer the lots shall be at the sole risk of the pruchaser who shall give to the Auctioneers his full name and address and such deposit as the Auctioneers may require.
5. The purchaser shall pay to the Auctioneers commission at the rate of 5% of the purchase price on each and every lot purchased.

CLEARANCE AND PAYMENT

No lots may be removed without payment of the full purchase price and cheques cannot be accepted from strangers without a Banker's Reference. All lots must be removed at the Purchaser's risk and expense.

AGENCY AND COMMISSIONS

The Auctioneers act as agents only and are not responsible for default by either Vendor or Purchaser. They will execute commissions received in writing up to one hour before the sale only on condition the lots have been viewed by the intending purchaser.

DEFAULT

If any buyer fails to comply with these Conditions the Auctioneers shall be at liberty to re-sell the lot(s) without further notice by public or private sale and any deficiency arising from such sale together with all charges and expenses shall be made good by the defaulter.

Title of Goods purchased remains with the Liquidator until payment is made in full. Responsibility of the goods passes however to the purchaser at the fall of the hammer. The purchaser is thereafter responsible for the insurance of goods purchased.

To save time and to prevent mistakes each Purchaser will oblige Messrs. LYALL & CO. by filling in this slip and handing it to the Auctioneers' Clerk on making the first purchase.

Purchaser's Name.....

Full Postal Address .....

.....

Notes

1. Goods must be removed from the premises on Sale Day.
2. V.A.T. is payable on all lots at 15%, as is 5% Commission which is also subject to VAT.
3. **CLEARANCE/CHEQUES** No lots will be removed until after full payment of all monies due. **CHEQUES OVER £50 WILL BE ACCEPTED ONLY UPON A LETTER OF CREDIT FROM RESPECTIVE BANK BEING PROVIDED AT OR BEFORE THE SALE DATE. CHEQUES OF LESS THAN £50 ONLY ACCEPTED IF SUPPORTED BY A CURRENT BANKERS CARD.**
4. **OPTIONS** to purchase similar consecutive lots of similar items in the same lot will be exercised by the Auctioneer to the maximum extent.
5. To avoid mistakes no lot may on any account whatever be taken away without the purchaser first obtaining from the Auctioneers Pay Office a receipt or Pass Slip which shall be handed to any of the Auctioneers Sale Porters.
6. No lots can on any account be transferred to another person.
7. The Auctioneers will not hold themselves responsible for any lots stolen, damaged or destroyed and these shall be at the risk of the purchaser at the fall of the hammer. Any damage to the premises or to any lots by the removal of any goods shall be made good by the purchaser thereof.
8. Lots are described to the best of the Auctioneers ability although these descriptions are intended as a guide only and **NO GUARANTEE AS TO THE WORKING CONDITION OR COMPLETENESS OF ANY LOT CAN BE GIVEN.**
9. Title of goods purchased remains with the Vendors until payment is made in full. Responsibility for the goods passes to the purchaser at the fall of the hammer and the purchaser is therefore responsible for the insurance of the goods purchased.
10. Full Conditions of Sale will be displayed prominently on Viewing and Sale Days and all purchasers are understood to be acquainted with them. **PLEASE MAKE SURE YOU HAVE READ THE FULL CONDITIONS OF SALE**

DIRECTIONS
Vine Street is off the Market Street in Billingborough and the sale site occupies part of a shared yard. Anyone on site is asked to respect the privacy of other users and leave doorways and entrances clear at all times.

NOTE: No Vehicles will be allowed on the site during sale day except for the purpose of collections.

Plant and Equipment,

WHITLOCK BROS. JCB TYPE DIGGER with front and rear buckets, Engine E336617 power unit No. B904287 Excavator No. 1009-570
SPARE DIGGER BUCKETS
INTERNATIONAL 674 78 TRACTOR HKU 458N
DUMPER TRUCK
SHERPA VAN EET 248W
Single Axle ROAD TRAILER c.7ft. x 3ft. dropdown rear tailgate/ramp
Twin Axle ROAD TRAILER c.11ft. x 4'6" with winch
Flatbed Dropside TIPPER TRAILER c10ft.
Twin Axle Aluminium MOBILE SITE OFFICE c. 20ft. x 8ft. with electrics, divided into two offices,one with sink unit
VIBRATOR ROLLER
ERRUT TAMPER with Briggs & Stratton engine and travelling bed
Belt driven Joseph Green Circular SAWBENCH
SCAFFOLDING inc. planks, poles, clips, and tower units
Calor Mini Comet II SPACE HEATER (as new)
Calor Gas WORKSHOP HEATER & Bitumen Heater
Bamford 3TT CONCRETE MIXER with Lister Diesel Engine
Liner 3 1/2 Ton CONCRETE MIXER with Lister Diesel Engine
Two EX BRITISH RAIL CARRIAGES (Now used as Site Huts)
Tandem Axle Heavy Duty CAR TRAILER
Heavy Duty GEC ELECTRIC WELDER 350 amps c/wk leads

Sundries and Materials Etc.

Aluminium Site Hut
2 Large Fuel Tanks
Workbench and Vice
3 Office Desks
2 Bargeware Decorated Churns
30" Bolt Croppers
Spirit Level
Shovels, spades, picks and handtools
Drain Bungs
Tyrol Gun
Drain Rods
Aluminium Hod
Heavy Duty Pipe Cutters
Ranging Staffs
c.100 12" Metal Grinding Discs
Stationary Engine
Roofing Felt
Qty. cement
Timber planks and offcuts
Casement windows
2 rolls new Netlon fencing
(6' & 5')
Roadsigns
Large Heavy oak beams
Steel roadform shuttering
Safety helmets
Engineering and house bricks
Oil Drums
Sectional site hut c.9' x 7'
Acrow props
Aluminium extending ladder
Several boxes nails
Rolls Firebglass insulation
Flashband
Plank stands
Chimney pots
Shuttering
Fence panels
Coils water pipe
Large Asbestos guttering

Dexion shelving
Market type trolley
Steel rod
Qty. Flagstones
Wall Copings
Building Stone
Blue Cobble Blocks
Kerbstones
Catnic Lintols
Paving Slabs
Blue Ridge Tiles
Pantiles
Assorted concrete roof tiles
Over 5000 ft. of Steel Tubing 1 3/4" dia. upwards

FORTHCOMING SALES

Next Catalogued sale of

OFFICE, SHOP AND CATERING EQUIPMENT
SATURDAY, 25TH APRIL
Including upon instructions from F A Simms, Liquidator of
HEATING PLUS LTD.
Austin Sherpa 230 Van DOP 322V
Bedford CF 350 Sideload Van TGM 560Y
Bedford CF 220 Van MEW 582P
Bedford CF 35 cwt Luton Van YUL 345T
Office & Workshop Equipment including Power Tools, Materials and spares
FURTHER ENTRIES INVITED

SPRING MOWER SALE
GARDEN EQUIPMENT ,CARAVANS & CAMPING EQUIPMENT
SATURDAY, 2ND MAY
Also **ANTIQUE & MODERN FURNITURE AND EFFECTS, NEW TIMBER ETC.**
SAME DAY
Further entries invited

Catalogued sale of
COLLECTABLE VEHICLES AND BYGONES
SATURDAY, 9TH MAY
Including:

V12 E-Type Jaguar Coupe,. Series 5 Sunbeam Alpine GT Sports car with detachable hard top,1973 BMW 2002 Cabriolet,1960 Rover 3 Litre, 1963 Morris Minor, Austin 7 Chassis, Standard Ensign , Spanish Pony Gig etc.

Further entries invited

Also **OFFICE, SHOP AND CATERING EQUIPMENT**
Same Day

ANTIQUE & MODERN FURNITURE AND EFFECTS, NEW TIMBER ETC.
SATURDAY, 16TH MAY

Next Catalogued Sale of
ANTIQUES
SATURDAY, 23RD MAY, 1987
ENTRIES INVITED

G. H. Clay, B.Sc. (Est.Man.) F.R.I.C.S., C.A.A.V. C. G. Richardson, B.Sc. (Econ.) F.R.I.C.S.
T. R. R. Walmsley, Dip(Est.Man.) F.R.I.C.S N. P. Webster. A.R.I.C.S., C.A.A.V. Consultant. F. W. Asher, F.R.I.C.S., C.A.A.V.

PETERBOROUGH
1 QUEEN STREET
Tel: (0733) 43271 & 61753

BOURNE
MARKET PLACE
Tel: (0778) 422431

STAMFORD
50 HIGH STREET
Tel: (0780) 51934

MARKET DEEPING
25 MARKET PLACE
Tel: (0778) 345041

DISCLAIMER:
Messrs. Lyall & Co. for themselves and the vendors of this property whose agents they are, give notice that—
(1) These particulars do not constitute nor constitute any part of an offer or a contract.
(2) All statements contained in these particulars as to this property are made without responsibility on the part of Messrs. Lyall & Co.
(3) None of the statements contained in these particulars as to this property are to be relied on as statements of fact.
(4) Any intending purchasers must satisfy themselves by inspection or otherwise as to the correctness of the statements contained in these particulars.
(5) The vendors do not make or agree and neither do Messrs. Lyall & Co., nor any person in their employment have any authority to make or give any representation or warranty in relation to this property.