

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

130 NEW FOREST PONIES and other breeds of horses, ponies and donkeys

under the auspices of the NEW FOREST LIVESTOCK SOCIETY

THURSDAY 29TH NOVEMBER 2012

Commencing at 10.30 am

Tel 01722 321215 Fax 01722 421553

www.salisburyauctioncentre.co.uk

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 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.

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 in 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.

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.

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 <u>CURRENT</u> 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 <u>DO NOT</u> 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 2011 will be a yearling, any animal born in 2010 will be a 2 year old and any animal born in 2009 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.

MR	AND	REW	BUTI	.F.R

BAY GELDING 5YO 13.3HH NFY49/184G BACKLEY MONSOON

SIRE: CRABBSWOOD ZEUS DAM: BRANSGORE LIZ

MRS E M GERRELLI

2 BAY GELDING 3YO NFY510/166 LUCKY LANE MR GEE

HALTER BROKEN

M/C981000004310385981

MISS R KING

3 LIVER CHESTNUT FILLY 4YO NFM50/463 BLAKEWATER COFFEE CRUSH

SIRE: BRANSGORE SOVEREIGN II DAM: LUCKY LANE SONG THRUSH

RUN FOREST TO DATE

MISS M R WILLIAMS

4 ROAN FILLY 3YO 13.1HH NFM51/588

SIRE: WARREN PLAYAWAY

DAM: PORTMORE RASPBERRY RIPPLE

RECENTLY BACKED, LOVELY PACES, READY TO BRING ON

MR ANDREW BUTLER

5 BAY MARE 5YO 13.3HH NFM49/264 BACKLEY HERMIONE

SIRE: CRABBSWOOD ZEUS DAM: KNIGHTSWAY LIZZIE

MISS H SAFE

6 BROWN MARE 5YO 14HH NFM49/262 BACKLEY SEA HOLLY

SIRE: CRABBSWOOD ZEUS DAM: FURZEY LODGE BEAT

P S BUTLER ESQ

7 BAY MARE 7YO 13.2HH NFM47/363 MOORBRIDGE ROSE PETAL

SIRE: BUCKLAND DRAGON SLAYER DAM: MOORBRIDGE ROCK ROSE

MISS M R WILLIAMS

8 BLACK MARE 6YO 13.0HH NFM48/082

SIRE: BUCKLAND DRAGON SLAYER

DAM: DEERLEAP PRINCESS

BRED SUPER FOAL BY LONG COPSE ELTON, BROKEN LAST YEAR, RIDDEN IN HEAVY TRAFFIC, GOOD IN EVERY WAY, WITH FURTHER SCHOOLING MAKE

SUPER CHILD'S PONY

J KING ESQ

9 BAY COLT FOAL

MISS H SAFE

10 CHESTNUT COLT FOAL TO MAKE 13.2HH

SIRE: WILLOWAY DANCING GOLD DAM: ASHLEY GLITTERING STAR

	P S BUTLER ESQ
11	BAY COLT FOAL TO MAKE 14.4HH+
	SIRE: BACKLEY MISTRAL
	DAM: OLDE OAKS STELLA
12	BAY FILLY FOAL TO MAKE 14.2HH
	SIRE: BACKLEY MISTRAL
	DAM: ROWHILL BUTTONS
13	BAY COLT FOAL TO MAKE 14.2HH
	SIRE: BACKLEY MISTRAL
	DAM: BACKLEY BONNY
14	BLACK FILLY FOAL TO MAKE 14.2HH
	SIRE: BACKLEY MISTRAL
	DAM: BACKLEY BREEZE II
15	BAY COLT FOAL TO MAKE 14HH+
10	SIRE: BACKLEY MISTRAL
	DAM: BRITTONS GINGER SPICE
16	GREY FILLY FOAL TO MAKE 14HH+
10	SIRE: BACKLEY MISTRAL
	DAM: BACKLEY JUST JANE
17	GREY COLT FOAL TO MAKE 13.2HH+
	SIRE: BACKLEY MISTRAL
	DAM: BACKLEY WATERLILY
18	BAY COLT FOAL TO MAKE 14HH+
10	SIRE: BACKLEY MISTRAL
	DAM: BACKLEY AMBER LIGHT
	MRS P DUNNING
19	BAY FILLY FOAL FOXHILLS BRONZE
	SIRE: BROOKSHILL MUSTANG
	DAM: FOXHILLS BABYCHAM II - GRADED MARE
	HALTER BROKEN, FEET PICKED UP
	,
	B INGRAM ESQ
20	GREY COLT FOAL NFY54/067 OAKWOOD MILKYWAY
	SIRE: SKYWALKER
	DAM: BISHOPDITCH MEGAN
	FOREST BRED
	MRS E LOVELL
21-22	COLT FOAL
23	CHESTNUT COLT FOAL TO MAKE 14.2HH
	SIRE: HATCHETT SUNSEEKER
	DAM: YEWTREE LOVEBUG
	STUD BRED, WELL GROWN, MICROCHIPPED & PASSPORTED, HANDLED,
	CHUNKY COLT
24-25	FILLY FOAL
	J A STRIDE ESQ
26	CHESTNUT FILLY FOAL RUSHMOOR FLYCATCHER
10	SIRE: BAKEBURN JETHRO
27	BAY FILLY FOAL RUSHMOOR AWAY-DAY
	SIRE: BLACKWELL FLASHMAN
28	BAY FILLY FOAL RUSHMOOR ROSALIE
==	SIRE: BLACKWELL FLASHMAN

29	MRS S PEARSON BAY COLT FOAL PUREWELL PICALO SIRE: BLACKWELL FLASHMAN DAM: SPRINGMORE BARBIE (GRADED MARE & CUP WINNER THIS YEAR ON FOREST)
30	J A STRIDE ESQ BLACK FILLY FOAL RUSHMOOR BLACK REDSTART SIRE: BUCKLAND CRUISER
31-33	FOAL
34	MRS T BICK DARK BAY COLT FOAL SIRE: LOVELYHILL HENDIX DAM: BERRY PENNY PINCHIN
35-38	MR RH BENNETT FOAL
39	N ADAMS ESQ BROWN FILLY FOAL SIRE: PONDHEAD PANSHINE
40-41	J S POOLEY ESQ COLT FOAL
42-44	J WINTER ESQ FILLY FOAL
45	MR J GERRELLI BAY COLT FOAL SIRE: PONDHEAD PANSHINE MICROCHIPPED, WEANED & EATING HARD FOOD
46	GREY COLT FOAL BLAKESWATER BLACKWOOD TO MAKE 14HH SIRE: LUCKY LANE ROLLO DAM: HOLMSLEY LIGHTFOOT
47	GOOD STRONG FOAL COLT FOAL
48	BAY COLT FOAL SIRE: PONDHEAD PANSHINE MICROCHIPPED, WEANED & EATING HARD FOOD
49	H HICKS ESQ CHESTNUT COLT FOAL WHYCOME MARMADUKE SIRE: MOORTOWN NOBBY FOREST BRED, HANDLED, HALTER BROKEN, WORMED & EATING HARD FOOD
50	LISA MURRAY BAY FILLY FOAL SIRE: RUSHMOOR PLAYWRIGHT DAM: EAGLEHURST PEANUT DAMS SIRE: BLACKWELL ROMANY EXTREMELY QUIET, FRIENDLY, WELL HANDLED, WEANED, WORMED & HALTER BROKEN

51	MRS E M GERRELLI COLT FOAL
52-55	L D MANSBRIDGE ESQ COLT FOAL
56-59	MR A NAPTHINE FOAL
60	MRS M RAYNER GREY COLT FOAL 54/069 CRABBSWOOD ZEMARIO STRONG, WELL GROWN M/C981000004331791
61-62	MESR J & M GERRELLI FOAL
	SECTION 3 FOR FIRST CROSS OR PART BRED NEW FOREST PONIES re either registered or are eligible for registration in the First Cross or the Part Bred Record. ONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 10 GUINEAS ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED
75	MISS K HARRISON CHESTNUT FILLY 6YO NFFX0408 HALTER BROKEN, WELL HANDLED, WILL MAKE NICE RIDING PONY OR BROODMARE
76	P PIDGLEY ESQ SKEWBALD DUN/WHITE FILLY 3YO NFFX0002 SIRE: SOBERTON GRAFFITI PBAR5782/98 PART BRED ARAB DAM: OKEDENE SHOOTING STAR NFM47/427
77 78	J KING ESQ COLOURED COLT FOAL WELL MARKED BAY COLT FOAL
79	MISS V JOHNSON BLACK & WHITE COB X NF COLT FOAL
80	MRS S M SUBRAMANYAM BAY FILLY FOAL CAREYS RUBY NFPB2053 SIRE: MOORTOWN NOBY WELL BRED, BORN MAY, TO MAKE A GOOD SIZE RIDING PONY
81	M/C98610000009547 BRIGHT BAY FILLY FOAL ROWHILL ROBYN NFPB2052 SIRE: BROOKSHILL BRUMBY ATTRACTIVE, STRONG STURDY SORT, BORN APRIL, TO MAKE A GOOD SIZE RIDING PONY

M/C986100000007813

00.00	MR A INGRAM	
82-83	FILLY FOAL	
84	B INGRAM ESQ CHESTNUT FILLY FOAL OAKWOOD DAZZLE HALTER BROKEN	
85	MRS T BICK CHESTNUT COLT FOAL SIRE: ARAN SIR PERCY WELSH COB SEC 'D' DAM: WOODY WILLOW D.SIRE: BURLEY GOLD BLEND	
86-87	MR RH BENNETT FOAL	
88	MR J GERRELLI COLT FOAL	
89	MRS E M GERRELLI BAY COLT FOAL NFPB2043 LUCKY LANE FIRST ADDITION	
90	MRS D VAN HENNIK APPALOOSA X FILLY FOAL SIRE: AZOLA ZIPA D DO DAR (APHC UK)	
91	DAM: BUCKLAND ROXY (NF) APPALOOSA X FILLY FOAL SIRE: AZOLA ZIPA D DO DAR (APCH UK) DAM: BUCKLAND VALENTINE (NF)	
92	MR J GERRELLI GREY YEARLING FILLY SWAY GRACE SIRE: SWAY SUPREMO HALTER BROKEN, STRONG FILLY	
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		
	MRS I. RICKMAN	

100 SKEWBALD MINIATURE SHETLAND STALLION 4YO GOOD TEMPERAMENT, THROWS SMALL FOALS M TAYLOR ESQ 101 SKEWBALD SHETLAND MARE RUNNING WITH STALLION 102 PIEBALD SHETLAND FILLY FOAL 103 CHESTNUT SHETLAND FILLY FOAL 104 PIEBALD SHETLAND COLT FOAL 105 CHESTNUT SHETLAND COLT FOAL

106	MRS L RICKMAN CHESTNUT SHETLAND FILLY FOAL REGISTERED WITH BRITISH SPOTTED PONY SOCIETY, WELL HANDLED, HALTER BROKEN & EATING NUTS
107	MISS KAREN ADAMS LEMON & WHITE SHETLAND FILLY FOAL
108 109-113	M GERRELLI ESQ CHESTNUT & WHITE SHETLAND COLT FOAL SHETLAND FILLY FOAL
114	MR TH TOOLEY BLACK & WHITE MINIATURE SHETLAND COLT FOAL
115	MR A NAPTHINE MINIATURE SHETLAND ROAN COLT FOAL
116	MICHELLE FRANCIS CHESTNUT SHETLAND COLT 2 1/2YO 39" SIRE: TIPTOE LITTLE HOBBIT 82601506079M000L DAM: HAWKSGROUND ROSIE MO7-565 REGISTERED SHETLAND MARE M/C958000001812722
120-121	L D MANSBRIDGE ESQ JENNY DONKEY 2YO
122	MR T INGRAM JACK DONKEY FOAL
123	A LUKER BROWN JACK DONKEY FOAL
130	M DENNESS ESQ BLACK HACKNEY COLT RISING 3YO MAKE NICE DRIVING HORSE
131	D H PLASCOTT ESQ CHESTNUT PART BRED WELSH COLT FOAL BY 15HH PART BRED ARAB STALLION OUT OF 14HH PART BRED WELSH MARE M/C958000001967341
132 133 134	MISS V JOHNSON SKEWBALD FILLY FOAL COLOURED FILLY FOAL SPOTTED FILLY FOAL
135-138	M DENNESS ESQ HACKNEY X FOAL
139 140	M TAYLOR ESQ CREAM & WHITE WELSH SEC 'D' COLT FOAL SKEWBALD WELSH SEC 'D' COLT FOAL
141	BAY WELSH SEC 'D' COLT FOAL

	MR A INGRAM
142	BLANKET SPOTTED FILLY FOAL
143	DUN COLT FOAL
_	
144-145	FOAL
	MRS C STRIDE
146	GREY FILLY FOAL
	P/P NO.826073001215498 M/C958000002004570
147	DUN FILLY FOAL
	P/P NO.826073001215497 M/C958000002005120
	I WINTER ESQ
148	COLOURED COB COLT FOAL TO MAKE 15HH
149-150	
151	CHESTNUT COLT FOAL TO MAKE 13-14HH
	MRS E M GERRELLI
1.50	
152	BROWN COLT FOAL LUCKY LANE BINGO
	BY SECTION 'D' WELSH STALLION OUT OF COB MARE
	T BUTCHER
153	CHESTNUT ROAN WELSH SEC 'A' YEARLING FILLY 10HH
	REG NO.826046020167242
	M/C9500001830118
	MRS M DEVEREUX
154	BAY MARE 4YO 15HH REG NO.08.022217
	PROFESSIONALLY BROKEN, CAN BE TRIED AT THE SALE, ONLY SELLING DUE
	TO OVERSTOCKED
	M/C958000000357236
	11/ 000000000011100
	E MATTHEWS ESQ
155-160	COLOURED COLT 2YO
100-100	

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

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.