

124TH ANNUAL LETTING OF SUMMER GRAZING

by

AUCTION

(unless let beforehand) on

THURSDAY 28TH MARCH 2019 AT 2:30PM

at

THE BLACK SWAN, HORNCastle

LOT 1 (To be Let by Candle & Pin Auction)

OLD BOLINGBROKE

Let for: Old Bolingbroke Parish Council
Playing Field, Keal Hill, Old Bolingbroke

| Field Numbers | Hectares | Acres |
|---------------|----------|-------|
| OS 152 | 2.68 | 6.63 |

Let for SHEEP ONLY. Mains water (paid by the grazier). Post and wire or rail fenced.

Let as 6 acres

A pin will be inserted into a lighted candle not more than one inch from the top and the person who is the highest bidder when the pin drops out shall become the hirer of the field for the year.

LOT 2

MAREHAM ON THE HILL

Let for: R.L.H.Bell
Grange Field, Mareham on the Hill

| Field Numbers | Hectares | Acres |
|---------------|----------|-------|
| TF 2868 2757 | 4.90 | 12.11 |
| TF 2868 5452 | 2.94 | 7.26 |

Let for cattle. Well fenced pasture in two adjacent fields bisected by a good stream. Mains trough and stream, good catching pen, and brick and tiled shelter.

Let as 19 acres

LOT 3

MAREHAM ON THE HILL

Let for: R.L.H.Bell
Horse Field, Mareham on the Hill

| Field Numbers | Hectares | Acres |
|---------------|----------|-------|
| TF 2868 7753 | 5.91 | 14.60 |

Let for mowing and aftermath cattle grazing. Water from stream. Would run in with lot 2.

Let as 14 acres

LOT 4

MAREHAM ON THE HILL

Let for: R.L.H.Bell

Lake Field, Mareham on the Hill

Let for sheep or mowing. In one field fenced for sheep. Water from lake.

| <i>Field Numbers</i> | <i>Hectares</i> | <i>Acres</i> |
|----------------------|-----------------|--------------|
| pt TF 2968 1845 | 2.62 | 6.48 |

Let as 6 acres

LOT 5

BARDNEY

Let for: Mr.P.White

Bardney – Good fencing with water and catching pen. Fertiliser can be applied.

Available for sheep grazing and/or mowing only, no cattle grazing. In one field, hedged, water available.

| <i>Field Numbers</i> | <i>Hectares</i> | <i>Acres</i> |
|----------------------|-----------------|--------------|
| TF 1470 3857 | 2.47 | 6.10 |

Let as 6 acres

Plans showing the exact location of all lots are available for inspection at the Auctioneers Horncastle office.

These particulars were prepared in February 2019

Contact: George Harrison

Robert Bell and Company

Old Bank Chambers, Horncastle LN9 5HY

Tel: 01507 522222 Fax: 01507 524444

E-mail: george@robert-bell.org

Website: www.robert-bell.org.

CONDITIONS OF SALE

These Conditions of Sale form the Contract between the Vendor/Auctioneer and Hirer:

1. The ordinary Auction Sale Conditions, so far as the same are applicable shall apply
2. The Hirer agrees to pay VAT as may be due on the Purchase Money
3. 5% Commission plus VAT over and above the Purchase Money, is payable at close of sale
4. Credit for the payment of the Purchase Money will be allowed on approved security to the first day of August next. Thereafter interest will be charged at 4% per annum above HSBC Bank plc base rate
5. The Vendor/Auctioneer have the right to collect from the Hirer all proper costs involved in the collection of all and any purchase money not paid by the due date.
6. The Contract gives the Hirer the personal right of access to the Lot for grazing by cattle and/or sheep and the mowing (no more than once) and removal of grass from the Land and for no other purpose except where otherwise stated in the catalogue
7. All Lots are hired to 31st October next. An additional charge of £1 per acre per day will be imposed on the hirer of any land hired if the land is stocked after the prescribed date without the previous consent of the Vendor/Auctioneer
8. Every Lot must be stocked as advertised or announced at time of sale and the Hirer will be held responsible to the Vendor for the proper grazing of the Vendor's land. It is implied that the land will be stocked throughout the whole season with a sufficient headage of stock to properly graze it out before 31st October next. Should the Hirer graze the land in such a manner that it is unduly damaged due to late stocking understocking or overstocking, then the Hirer shall be responsible to the vendor for any damage caused.
9. No entire livestock will be allowed in any of the Lots, except by specific agreement in writing
10. The Hirer is responsible for the requirements of any Environmental Scheme.
11. The Hirer is responsible for the cost of water used by his animals
12. The Hirer is and will remain the keeper of the animals and be responsible for:
 - a. Managing his animals in accordance with Welfare of Farmed Animals (England) Regulations (as amended) Statutory Management Requirements and Cross Compliance
 - b. Notifying the Animal Health and Veterinary Laboratories Agency and the British Cattle Movement Service of such information as many be required
 - c. Adhering to the Statutory Management Requirements and Cross Compliance regulation that relate to the control of diseases
 - d. Complying with the Statutory Management Requirements and Cross Compliance and law that relate to animal identification animal passports and movement recording and reporting and to prompt provide such records when required
 - e. Taking out and maintaining appropriate public liability insurance for his business and any damage arising from the animals on the Lot
 - f. Indemnifying the Vendor for any damage and all liabilities and costs including legal costs and expenses incurred by or as a result of the actions or negligence of the Hirer or his animals
13. All stock whilst on the Lot will be at the Hirers sole risk and prospective hirers are advised to take vaccination precautions against the incidence of black leg and similar diseases.
14. The Hirer will be liable for breaches in Statutory Management Requirements and Cross Compliance
15. The Vendors and Agent take no responsibility and are in no way liable for any damage accident straying death or illness that may arise from or to the Hirers animals
16. The Vendor will claim Basic Payment on the Lot will have the land at his disposal for the purposes of this scheme
17. The Vendor will be responsible at for maintenance of the Lot including the application of fertiliser manure lime pesticides herbicides or other chemical treatment and maintenance of fixed equipment
18. The Hirer can approach the Vendor/Auctioneer to request the application of fertiliser and the Vendor may at his sole discretion contract the Hirer to apply the fertiliser at a charge to be agreed.
19. The Contract does not create any right of exclusive possession nor interest in land.
20. Sporting rights upon all Lots are reserved to the Vendors.
21. No deductions shall be allowed in respect of the manurial values of the cakes and feeding stuffs used while the lands are hired.
22. All Lots are believed to be correctly stated and described and are to be accepted as such.